CITY OF LAFAYETTE

Board of Public Works and Safety
Lafayette City Hall: Common Council Chambers
Caucus is Tuesday at 8:30AM in Board of Works room

PLEDGE OF ALLEGIANCE

Meeting: July 7. 2020

APPROVAL OF MINUTES

a. June 30, 2020

Documents:

06302020.pdf

NEW BUSINESS

Engineering

a. Recommendation For Award-Utility Emergency Response Program For 2020-2021

Documents:

Recommendation for Award-Utility Emergency Response Program 2020-2021.pdf

b. Recommendation For Award-18th And Central Drainage Improvement Project

Documents:

Recommendation for Award-18th and Central Drainage Project.pdf

c. Contract-18th And Central Drainage Improvement Project

Documents:

Contract-18th and Central Drainange Project.pdf

d. Notice To Proceed-18th And Central Drainage Improvement Project

Documents:

Notice to Proceed-18th and Central Drainage Project.pdf

Human Resources

a. AIM Medical Trust Ballot-Election Of Trustee

Documents:

AIM Medical Trust Ballot-Election of Trustee.pdf

Lafayette Housing Authority

a. Release Of Mortgage-238 Lincoln, West Lafayette

Documents:

Mort Rel 238 Lincoln.pdf

CLAIMS

MISCELLANEOUS

a. Appeal For Denial Of Solicitor Permit Application-Gwilliam

A list of all permits issued for the preceding week is available at http://www.lafayette.in.gov/DocumentCenter/Index/375

BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
June 30, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, June 30, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray, Amy Moulton, Ron Shriner and Norm Childress

Jacque Chosnek, 1st Deputy City Attorney, was also present.

President Henriott called the meeting to order.

The Pledge of Allegiance was given to the flag of our Country.

MINUTES

Mrs. Moulton moved for approval of the minutes from the June 23, 2020 regular meeting. Mr. Childress seconded. Passed.

BIDS UNDER ADVISEMENT

Utility Emergency Response Program for 2020-2021

President Henriott stated that this item will remain under advisement.

18th and Central Drainage Improvement Project

President Henriott stated that this item will remain under advisement.

NEW BUSINESS

Police Department

Lafayette Police K-9 Unit-Canine Ownership Transfer Agreement

Brad Bishop, Deputy Police Chief, presented to the Board and recommended approval of the Lafayette Police K-9 Unit Canine Ownership Transfer Agreement between the Lafayette Police Department and Sergeant Joshua Saxton. Sgt. Saxton will have complete responsibility of K-9 Boyka's care, food, veterinary attention, lodging, maintenance and supervision. Mr. Shriner moved for approval. Mrs. Murray seconded. Passed.

Purchasing

Vehicle Transfer Trade-In Authorization-Lafayette Police

Tim Clary, Controller, presented to the Board and recommended approval of a Vehicle Transfer Trade-In Authorization for the Lafayette Police Department that includes a 2016 Dodge Charger VIN#2C3CDXAG9GH130021 City #16-8. The vehicle is being authorized for transfer to the insurance company as part of the settlement in a total loss crash. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

Equipment Trade-In Authorization-Lafayette Renew

Mr. Clary presented to the Board and recommended approval of an Equipment Trade-In Authorization for Lafayette Renew that includes a 1999 Case 580 Super L/2 Backhoe Serial#JJG271757 City #370. The equipment will be traded in on an upcoming Backhoe purchase. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

CLAIMS

Tim Clary, Controller, presented for Board approval, Claims in the amount of $11,568,819.17. Mr. Childress had a question on Page 3 regarding the Duke/Main Street Aquatic Center in the amount of $7,571.74. Mr. Clary stated that is the Duke Energy bill for the Center and a few surrounding buildings. Mr. Childress has a question on Page 4 regarding the Duke Energy bill for Electric Facilities 2 in the amount of $11,594.45. Mr. Clary stated that is the Duke Energy bill for City Hall and possibly more buildings. Mr. Clary stated that he would check and report back to Mr. Childress next week. Mr. Childress had a question on Page 10 regarding the Ice Miller LLC bill for General Employment Matters in the amount of $5,630.00. Mr. Clary stated that Human Resources outsources their services to specific employment and contract needs for the City. Mrs. Murray moved for approval. Mr. Shriner seconded. Passed.

Time: 9:08 a.m.

BOARD OF PUBLIC WORKS AND SAFETY
Gary Henriott s/s
President

ATTEST: Mindy Miller s/s
Mindy Miller, 1st Deputy Clerk

Minutes written by Mindy Miller, 1st Deputy Clerk
*A digital audio recording of this meeting is available in the Lafayette City Clerk's Office or online at http://www.lafayette.in.gov/agendacenter.
**A list of all permits issued for the preceding week is available at http://www.lafayette.in.gov/DocumentCenter/Index/375

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Member
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INDIANA

June 30, 2020

Board of Public Works & Safety
Lafayette City Building
20 North Sixth Street
Lafayette, Indiana 47901

RE: Utility Emergency Response Program, Evaluation of Bids

Dear Board Members:

This will acknowledge receipt of bids for subject project for the City of Lafayette on June 16, 2020. Enclosed is a compilation of the Bids received, listed by categories for the Contractor's who submitted a bid.

The entire bid packets for Milestone Contractors, L.P. and Atlas Excavating, Inc. have been thoroughly examined. The Bid Bonds and Non-Collusion Affidavits were acknowledged and executed properly. Each bid also included E-Verify affidavits, Iranian affidavits, and certificates of insurance.

It is recommended that bids be accepted from Milestone Contractors, L.P. and Atlas Excavating, Inc. These bids establish the rates of future emergency work during the period of July 1, 2020 to June 30, 2021. In the event of a utility emergency, the City will select an above-named contractor on the basis of scope of work and availability, while utilizing the approved rates listed on the enclosed bid tabulation and in the Project Handbook.

Sincerely,
BUTLER, FAIRMAN and SEUFERT, INC.

Colin M. Dale

Colin Dale, P.E.
Water Resources Engineer

CITY OF LAFAYETTE
INDIANA

PROCEDURES HANDBOOK

FOR

UTILITY EMERGENCY
RESPONSE TASK FORCE

2020-2021

CITY OF LAFAYETTE, INDIANA

TASK FORCE HANDBOOK

FOR 2020-2021
UTILITY EMERGENCY RESPONSE PLAN

June 2020

11 South 3rd Street, Suite 200
Lafayette, IN 47901
765.423.5602

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City of Lafayette

TASK FORCE HANDBOOK
FOR 2020-2021
UTILITY EMERGENCY RESPONSE PLAN

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Purpose

The purpose of the Task Force is to assure that disruptions to the City utilities are resolved in an efficient and cost-effective manner so that the inconvenience to the users of the utilities is minimized and so that all environmental concerns are appropriately addressed.

Task Force Goal

To be totally mobilized with repairs in progress within 12 hours of notice of disruption.

Task Force Members

Director of Public Works

City Engineer's Office

Water Works

Lafayette Renew

Consulting Engineer

Street Department

Police Department

Sheriff Department

Fire Department

Contractor(s)

Utility Locating Service

Personnel

All members of the task force will be prepared to provide personnel to work 12-hour shifts on a rotating basis until the disruption is repaired and service restored. The personnel requirements will be specified by the Task Force Leader.

Equipment

The contractor and representatives of the City Departments will be prepared to furnish various pieces of equipment as outlined in the Task Force Handbook and specified by the Task Force Leader.

Materials

The City will have on hand materials required to facilitate a variety of repairs. The materials to be inventoried will be identified by the Task Force and purchased by the City. The Utilities will maintain the inventory of required materials, and keep all materials in a secure place on City Property.

Materials not inventoried but required to make the repairs will be purchased from appropriate sources as outlined in the Task Force Handbook and approved by the Task Force Leader. The Contractor will be responsible for obtaining all materials that are not inventoried by the Utilities. The Contractor will obtain required materials from sources as defined in the Task Force Handbook, or from sources as approved by the Task Force Leader.

Task Force Handbook

The Task Force Handbook has been prepared to establish and define the Task Force Members and their responsibilities. The Task Force Handbook outlines materials, manpower, and equipment potentially required to facilitate the repairs. It establishes the minimum materials to be maintained by the Utilities and the source for non-inventoried materials. This handbook cannot address all the potential problems that may arise. It is meant to establish a base guideline for emergency repairs to the water and wastewater systems.

Definitions

First Respondent: The City/County employee who initially confirms that a failure has occurred.

Phase I Notification: The notification of primary Task Force Members to evaluate the utility emergency.

Phase I Meeting: A meeting of the Task Force Leader, Director of Public Works, the Consulting Engineer, and the City Utility Superintendents to determine the nature of the failure, determine the initial course of action, and to determine if evacuation of area residents is required. Initiate Phase II notifications when required.

Phase II Notification: The notification of Task Force Members who did not receive Phase I notifications.

Definitions (continued)

Phase II Meeting: A meeting of the Phase I task Force Members, Contractor(s), Emergency Personnel, and Utility Locate Services to determine labor, equipment, and materials required to facilitate the repair, and to identify and locate all the private / public utilities in the affected area. Initiate Phase III notifications when required.

Phase III Notification: The notification of private / public utilities potentially affected by the emergency. Notification by pager or phone.

Task Force Leader: An individual or firm designated by the Director of Public Works to direct the efforts of the Task Force.

The Utility Emergency Response Task Force of the City of Lafayette, Indiana
System Failure Outline

1. A failure is reported in either the Water or Wastewater distribution system.

2. First respondent confirms the failure, directs fire dispatch to begin Phase I notifications, and establishes appropriate safety controls.

3. Phase I Notifications of Task Force Leader, Director of Public Works, the Consulting Engineer, and the City Utility Superintendents to meet at the location of the failure.

4. Phase I meeting occurs to review the nature of the failure, determine an initial plan of action, and determine if an outside contractor will be required.

5. Water Works / Lafayette Renew, The City Engineer's Office, and the Consulting Engineer review records to assess potential materials that failed and determine what materials may be required to facilitate the repair.

6. Task Force Leader directs a Task Force member to see that traffic controls and security are properly in place.

7. Task Force Leader directs Fire Dispatch to make Phase II notifications and designates the meeting location and time.
   a) Water Works / Lafayette Renew Superintendent to notify I.D.E.M. of the failure if a reportable incidence occurs.
   b) Water Works / Lafayette Renew to notify industrial users to restrict or terminate usage in the affected areas.

8. Phase II meeting is conducted at the designated site. Task Force Leader outlines the initial assessment of the problem and the initial plan of action. Meeting determines which contractor has equipment and labor available to facilitate the repair, the source for the materials required, and what emergency controls are to be implemented.
   a) Contractor mobilizes labor and equipment.
   b) Water Works / Lafayette Renew mobilizes employees to assist in loading materials and equipment to be utilized in the repair.
   c) Street Department determines its requirement for support materials and equipment.
   d) Utility Locate Companies identify and inform the Task Force Leader which private / public utilities have facilities in the area, and begins locating all buried facilities.
   e) Police Department / Sheriff Department restrict the area to non-emergency vehicular traffic. They begin notifying residents and coordinating evacuation of area when required.
   f) Fire Department brings in its specialty units when requested.

g) Task Force Leader directs Fire Dispatch to make Phase III notifications of all affected private utilities, and identifies the location of the disruption.

9. Begin bypass pumping to lower water level in the area of the sewer failure when required.

10. Lafayette Renew to video the pipe to verify the location and nature of the failure when required.

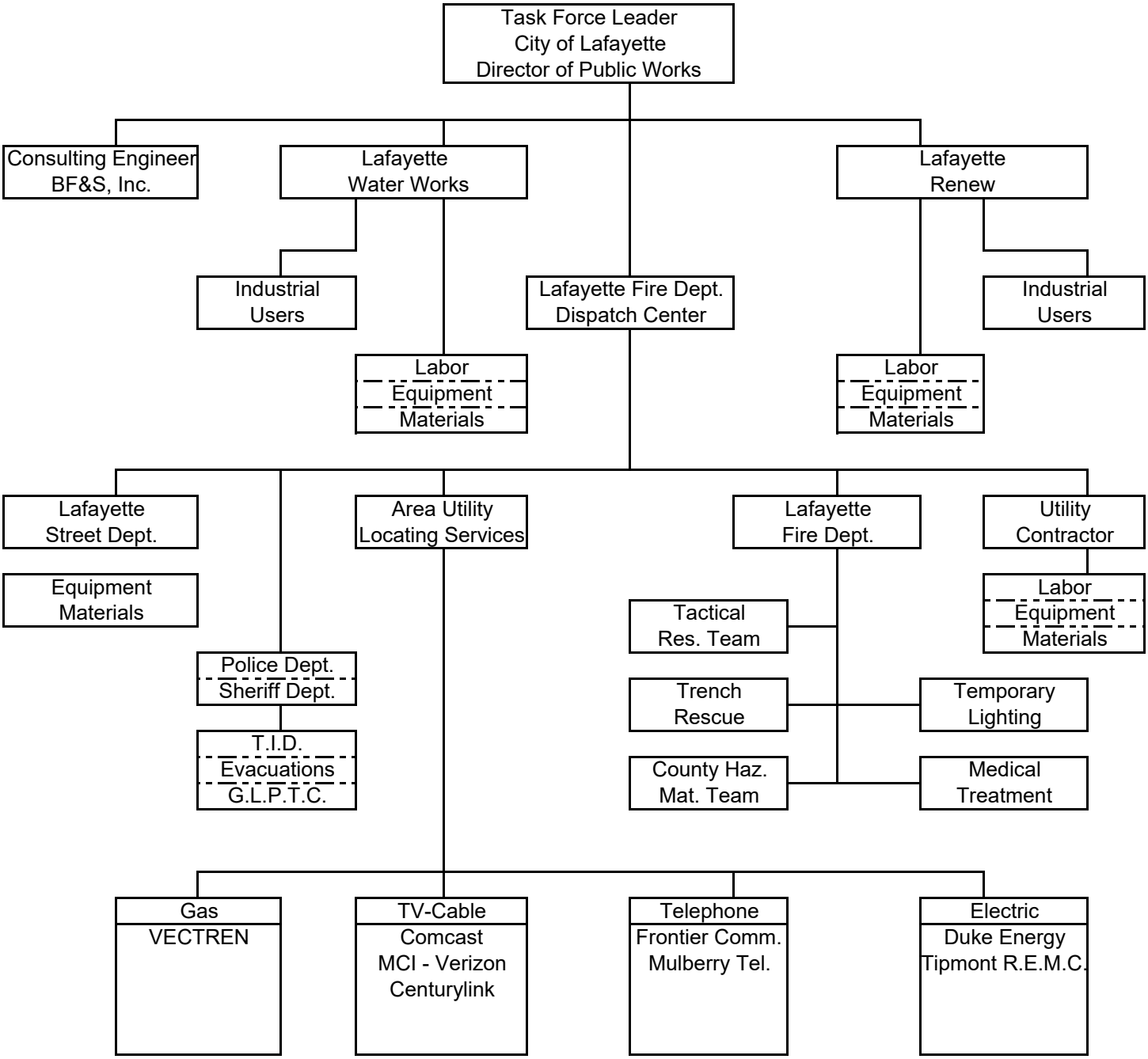
11. Progress of the repair is monitored by the Task Force Leader. Work continues until the repair is completed and service is restored to the affected utility users.

12. Emergency Repair Status will be terminated when the repair is sufficient to re-establish service to all affected customers.

13. The Water Works / Lafayette Renew Superintendent is to notify I.D.E.M. of the completion of repairs to the reported failure and notifies the Industrial users that they may resume normal usage.

Appendix A

Task Force Organizational Chart



Appendix B
Water Works Inventory Log

Description	4" Stock Inv.	Min
4" X 7.5" FS Repair Clamp	14	2
4" X 12" FS Repair Clamp	7	2
4" X 8" X .75" Tap Clamp	3	1
4" X 8" X 1" Tap Clamp	2	1
4" X 8" X 1.5" Tap Clamp	0	1
4" Maxi Coupling	0	2
4" Bell Repair Clamp	0	0
4" Cast Coupling	7	2
4" Hydra-Stop	8	3
4" Gland Pack	11	2
4" Fernco (plastic to clay)	7	2
4" Gate Valve	2	1
4" DI Main per stick (20')	4	2

Description	6" Stock Inv.	Min
6 X 7.5" FS Repair Clamp	24	2
6" X 12" FS Repair Clamp	7	2
6" X 20" Repair Clamp	1	1
6" X 30" Repair Clamp	1	2
6 X 8" X .75" Tap Clamp	3	1
6" X 8" X 1" Tap Clamp	3	1
6" X 12" X 2" Tap Clamp	0	1
6" Hi-Max Coupling	5	2
6" Bell Repair Clamp	0	0
6" Cast Coupling	21	2
6" Hydra-Stop	9	4
6" Gland Pack	12	2
6" Fernco (plastic to clay)	4	4
6" Gate Valve	6	1
6" DI Main per stick (20')	12	2

Description	8" Stock Inv.	Min
8" X 8" FS Repair Clamp	6	2
8" X 12" FS Repair Clamp	5	2
8" X 12" X 2" Tap Clamp	0	1
8" Bell Repair Clamp	0	0
8" Cast Coupling	5	2
8" Hydra-Stop	4	3
8" Gland Pack	5	2
8" Fernco (plastic to clay)	4	2
8" Gate Valve	5	1
8" DI Main per stick (20')	4	2

Description	10" Stock Inv.	Min
10" X 20" Repair Clamp	5	2
10" X 12" X 2" Tap Clamp	0	1
10" Maxi Coupling	0	2
10" Bell Repair Clamp	0	0
10" Cast Coupling	6	2
10" Hydra-Stop	3	3
10" Gland Pack	3	2
10" Gate Valve	2	1
10" DI Main per stick (20')	5.5	2

Description	12" Stock Inv.	Min
12" X 24" Repair Clamp	2	2
12" X 12" X 2" Tap Clamp	2	1
12" Maxi Coupling	0	2
12" Bell Repair Clamp	0	0
12" Cast Coupling	5	2
12" Hydra-Stop	3	3
12" Gland Pack	4	2
12" Gate Valve	2	1
12" DI Main per stick (18')	8	2

Description	14" Stock Inv.	Min
14" X 20" Repair Clamp	2	2
14" Bell Repair Clamp	0	0
14" Cast Coupling	5	2
14" Hydra-Stop	1	1
14" Gland Pack/Mega lugs	15	2
14" Gate or Butterfly Valve	1	1
14" DI Main per stick (18')	2	1

Appendix B

Water Works Inventory Log

Description	16" Stock Inv.	Min
16" X 24" Repair Clamp	2	2
16" Bell Repair Clamp	0	0
16" Cast Coupling	2	2
16" Hydra-Stop Sleeve	1	1
16" Gland Pack/mega lugs	4	2
16" Butterfly Valve	1	1
16" DI Main per stick (18')	5	1

Description	20" Stock Inv.	Min
20" X 24" Repair Clamp	1	2
20" Bell Repair Clamp	0	0
20" Cast Coupling	2	2
20" Hydra-Stop Sleeve	3	1
20" Gland Pack	2	2
20" Butterfly Valve	1	1
20" DI Main per stick (18')	1	1

Description	24" Stock Inv.	Min
24" X 24" Repair Clamp	2	2
24" Bell Repair Clamp	0	0
24" Cast Coupling	6	2
24" Hydra-Stop Sleeve	1	1
24" Gland Pack	2	2
24" Butterfly Valve	1	1
24" DI Main per stick (18')	4	1

Description	30" Stock Inv.	Min
30" Repair Clamp	1	1
30" Cast Coupling	2	2
30" Butterfly Valve	1	1
30" DI Main per stick (18')	1	1

Description	36" Stock Inv.	Min
36" Repair Clamp	1	1
36" Cast Coupling	2	2
36" DI Main per stick (18')	1	1

Description	30" Stock Inv.	Min

Water Works Emergency Equipment List

Description	Qty.
Backhoe (one with Hydraulic hammer)	3
Halogen Lights w / Stands	4
Speed Shore Units 28" X 46" (+15" Extensions) 4' X 8' Fenforms	2
Tandem Axle Dump Trucks (with snow plow attachment)	1
4" Trash Pumps (662 gpm)	1
3" Trash Pumps (425 gpm)	3
2" Trash Pumps (205 gpm)	4
Trailer mounted Air Compressor (can run two 90lb hammers similtaniously)	1
Electric Generators for Emergency Lights	2
Target Saw (concrete or asphalt)	1
Hydra-Stop Machine (rated for up to 12"dia pipe)	3
Trench Box 44"-66" wide, 6' tall	1

Appendix C

Lafayette Renew Inventory Log

Size	PVC SDR26	
	Inv. Qty.	Min. Qty.
8 in. Dia.	0	25 LF
10 in. Dia.	0	25 LF
12 in. Dia.	0	25 LF
15 in. Dia.	0	25 LF

Size	HDPE (160 psi)	
	Inv. Qty.	Min. Qty.
30 in. Dia.	0	40 LF
33 in. Dia.	0	40 LF
36 in. Dia.	0	40 LF
42 in. Dia.	0	40 LF

Size	D. I. Class 250	
	Inv. Qty.	Min. Qty.
24 in. Dia.	40	25 LF
30 in. Dia.	40	25 LF
36 in. Dia.	20	25 LF
42 in. Dia.	0	25 LF

Size	48" Structures	
	Inv. Qty.	Min. Qty.
4' Base	0	2
4' Section	3	2
3' Dome	4	2

Size	60" Structures	
	Inv. Qty.	Min. Qty.
Flat Base	0	2
6' Section	0	2
4' Section	0	2
Flat Top	0	1
60" to 48" Flat Top Reducer	2	1

Size	96" Structures	
	Inv. Qty.	Min. Qty.
Flat Base	0	2
8' Section	0	2
96" to 48" Flat Top Reducer	0	1

Size	Frames & Lids	
	Inv. Qty.	Min. Qty.
Neenah		
R-1772 CVH	14	2

Appendix C

Lafayette Renew Inventory Log

	Fernco Couplers		
Code Number	**Inv. Qty.**	**Min. Qty.**	**Description**
1056-88	8	2	8" Ø P.V.C. to 8" Ø P.V.C.
1056-1010	2	2	10" Ø P.V.C. to 10" Ø P.V.C.
1056-1212	8	2	12" Ø P.V.C. to 12" Ø P.V.C.
1056-1515	4	2	15" Ø P.V.C. to 15" Ø P.V.C.
1006-2424	2	2	24" Ø P.V.C. to 24" Ø H.D.P.E.
LDCX-4640	0	2	36" Ø P.V.C. to 36" Ø H.D.P.E./ 36" to 40" Filler Required
LDCX-5145	0	2	36" Ø P.V.C. to 36" Ø H.D.P.E./ 42" to 45" Filler Required
LDCX-5852	0	2	36" Ø P.V.C. to 36" Ø H.D.P.E./ 48" to 52" Filler Required
1056-2424	0	2	24" Ø H.D.P.E. to 24" Ø H.D.P.E.
LDCX-3636	0	2	36" Ø H.D.P.E. to 36" Ø H.D.P.E.
LDCX-4242	0	2	42" Ø H.D.P.E. to 42" Ø H.D.P.E.
LDCX-4848	0	2	48" Ø H.D.P.E. to 48" Ø H.D.P.E.

Fernco Couplers	**Inv. Qty.**	**Min. Qty.**
15" Clay to CI/PL	4	2
15" Conc to PL	3	2
18" CI/PL to CI/PL	4	2
18" Clay to CI/PL	4	2
24" Clay to PL	2	2
36" CI/PL to CI/PL	0	2
SDR 35 Pipe	**Inv. Qty.**	**Min. Qty.**
8" dia	112	56
10" dia	154	56
12" dia	98	56
15" dia	56	56

Appendix D

Emergency Contact Data Sheet

Name	1 = Phase I Notification	Organization / Company	Title	Phone Numbers: Office	Emergency	Mobile	Home	e-mail
City of Lafayette								
Jeromy Grenard	1	City	City Engineer	807-1050	807-1051	412-9693	448-3955	jgrenard@lafayette.in.gov
David Griffee	1	City	Asst. City Engineer	807-1050	807-1036	765-631-7623	N/A	dgriffee@lafayette.in.gov
Matt Shively		City	Assistant Engineer	807-1050	807-1052	574-253-1957	N/A	mshively@lafayette.in.gov
Ron Hurst	1	City	Interim Water Supt.	807-1700	807-1720	426-5055		rhurst@lafayette.in.gov
TBD		City	Asst. Water Supt	807-1700				
Steve Moore		City	Dist. Chief	807-1700	807-1712	491-9378		smoore@lafayette.in.gov
Brad Talley	1	City	Lafayette Renew Supt	807-1800	807-1802	414-1121	742-9065	btalley@lafayette.in.gov
Angie Andrews	1	City	Lafayette Renew Asst. Supt	807-1800	807-1816	404-1493		aandrews@lafayette.in.gov
Brian Beeler	1	City	Lafayette Renew Asst. Supt	807-1800	807-1800	237-7684		bbeeler@lafayette.in.gov
Pete Corbin	1	City	Sewer Chief	807-1800	807-1841	404-2175	838-3024	pcorbin@lafayette.in.gov
Dale Chumley		City	Stormwater Chief	807-1800	807-1832	479-2220	426-5407	dchumley@lafayette.in.gov
Jason Burks		City	Maint Chief	807-1800	807-1838	418-7552	464-2323	jpburks@lafayette.in.gov
Dave Buck	1	BFS	Consulting Engr	423-5602		765-418-4550		dbuck@bfsengr.com
Colin Dale		BFS	Consulting Engr	423-5602		765-404-2477		cdale@bfsengr.com
Dan Crowell		City	Street Comm.	807-1410	807-1413	714-1680		dcrowell@lafayette.in.gov
Richard Doyle	2	Fire Dept.	Fire Chief	807-1600	911	491-0320	Fax: (765) 807-1601	radoyle@lafayette.in.gov
Steve Butram		Fire Dept.	Deputy Fire Chief	807-1601	911			sbutram@lafayette.in.gov
Patrick J. Flannelly	2	Police Dept.	Chief of Police	807-1200	807-1210	479-4445	Admin/Dispatch: 807-1200	pjflannelly@lafayette.in.gov
Brad Bishop		Police Dept.	Deputy Chief of Police	807-1200				bpbishop@lafayette.in.gov
Robert Goldsmith	2	Tipp Sheriff	Tipp Co. Sheriff	423-9388				rgoldsmith@tippecanoe.in.gov
Contractors								
Casey Dillon		**Atlas Excavating**		429-4800		479-8040	447-2806	CaseyD@AtlasExcavating.com
Terry Dillon		**Atlas Excavating**		429-4800		479-9001	449-0038	TerryD@AtlasExcavating.com
Nick Dillon		**Atlas Excavating**		429-4800		479-9597		NickD@AtlasExcavatig.com
Rob Cochran		**Milestone**	General Supt	250-4029		427-4432		rob.cochran@milestonelp.com
Mark Andrews		**Milestone**	VP/Oper. Mgr	250-4042		427-2464		mark.andrews@milestonelp.com
Mark Nagle		**Milestone**	Estimating Mgr.	250-4007		427-7500		mark.nagle@milestonelp.com
Gas Utilities								
Steven Neal	3	**VECTREN (CenterPoint)**	Gas Distribution Engineering Technicial II	(765) 449-5673	(765) 637-8295			steven.neal@CenterPointEnergy.com
John Eastham	3	**VECTREN (CenterPoint)**	Public Project Engineer III	(765) 287-2119	(765) 212-4679			publicproject@CenterPointEnergy.com
Telephone Utilities								
Chuck McKean	3	**FRONTIER COMMUNICATIONS**	Specialist Engineer - Network Engineering	(219) 531-6947	(219) 476-5109			chuck.mckean@ftr.com
Joe Sarll	3	**FRONTIER COMMUNICATIONS**	Director of Engineering	(260) 461-3324	(574) 536-0723			joseph.a.sarll@ftr.com
Todd Payne	3	**FRONTIER COMMUNICATIONS**	Construction Manager - Southern Indiana	(812) 634-0390	(812) 639-3183			todd.payne@ftr.com
Doug Reckart	3	**METRONET**	Plant Construction Manager	(317) 599-1191	(317) 809-8067			doug.reckart@metronetinc.com
Korie Nellis	3	**METRONET**			(812) 213-1378			Korie.Nellis@metronetinc.com
Matthew Schulte	3	**COMMUNICATIONS CORPORATION OF INDIANA (DBA TDS TELECOM)**	Network Specialist - OSP Engineer	(262) 754-3063	(262) 309-1108			Matt.Schulte@tdstelecom.com
Pete Gascho	3	**MULBERRY TELEPHONE**		(765) 296-5953				mtc@mintel.net
Electric Utilities								
Luis Alvarez	3	**DUKE ENERGY**	Engr. Technologist II	(765) 454-6169	(765) 431-1191			Luis.AlvarezTrinta@duke-energy.com
Carl Johnson	3	**DUKE ENERGY**	Engineering Technologist - Major Projects	(765) 454-6189	(765) 431-0355			Carl.Johnson@duke-energy.com
Cindy Rowland	3	**DUKE ENERGY**	Senior Engineering Technologist	(317) 776-5341	(317) 431-4762			cindy.rowland@duke-energy.com
Joe Kline	3	**TIPMONT REMC**		(765) 426-6170				jkline@tipmont.org
Jim Lind	3	**TIPMONT REMC**	Project Engineer		(574) 870-7679	(574)870-6579		jlind@tipmont.org
Jarad McLeland	3	**TIPMONT REMC**		(574) 870-1143				jamcleland@tipmont.org
Cable TV								
William "Doug" Fishburn	3	**COMCAST**	Construction Specialist 2	(260) 410-3504				William_Fishburn@comcast.com
Robert Schulter, Jr.	3	**COMCAST**		(630) 600-6307				bob_schulter@comcast.com
Fiber Optic Cable								
Ron Kocienski	3	**MCI - VERIZON**	Engineer IV Specialist - Network Engineering		(518) 424-3950			ronald.kocienski@verizon.com
Matt Knoth	3	**TIPMONT WINTEK**	OSP Construction Manager	(765) 269-8510	(765) 414-1874			matt@indianadataline.com
Scott Builta	3	**WINDSTREAM**	Construction Manager	(309) 212-3870				donald.builta@windstream.com
Waylon Higgins	3	**ZAYO BANDWIDT**	OSP Construction Manager		(765) 341-1199			Waylon.higgins@zayo.com
John Lundell	3	**US SIGNAL**	OSP Engineer	(616) 988-7117	(616) 443-9027			jlundell@ussignal.com
John Unverferth	3	**CENTURYLINK LOCAL**		(419) 226-6342	(419) 771-8332			john.c.unverferth@centurylink.com
Dave Huckfeldt	3	**CENTURYLINK LONG HAUL (LEVEL 3< TWTELECOM, QWEST, LIGHTCORE)**			(517) 812-2592			dave.huckfeldt@level3.com

Kendall Williams-Zetina	3	**CENTURYLINK LONG HAUL (LEVEL 3< TWTELECOM, QWEST, LIGHTCORE)**		(918) 547-0547				Kendall.zetina@centurylink.com

Appendix E
Bid Tab

Description		Milestone Contractors, LP	Atlas Excavating, Inc.
EQUIPMENT: (minimums)			
Air Tools & Equipment			
	Portable air compressor, 375 CFM, 125 PSI, with 90 lb. hammer and hoses.	$40.00	$58.00
	Portable air compressor, 750 CFM, 125 PSI, with 90 lb. hammer and hoses.	$40.00	$74.00
Asphalt & Bituminous			
	Wheel mounted asphalt paver, 10' wide.	$280.00	N/A
Compaction			
	Tandem vibratory compactor, minimum 10 ton.	$85.00	$64.00
	Hydraulic compactor for backhoe mounting, 11,000 lbs. impulse force.	N/A	$142.00
	Sheeps Foot	$155.00	$72.00
	Vibratory Roller	$110.00	$72.00
Tractors & Earthmoving			
	Rigid frame grader, 12' moldboard.	$110.00	$237.00
	Tractor-loader-backhoes 1 CY bucket 14'3" digging depth.	$70.00	$60.00
	4-WD articulated wheel loader 2-2½ CY bucket.	$98.00	$100.00
	Wheel loader, 1-2 CY bucket	$98.00	$100.00
	D-5 dozer or equal.	$97.50	$153.00
	Farm Tractor and disk, 10ft. Min till width	$65.00	$137.00
Excavating			
	Crawler mounted excavator, 68,000 lbs. capable of 8' bottom @ 25' deep.	$225.00	$255.00
	Crawler mounted hydraulic excavator 1-1½ CY bucket capacity.	$97.50	$143.00
	Crawler mounted hydraulic excavator 2-2½ CY bucket capacity.	$155.00	$255.00
Motors & Generators			
	Small generator sets, gasoline, 12,000 W, 24 HP.	N/A	$28.00
Bypass Pumping			
	Heavy duty centrifugal pumps, 6" w/1800' discharge hose.	N/A	$168.00
	Heavy duty centrifugal pumps, 8" w/1800' discharge hose.	N/A	$231.00
	Heavy duty centrifugal pumps, 10" w/1800' discharge hose.	N/A	$294.00
	Heavy duty centrifugal pumps, 12" w/1800' discharge hose.	N/A	$326.00
	Trash pump, 3"-4" w/50' of hose.	N/A	$25.00

Trailers			
	Tilt deck utility trailer, 20' deck length.	N/A	$61.00
	Low boy semi trailer, minimum 35T capacity.	$110.00	$228.00
Road Maintenance			
	Self propelled pavement broom	$55.00	$50.00
Trucks			
	Dump truck single axle.	N/A	$59.00
	Dump truck tandem axle.	N/A	$131.00
	Dump truck tri-axle.	N/A	$136.00
	3 ton flat bed truck.	$60.00	$89.00
Miscellaneous			
	Portable light towers, diesel, minimum 10' height, ≥ 4 lights.	N/A	$37.00
	Steel trench box, 20' length, up to 72" width.	N/A	$37.00
	Steel manhole box.	N/A	$32.00
	Vacuum truck w/minimum of 1,000 lb. capacity.	N/A	$310.00
	Pull behnd portable sheepsfoot	N/A	$53.00
Bidder's Additional Items			
	Mechanic's Truck (Welder)	N/A	$194.00
	Pipe Van	N/A	$36.00
	8' Asphalt Paver	$230.00	N/A
	Distributor	$125.00	N/A
	Scraper	$145.00	N/A
	Small Dozer	$85.00	N/A
	Small Grader	$60.00	N/A
	Static Roller	$45.00	N/A
	Water Truck	$85.00	N/A
	Concrete Saw	$30.00	N/A
	Grinder and Attachments	$50.00	N/A
	Skid Steer	$75.00	N/A
	Pick up Truck	$40.00	N/A
	Side Paver	$140.00	N/A
	VacAtlt Sweeper Truck	$145.00	N/A
LABOR: Work Classification			
	Laborer 1	$76.00	$88.00
	Laborer II	$76.00	$88.00
	Pipe Layer	$76.00	$91.00
	Operator	$100.00	$125.00
	Oiler	$100.00	$125.00
	Teamster	$85.00	$168.00
	Foreman	$78.00	$150.00
	Superintendent	$94.00	$250.00
	Carpenter	$92.00	N/A
	Mechanic/Welder	$100.00	$157.00
	Project Manager	$99.00	$150.00
MATERIALS MARK-UP			
	Materials furnished by contractor. All paid material invoices to accompany any pay request.	10%	15%

** **Rates shown are hourly rates (8-hour minimum). *** A 4 (four) hour minimum applies to this rate. These rates will be charged for any portion of a 24-hour time period on a per-day basis.**

Approved by the Board of Public Works and Safety on the _____ day of _____, 2020

_____
Gary Henriott, President

_____
Cindy Murray, Member

_____
Norm Childress, Member

_____
Ron Shriner, Member

_____
Amy Moulton, Member

ATTEST:

_____
Mindy Miller, Deputy Clerk

CITY OF
LAFAYETTE

July 7, 2020

Board of Public Works and Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you a Notice of Award, Contract, and Notice to Proceed for the 18th Street & Central Street Drainage Improvements Project. This project is for furnishing and installing storm sewer inlets, storm sewer pipe, and related work.

Sealed bids for this project were opened at the Board of Works Meeting on June 23, 2020. This Award, Contract, and Notice to Proceed are with the low bidder Milestone Contractors, L.P. who submitted the low bid of $90,690. Other bids received were from Midwest Paving LLC in the amount of $107,466 and Atlas Excavating Inc. in the amount of $168,910.

The Notice to Proceed for this project begins July 14, 2020 with a Substantial Completion by August 28, 2020 and Final Completion by August 28, 2020.

These documents have been reviewed by the City Attorney and I recommend them for your approval.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew

LAFAYETTE RENEW
WATER · ENVIRONMENT · COMMUNITY
1700 Wabash Avenue Lafayette, Indiana 47909 p 765.807.1800

June 30, 2020

Brad Talley, Superintendent
Lafayette Renew
1700 Wabash Avenue
Lafayette, Indiana 47909

RE: Lafayette Renew – 18th Street and Central Street Drainage Improvements Project Bid Tabulation & Results

Dear Mr. Talley:

On Tuesday, June 23, 2020 the City of Lafayette opened bids for the Lafayette Renew – 18th Street and Central Street Drainage Improvements Project. Three contractors submitted bids for the project and VS Engineering has reviewed each of the bids for completeness. Based upon our review of the documents, the apparent low, responsive, and responsible bid came from Milestone Contractors, L.P. in the amount of $90,690.00. The bid tabulation is enclosed for your review.

The Engineer's Opinion of Probable Construction Cost (OPCC) was $91,494.00.

VS Engineering recommends that the City of Lafayette award the project to Milestone Contractors, L.P.

If you have any questions, or need additional information, please do not hesitate to call me at (812) 332-5944 or email me at srobertson@vsengineering.com.

Sincerely,

Sam Robertson, P.E., CFM
Senior Project Manager
VS Engineering, Inc.

Bid Tabulation

for the

City of Lafayette

18th Street and Central Street Drainage Improvements

BID			ENGINEER'S OPINION - BID		MILESTONE CONTRACTORS, L.P.		MIDWEST PAVING LLC		ATLAS EXCAVATING INC.	
BID ITEM	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	ESTIMATE	BID UNIT PRICE	ESTIMATE	BID UNIT PRICE	ESTIMATE	BID UNIT PRICE	ESTIMATE
CONSTRUCTION ENGINEERING	LS	1	$4,200.00	$4,200.00	$4,200.00	$4,200.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00
MOBILIZATION AND DEMOBILIZATION	LS	1	$9,600.00	$9,600.00	$9,926.50	$9,926.50	$37,447.00	$37,447.00	$8,445.00	$8,445.00
TEMPORARY INLET PROTECTION	EACH	3	$240.00	$720.00	$840.00	$2,520.00	$100.00	$300.00	$190.00	$570.00
STRUCTURE BACKFILL, TYPE 2	CYS	97	$60.00	$5,820.00	$58.00	$5,626.00	$1.00	$97.00	$55.00	$5,335.00
COMPACTED AGGREGATE NO. 53	CYS	20	$60.00	$1,200.00	$85.00	$1,700.00	$35.00	$700.00	$70.00	$1,400.00
MILLING, ASPHALT, 1 1/2 IN	SYS	470	$12.00	$5,640.00	$17.15	$8,060.50	$5.00	$2,350.00	$40.00	$18,800.00
QC/QA-HMA, 3, 70, SURFACE, 9.5 mm	TON	40	$108.00	$4,320.00	$200.00	$8,000.00	$100.00	$4,000.00	$300.00	$12,000.00
ASPHALT FOR TACK COAT	SYS	470	$3.00	$1,410.00	$0.30	$141.00	$0.10	$47.00	$0.50	$235.00
PIPE, TYPE 1, CIRCULAR, 12 IN.	LFT	19	$90.00	$1,710.00	$225.00	$4,275.00	$100.00	$1,900.00	$230.00	$4,370.00
PIPE, TYPE 1, CIRCULAR, 15 IN.	LFT	182	$102.00	$18,564.00	$113.00	$20,566.00	$100.00	$18,200.00	$280.00	$50,960.00
HMA FOR STRUCTURE INSTALLATION, TYPE C	TON	31	$360.00	$11,160.00	$175.00	$5,425.00	$100.00	$3,100.00	$620.00	$19,220.00
INLET, A2	EACH	3	$4,200.00	$12,600.00	$2,800.00	$8,400.00	$2,500.00	$7,500.00	$4,000.00	$12,000.00
MANHOLE, C4 MODIFIED	EACH	1	$8,400.00	$8,400.00	$4,400.00	$4,400.00	$20,000.00	$20,000.00	$17,000.00	$17,000.00
MAINTAINING TRAFFIC	LS	1	$6,000.00	$6,000.00	$7,070.00	$7,070.00	$10,000.00	$10,000.00	$16,000.00	$16,000.00
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	25	$6.00	$150.00	$15.20	$380.00	$13.00	$325.00	$63.00	$1,575.00
BID TOTAL				**$91,494.00**		**$90,690.00**		**$107,466.00**		**$168,910.00**

BID CHECKLIST			
Bid Bond and Power of Attorney	X	X	X
Acknowledgement of Addenda	N/A	N/A	N/A
Bid Form (signed by bidder and sealed by notary)	X	X	X
IN Form 96	X	X	X
Contracting with Iran Form			X
Financial Statement	X	X	X

SAMUEL E. ROBERTSON REGISTERED No. PE10707586 STATE OF INDIANA PROFESSIONAL ENGINEER

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Lafayette – Lafayette Renew ("Owner") and Milestone Contractors, L.P. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *18th Street & Central Street Drainage Improvements Project*.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **VS Engineering, Inc.**

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before **August 28, 2020**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 28, 2020**.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **$500.00** for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

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2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$500.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

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previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. **10%** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **10%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200%** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of **5%** percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

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F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Contracting with Iran Form (page 8).
3. Performance bond (pages 9 to 10, inclusive).
4. Payment bond (pages 11 to 12, inclusive).
5. General Conditions (pages 13 to 42, inclusive).
6. Supplementary Conditions (pages 43 to 46, inclusive).
7. Smoking in Public Places Statute (pages 47 to 52, inclusive).
8. Special Provisions (pages 53 to 54, inclusive)
9. Drawings (not attached but incorporated by reference) consisting of **7** sheets as listed on the attached sheet index.
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 29, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

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D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 7/7/2020 (which is the Effective Date of the Contract).

OWNER:

_____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

_____

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

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CONTRACTING WITH IRAN CERTIFICATION FORM
ADDITIONAL CONTRACT CLAUSE ATTACHMENT

The following clause is added and incorporated as an additional contract term to:

18th Street and Central Street Drainage Improvements

No Investment in Iran. As required by IC 5-22-16.5-13, the Contractor hereby certifies that the Contractor is not engaged in investment activities in Iran.

_____
Contractor Name, Printed

Signed: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ _____ as Principal, and _____ as Surety, are held and firmly bound unto the _____ for the benefit of the City of Lafayette, hereinafter called the Owner, in the penal sum of _____ _____ dollars ($_____) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this ___ day of _____ , 20___.

The condition of this obligation is such that whereas the above named Principal did, on the _____ day of _____, 20__, enter into a Contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

18th Street and central Street Drainage Improvements

as described and defined in said Contract and in the Specifications and Drawings, prepared by the City of Lafayette, Indiana which are a part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of _____ _____ dollars ($_____), and to remove and replace any defective or unsuitable equipment or structure at the expense of said Principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which Contract is made a part of this bond the same as though set forth herein.

Now if said Principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the Specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract, Plans, Specifications, Drawings or Profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this ___ day of _____, 20__, affixed our signatures and corporate seals to **3** executed original counterparts of this bond.

_____
Principal

ATTEST:

_____ By _____
Authorized Agent

_____
Surety

ATTEST:

_____ By _____
Attorney-In-Fact

CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ _____ as Principal, and _____ _____ as Surety, are held and firmly bound unto the _____ for the benefit of the City of Lafayette, hereinafter called the Owner, in the penal sum of _____ _____ dollars ($_____) for the payment of which we are hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this ___ day of _____, 20___.

The condition of this obligation is such that whereas the above named Principal did, on the ___ day of _____, 20__, enter into a Contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

18th Street and Central Street Drainage Improvements

as described and defined in said Contract and in the Specifications and Drawings, prepared by _____ which are part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of _____ _____ dollars ($_____) and to remove and replace any defective or unsuitable equipment or structure at the expense of said Principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work which Contract is made a part of this bond the same as though set forth herein.

Now if said Principal shall promptly pay all indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said Contract; we agreeing and assenting that this undertaking directly insures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said Contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the Specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract, plans, specifications, drawings, or profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or

operate to release or discharge said Surety and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this _____ day of _____, 20___, affixed our signatures and corporate seals to ___ executed original counterparts of this bond.

_____
Principal

ATTEST:

_____ By _____
Authorized Agent

_____
Surety

ATTEST:

_____ By _____
Attorney-In-Fact

SECTION 00700

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STANDARD GENERAL CONDITIONS

SECTION 1 - CONTRACT DOCUMENTS

ARTICLE 1.1 - GENERAL

This project consists of the following component parts, all of which are as full a part of the Construction Contract as if therein set out verbatim, or, if not attached, as if hereto attached:

A. Construction Contract including Additional Contract Provisions
B. Contractor's Proposal
C. Notice to Bidders
D. Specifications (including Addenda)

    1. Instructions to Bidder
    2. General Conditions of the Contract
    3. Detailed Specifications
    4. Supplementary Conditions, if any

E. Drawings

In the event any item in any of the above component parts of this Contract conflicts with an item in any other of the component parts, the item in the component part first listed above shall govern over any other component part which follows it alpha-numerically, except as may be otherwise stated.

ARTICLE 1.2 - BIDDING DOCUMENTS

Bidding documents issued by the Owner to assist contractor in preparing their proposals include:

A. Notice to Bidders

B. Instructions to Bidders.

C. Proposal Form: The offer of a Bidder to perform the work described by the Contract Documents is to be made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

D. Proposal Guaranty: A Cashier's Check of Bidder's Bond in an amount equal to five percent (5%) of the total proposal amount shall accompany the Proposal submitted by the Bidder, as a guaranty that the Bidder will enter into an Agreement with the Owner of the construction of the work, if the Contract is awarded to him.

E. Addenda to Contract Documents: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

ARTICLE 1.3 - CONTRACTUAL DOCUMENTS

A. Agreement covering the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials therefore.

B. Bonds: The Contractor shall furnish bonds in a form prescribed by the Owner and with a surety company authorized to do business in the State of Indiana as follows:

1. At the time of execution of the Contract Agreement, a Performance Bond in an amount equal to one hundred percent (100%) of the total Contract Amount as a guaranty of good faith on the part of the Contractor to do, perform and complete those things agreed to in the Contract Agreement with the Owner, including a one (1) year warranty period.

2. Prior to final payment to the Contractor, a Payment Bond in an amount equal to one hundred percent (100%) of the total Contract Amount as a guaranty of payment by the Contractor for all indebtedness which he has accrued on account of any labor, service or material in carrying forth the provisions of the Contract Agreement with the Owner.

ARTICLE 1.4 - GENERAL CONDITIONS OF THE CONTRACT

General Conditions outline certain general responsibilities of the Owner and the Contractor (who are the parties to the Contract) and also those responsibilities delegated by the Owner to the Engineer who acts as the agent of the Owner.

A. Definitions: Wherever the words hereinafter defined, or pronouns used in their stead, occur in these Specifications and Contract Documents, they shall have the meanings herein given:

1. "Owner" - municipality, person, firm, or corporation as specified in the Advertisement for Bids, for whom the work is to be done.

2. "Contractor" - person, firm, or corporation entering into a contract with the Owner to construct and complete the work as herein specified, set out and shown. Contractor is a Tier 1 contractor as defined in IC 5-16-13(4)(1)

3. "Subcontractor" - person, firm, or corporation, other than a Contractor, supplying labor and materials or labor for work at the site of the project. The term Subcontractor includes all of the following:

(A) "Tier 2 contractor" includes each person that has a contract with a tier 1 contractor to perform some part of the work on, supply some of the materials for, or supply a service for the project. A person included in this tier is also known as a "subcontractor". (B) "Tier 3 contractor" inclues each person that has a contract with a tier 2 contractor to perform some part of the work on, supply some of the materials for, or supply a service for the project. A person included in this tier is also known as a "sub-subcontractor";

(C) "Lower Tier Contractor" includes a person that has a contract with a tier 3 contractor or lower tier contractor to perform some part of the work on, supply some of the materials for, or supply a service for the project. A person included in this tier is also known as a "lower tier subcontractor".

4. "Engineer" - The person, firm or corporation named as such in the Agreement.

ARTICLE 1.5 - DETAILED SPECIFICATIONS

Special provisions not included in the General Conditions of the Contract, which apply to this specific project, are contained in the Supplementary Conditions.

ARTICLE 1.6 - DRAWINGS AND SPECIFICATIONS

The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, equipment and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The Contractor shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner, and fully complete the work or improvement, operational and ready for occupancy by the Owner.

A. Discrepancies: Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, who shall promptly

correct such inconsistencies or ambiguities in writing. Any work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.

B. Adequacy: Responsibility for adequacy of the design and for sufficiency of the Drawings and Specifications shall be borne by the Owner. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the Owner through the Engineer or by the Engineer as representative of the Owner. The Drawings and Specifications shall be considered inseparable documents and in considering them the Contractor shall rely upon both instruments in order to perform the work in accordance with their combined intent.

C. Additional Instructions: Further instructions may be issued by the Engineer during the progress of the work by means of Drawings and Specifications, or as may be necessary to explain or illustrate changes in the work to be done.

D. The fact that specific mention of a fixture, or of any part of work, is omitted in the Specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the Drawings, or is usually and customarily required to fully complete such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said fixtures or work or both, must be installed or done the same as if called for by both Drawings and Specifications.

E. All work indicated on the Drawings and not mentioned in the Specifications or vice versa, and all work and material usual and necessary to make work complete in all its parts, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by both the Drawings and Specifications.

F. Drawings and Specifications: The Engineer shall furnish the Contractor up to five (5) sets of Drawings and Specifications covering this project at no cost to the Contractor. For each set of Drawings and Specifications furnished to the Contractor, or any of his subcontractors, in excess of this number, the Contractor shall be billed at actual cost of printing and delivery.

G. Dimensions: Only figured dimensions on the Drawings will be used by the Contractor. Where the work of the Contractor is affected by finish dimensions, these shall be determined and verified by the Contractor at the site, and he shall assume the responsibility therefore.

H. Ownership of Drawings and Models: All Drawings, Specifications, and copies thereof furnished by the Engineer are the property of the Engineer. They are not to be used on other work, and with the exception of the signed Contract set, are to be returned to him upon request at the completion of the work. All models are the property of the Engineer.

ARTICLE 1.7 - CONTRACT DOCUMENTS FOR THE USE OF THE ENGINEER

The Contractor shall maintain one complete set of the Contract Documents at the job site which shall be available to the Engineer at all times and upon which the Contractor shall record all changes and field adjustments. The Contractor shall keep one copy of plans, shop drawings, and supplemental drawings at the site in good order and annotated to show all changes made during construction. Prior to submission of the final application for payment, the annotated set of plans showing the changes and nameplate data shall be made available to the Engineer, for the preparation of record drawings. The Contractor shall assist the Engineer in the preparation of these record drawings.

SECTION 2 - OWNER-CONTRACTOR-ENGINEER RELATIONS

ARTICLE 2.1 - OWNER'S RIGHTS AND RESPONSIBILITIES

A. Lands by Owner: The Owner will provide the lands shown on the Drawings or described in the Specifications upon which the work under the Contract is to be performed and to be used for right-of-way purposes. Any delay in furnishing these lands by the Owner will be deemed proper cause for adjustment in the Contract Amount and in the time of completion.

B. Base Lines and Bench Marks: Unless otherwise specified, the Contractor will establish base lines necessary for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work.

C. Owner's Right to Correct Deficiencies: Upon failure to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion and after five (5) days' written notice to the Contractor, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies in work intended to become a permanent part of the project. The cost to correct such deficiencies may be deducted from the payment due the Contractor.

D. Suspension of Work by Owner: The Owner shall have the authority to suspend the work wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract. No extension of time will be allowed if work is suspended by the failure of the Contractor to comply with the Drawings and Specifications.

E. Owner's Right to Terminate Agreement and Complete the Work: The Owner shall have the right to terminate his agreement with the Contractor after giving ten (10) days' written notice of termination to the Contractor in the event of any default by the Contractor.

1. Default by Contract: It shall be considered a default by the Contractor whenever he shall:

   (a) Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

   (b) Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.

   (c) Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.

2. Completion by the Owner: In the event of termination of the Agreement by the Owner because of default by the Contractor, the Owner may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

ARTICLE 2.2 - CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations, or approvals by the Engineer or persons other than the Contractor, shall in no way relieve the Contractor of his obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction".

A. Lands by Contractor: Any land and access thereto not specifically shown to be furnished by the Owner that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage to such additional areas as he may provide at his expense.

   1. Private and Public Property: The Contractor shall not enter upon private property for any purpose without obtaining permission from owner of said property. He shall be responsible for the preservation of all public property, trees, monuments, structures and improvements, along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent had witnessed or otherwise referenced their location and shall not remove them until directed.

B. Surveys: Based upon the information provided by the Owner, the Contractor shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The Contractor shall carefully preserve bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the loss or disturbance of such bench marks, reference points and stakes.

C. Public Utilities: The elevation and location of all public utilities shown on the drawings were taken from existing public records. It shall be the duty of the Contractor to make final and exact determination of the location and extent of all utilities and he will be liable for any expense resulting from damage to them.

D. Superintendent: A qualified superintendent, who is acceptable to the Owner, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all instruction given to the superintendent shall be considered as given to the Contractor. It shall be the responsibility of this Contractor's superintendent to coordinate the work of all the Subcontractors. The superintendent shall be present on the site at all times required to perform adequate supervision and coordination.

E. Subcontracts: The Contractor shall submit in writing for review of the Owner the names of the Subcontractors proposed for the work with the bid proposal form. Subcontractors may not be changed except at the request or with the approval of

the Owner. The Contractor is responsible to the Owner for the acts and deficiencies of his Subcontractors and of their direct and indirect employees to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Documents shall not be construed as creating any contractual relation between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor by the terms of the Contract Documents.

1. For convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the Owner or the Engineer an arbiter to establish limits to the contracts between Contractor and Subcontractor.

F. Contractor's Right to Suspend Work or Terminate Agreement: Contractor may suspend work or terminate his Agreement with the Owner upon ten (10) days' written notice to the Owner for any of the following reasons:

1. If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.

2. If the Owner should fail to act upon any Request for Payment within thirty (30) days after it is presented in accordance with the General Conditions of the Contract.

G. Work During an Emergency: The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Owner of the emergency as soon as practicable, but he shall not wait for instruction before proceeding to properly protect both life and property.

H. E-Verify: Contractor shall submit, before work begins on the project, the E-Verify case number for each individual who is required to be verified under IC 22-5-1.7. An individual who is required to be verified under IC 22-5-1.7 whose final case result is final nonconfirmation may not be employed on the project. Contractor shall not permit any Subcontractor to work on the project unless the Subcontractor complies with the same E-Verify requirements.

I. Cash Payments. Contract may not pay cash to any individual employed by the Contractor for work done by the individual on the project. Contractor shall not permit any Subcontractor to work on the project unless the Subcontract complies with the same cash payment requirements.

J. Fair Labor Standards. Contractor must be in compliance with the federal Fair Labor Standards act of 1938, as amended (29 U.S.C. 201-209) and IC 22-2-2-1 through IC

22-2-2-8. Contractor shall not permit any Subcontractor to work on the project unless the Subcontractor complies with the same fair labor standards.

K. Worker's Compensation. Contractor must be compliance with IC 22-3-5-1 and IC 22-3-7-34. Contract shall not permit any Subcontractor to work on the project unless the Subcontractor is in compliance with the same worker's compensation requirements.

L. Unemployment. Contractor must be in compliance with IC 22-4-1 through IC 22-4-39.5. A Contractor shall not permit any Subcontract to work on the project unless the Subcontractor is in compliance with the same unemployment requirements.

M. Drug Testing of Employees. Contractor must be in compliance with IC 4-13-18-1 through IC 4-13-18-7. A Contractor shall not permit any Subcontractor to work on the project unless the Subcontractor is in compliance with the same drug testing requirements.

N. Training Program. If the Contractor employes more than fifty (50) journeyman, the Contractor must comply with IC 5-16-13(12). Contractor shall not permit any Tier 2 contractor that employes more than fifty (50) journeyman to work on the project unless the Tier 2 contractor complies with the same training program requirements.

ARTICLE 2.3 - RESPONSIBILITY OF THE ENGINEER

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor. The duties and responsibilities of the Engineer as set forth herein shall not be extended except through written consent of the Engineer and the Owner.

A. Observation of the Work: All materials and each part or detail of the work shall be subject at all times to observation by the Engineer and the Owner, and the Contractor will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make his observations and construction review.

B. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Engineer's decision relative to the performance of the work.

ARTICLE 2.4 - ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

ARTICLE 2.5 - OBSERVATION OF COMPLETED WORK

The Contractor shall remove or uncover such portions of the completed work as may be directed by the Owner at any time before acceptance of the work. After examination, the Contractor shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the restoring of the work shall be paid for as Extra Work, but should the work exposed or examined prove unacceptable, the uncovering, removing and restoring of the work shall be at the Contractor's expense.

ARTICLE 2.6 - WORK BY OWNER OR OTHER CONTRACTORS

A. Separate Contracts: The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other contractors affecting his work and to report to the Owner any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Owner of such irregularities shall indicate the work of other contractors has been satisfactorily completed to receive his work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Owner immediately any difference between completed work by others and the provisions of the Contract Documents.

B. Written Agreement: Whenever work being done by the Owner through his own employees or through other contractors is contiguous to work covered by the Contract Documents, the respective rights of the various interests involved shall be established by written agreement to secure the completion of the various portions of the work in general harmony.

ARTICLE 2.7 - HOURS OF OPERATION

A. No night or Sunday work requiring the presence of the Engineer or Inspector will be permitted, except to such an extent as it is absolutely necessary, and with the prior written approval of the Engineer.

B. No work in excess of eight (8) hours per day or forty (40) hours per week requiring the presence of the Engineer or Inspector will be permitted without prior written approval of the Engineer.

SECTION 3 - MATERIALS, EQUIPMENT AND WORKMANSHIP

ARTICLE 3.1 - MATERIALS AND EQUIPMENT

The materials and equipment installed in the work shall meet the requirements of the Contract Documents and no materials or equipment shall be ordered until reviewed and approved by the Engineer. All materials and equipment not otherwise specifically indicated shall be furnished by the Contractor. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, heat, light and power, etc. all necessary to the execution of the work. Unless otherwise specified, all material shall be new and both workmanship and material shall be of good quality.

A. Substitutions: In order to establish standards of quality, the Engineer has referred to certain products by name and model number on the plans and/or in the detailed specifications. Subject to stipulations set out in the Bidder's Information, this procedure shall not be construed as eliminating from competition other products of equal or better quality by other manufacturers, which are fully suitable in design, as approved by the Engineer.

    1. The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.

    2. The Contractor shall abide by the Engineer's decision when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item or equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor and not by individual trades or material suppliers. The Engineer will review proposed substitutions and make his recommendations in writing within a reasonable time.

B. Arrangement: Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Contract Documents, and to make all changes in the work required by such arrangement.

C. Unacceptable Materials and Equipment: Materials and equipment which do not conform to the requirements of the Contract Documents, are not equal to samples reviewed by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed.

D. Storage: Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the property owner.

E. Manufacturer's Directions: Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer's guidelines.

ARTICLE 3.2 - SAMPLES

All samples called for in the Specifications or required by the Engineer shall be furnished by the Contractor and shall be submitted to the Engineer for his review.

A. Samples for Test: Contractor shall furnish such samples of materials as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents.

B. Contractor's Guaranty: All samples shall be submitted by the Contractor with a covering letter indicating that such samples are recommended by the Contractor for the service intended and that the Contractor's Guaranty will fully apply.

ARTICLE 3.3 - SHOP DRAWINGS

The Contractor shall provide shop drawings, schedules and other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications or the Engineer's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Engineer at the time of the first

submission of shop drawings and other drawings for consideration. The Engineer's review of any drawings shall not release the Contractor from responsibility for any variation from the Contract Documents; nor will any review by the Engineer relieve Contractor from responsibility or omissions in the Shop Drawing. Shop drawings shall be submitted according to a schedule prepared jointly by the Contractor and the Engineer.

A. Contractor's Certification: When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the shop drawings, that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents, and that he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. Contractor shall also certify that the work represented by the shop drawings is recommended by the Contractor and that the Contractor's Guaranty will fully apply.

ARTICLE 3.4 - EQUIPMENT DATA

The Contractor shall submit for the Engineer's review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type. This submission shall be compiled by the Contractor and reviewed and approved by the Engineer before any of the equipment is ordered.

ARTICLE 3.5 - REJECTED WORK AND MATERIALS

Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Owner, and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

A. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove them and may store the materials.

B. Correction of faulty work after final payment shall be in accordance with Section 5, Article 11.

ARTICLE 3.6 - CUTTING AND PATCHING

The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as approved by the Engineer. Cutting of existing structure that may endanger the work, adjacent property, workmen or the public shall not be done.

ARTICLE 3.7 - CHARACTER OF WORKMEN

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any Subcontractor or persons employed by Subcontractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or Subcontractor who does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Owner, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Owner.

SECTION 4 - INSURANCE, LEGAL RESPONSIBILITY AND SAFETY

ARTICLE 4.1 - INSURANCE REQUIREMENTS:

The Contractor agrees to purchase from a company lawfully authorized to do business in the State of Indiana, with a rating of no lower than (A-) by AM Best rating or other rating services. The insurance must be maintained without interruption from the date of commencement of the Contractor's work. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by each Subcontractor.

The following is the minimum limits of coverage acceptable:

WORKERS COMPENSATION

$100,000 Each Accident
$500,000 Disease Policy Limit
$500,000 Disease Each Employee

If Workers Compensation is not required, as Contractor is operating as an sole proprietor, partnership, or member of a LLC, Contractor will provide a validated "Waiver" from the State of Indiana.

AUTOMOBILE

$1,000,000 Combined Single Limit. Covered autos include owned, hired and non-owned.

COMMERCIAL GENERAL LIABILITY

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

Contractor's insurance shall be PRIMARY and NON-CONTRIBUTORY (including, but not limited to contribution by equal shares) basis to the Owner. The Contractor's policy will be amended to reflect this requirement.

Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the provisions of Section 4, Article 6.

UMBRELLA

$1,000,000 Each Occurence
$2,000,000 Aggregate

RAILROAD PROTECTIVE INSURANCE

If applicable, before commencement of work under or across a railroad, the Contractor shall obtain, at his own cost, Railroad Protective Insurance in accordance with the requirements of the specified railroad.

BUILDER'S RISK "ALL RISK" INSURANCE

If the project includes construction of a building, before commencement of the work, the Contractor shall submit written evidence that he has obtained, for the period of the Contract, Builders' Risk "All-Risk" Completed Value Insurance coverage, including Flood and Earthquake, upon the entire project which is the subject of this Contract and including completed work and work in progress. Such insurance shall include as Additional Named Insureds: The Owner and the Engineer and each of their employees and agents; and any other persons with an insurable interest designated by the Owner as an Additional Named Insured. If such insurance has a deductible clause, the amount deductible shall not exceed $250.00.

ARTICLE 4.2 - ADDITIONAL INSURED REQUIREMENT

Contractor must name the City of Lafayette as an ADDITIONAL INSURED with respect to the General Liability policy. (form CG2010 or equivalent) The Contractor's policy will be amended to reflect this requirement. The Contractor shall provide a Waiver of Subrogation in favor of the Owner.

ARTICLE 4.3 - CERTIFICATES OF INSURANCE

Contractor must furnish a Certificate of Insurance on the ACORD (form 25-S) prior to the commencement of the subcontractor's work. The certificate and the insurance policy must be endorsed to reflect the insurance will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City of Lafayette. Should any policy be cancelled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

The Certificate must read: City of Lafayette is an Additional Insured with respects to General Liability.

ARTICLE 4.4 - ADEQUACY OF PERFORMANCE

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be cancelled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

ARTICLE 4.5 - PAYMENT OF DAMAGES

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

ARTICLE 4.6 - INDEMNITY

The Contractor shall hold harmless, indemnify and defend the Owner and the Engineer and each of their employees and agents, from any and all liability claims, losses or damage arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the Owner or the Engineer.

ARTICLE 4.7 - PATENTS AND ROYALTIES

If any design, device, material or process covered by patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner and Engineer from any and all loss or expense on account thereof, including its use by the Owner.

ARTICLE 4.8 - PERMITS

All permits and licenses (except as listed hereafter) necessary for the prosecution of the work shall be secured and paid for by the Contractor.

The permits for construction within or across public or private property, rights-of-way or easements of highways, railroads, gas lines, electric power transmission lines, water lines, telephone lines, telegraph lines, levees, or other utilities shall be secured and paid for by the Owner, excepting any bonds or insurance required by the affected agency or utility.

ARTICLE 4.9 - ASSIGNMENT OF CONTRACT

Neither the Contractor nor the Owner shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

ARTICLE 4.10 - WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, warning lights and watchmen and take all necessary precautions for the protection of the work and safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept operative from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.

ARTICLE 4.11 - PUBLIC CONVENIENCE

The Contractor shall at all times conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities.

Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

ARTICLE 4.12 - SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

ARTICLE 4.13 - SANITARY PROVISIONS

The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and state departments of health.

ARTICLE 4.14 - WAGE RATES AND LABOR REQUIREMENTS (If required by Federal law)

General: If required by Federal law, Contractors performing work on this project must fulfill requirements of the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours Standards Act, and Executive Order No. 11246. Section 601 of the Civil Rights Act also applies to this project.

Each laborer or mechanic of the Contractor or Subcontractor engaged in work on the project, under this Contract in the trade or occupation listed, shall be paid not less than this hourly wage rate set forth, regardless of any contractual relationship which may be alleged to exist between the Contractor of any Subcontractors and such laborers and mechanics.

Note: The Engineer will endeavor to see that wage rates are established at the earliest possible date and subsequently issued in the form of an addendum at least ten (10) days prior to the date of receiving bids.

A. Any laborer or mechanic employed to perform work on the project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him. In the event

any dispute on that question cannot be adjusted by the Engineer, the question and the information together with the recommendations of the Engineer, shall be referred for determination to the Owner's governing body or other duly designated official whose decision on the question shall be conclusive on the parties to the Contract with the same effect as if the work performed by such laborer or mechanic had been classified and the minimum rate specified herein.

B. The foregoing specified wage rates are minimum rates only, and the Owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this Contract. All disputes in regard to the payment of wages in excess of those specified in this Contract shall be settled by the Contractor.

C. Employees must be paid for overtime at one and one-half (1 1/2) times regular rate for all time over forty (40) hours in any week.

D. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by the Owner's governing body or other duly designated officials.

E. The minimum wage rates, if any, herein specified for apprentices shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeyman mechanics. Except as otherwise required by law, the number of apprentices, in each trade or occupation, employed by the Contractor or any Subcontractor, shall not exceed the number permitted by the applicable standards of the U.S. Department of Labor, or in the absence of such standards. the number permitted under the usual practice prevailing between the unions and the employer's associations of the respective trades or occupations.

F. The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

G. As work progresses, the Contractor must submit to the Owner a copy of all weekly payrolls and required attachments stipulated therein.

H. All weekly payrolls shall be submitted on the HUD Form WH-347 or contain all of the information included on the HUD Form WH-347.

I. All Prime Contractors shall include the wage determination and all the labor standards provisions in all subcontracts as herein specified.

J. The Contractor shall make employment records available for inspection by applicable authorized representatives of local, state and federal government, and will permit employees to be interviewed during working hours by these representatives. Payroll records will be maintained during the course of the work by the General Contractor, including a copy of the payroll of each Subcontractor, and they shall be preserved for a period of five (5) years thereafter.

K. Each monthly engineering estimate must be accompanied by the following certificate executed by each Prime Contractor employing mechanics and laborers at the site:

Principal Contractor _____

Project Name _____

I, _____, as official representative of the above-named Principal Contractor, do hereby certify as follows:

All Labor Standards Requirements have been fulfilled by the Principal Contractor and all Subcontractors under this Contract; or

There is an honest dispute regarding the required provisions. Explanation:
_____
_____
_____
_____

_____ _____
(Signature) (Title)

1. In the event of a violation of the Labor Standards provisions of the Contract by the General Contractor or any Subcontractor, the Owner may, after notice to the Contractor, suspend further payments or proceed to terminate the Contract.

SECTION 5 - PROGRESS AND COMPLETION OF WORK

ARTICLE 5.1 - NOTICE TO PROCEED

The Notice to Proceed shall be given by the Owner to the Contractor no later than fifteen (15) days after the following items have been completed:

A. Execution of the Contract Documents by Owner and Contractor.

B. Approval of Contract Documents by applicable local, State or Federal agencies.

C. Availability of project funds.

D. Procurement of Easements or Rights of Entry and Permits.

However, Notice to Proceed may be accepted by the Contractor, at his option, prior to finalization of all easement acquisition, rights of entry, and permitting. In such case, no commitment for additional project time or monies has been extended by the Owner.

Upon receipt of the Notice to Proceed, the Contractor may begin the work immediately, but in no case later than fifteen (15) days thereafter, and shall prosecute the work regularly and uninterruptedly thereafter with such force as to secure the completion of the work within the Contract time.

ARTICLE 5.2 - SCHEDULE OF COMPLETION

Within fifteen (15) days of issuance of the Notice to Proceed, the Contractor shall submit for the review and approval of the Engineer, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated time to complete each part of the work. No request for payment will be accepted by the Engineer until such schedule has been reviewed and approved by the Engineer. The purpose of this schedule is to assist the Engineer in monitoring the organization and rate of progress of the work.

ARTICLE 5.3 - CHANGES IN THE WORK (CHANGE ORDER)

The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications in the appropriate proportion of the Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

ARTICLE 5.4 - EXTRA WORK (CHANGE ORDER)

New and/or unforeseen items of work found to be necessary by the Engineer or Owner and which cannot be covered by any item or combination of items for which there is an established Contract price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or

construction of the work contemplated, upon written order of the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required (see Section 2, Article 2G.).

ARTICLE 5.5 - EXTENSION OF CONTRACT TIME (CHANGE ORDER)

A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc. may entitle the Contractor to an extension of time in which to complete the work, provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay.

A. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor resulting there from.

ARTICLE 5.6 - USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. Such possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time or both, as agreed by the Owner.

ARTICLE 5.7 - REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the termination of this Contract, before acceptance of the work by the Owner, the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them at the expense of the Contractor.

ARTICLE 5.8 - CLEANING UP

The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

ARTICLE 5.9 - ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer may prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Certificate may list items to be completed or corrected; and such Certificate shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.

ARTICLE 5.10 - TERMINATION OF CONTRACTOR'S RESPONSIBILITY

The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance and Payment Bonds, and as provided for in Section 5, Article 11, Correction of Faulty Work After Final Payment.

ARTICLE 5.11 - CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

ARTICLE 5.12 - LIQUIDATED DAMAGES

In the event the Contractor fails to complete satisfactorily the entire work contemplated and provided for under this Contract on or before the date of completion determined as described elsewhere herein, the Owner shall deduct from the monies due the Contractor the sum of Five Hundred Dollars ($500.00) for each calendar day (Sundays and legal holidays excluded) of delay, which sum is agreed upon not as a penalty but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that the time of completion is of the essence. If the monies due the Contractor are less than the amount of such liquidated damages, then the Contractor or his surety shall pay the balance to the Owner.

SECTION 6 - PAYMENTS TO THE CONTRACTOR

ARTICLE 6.1 - DETAILED BREAKDOWN OF CONTRACT AMOUNT

Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within ten (10) days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

ARTICLE 6.2 - REQUESTS FOR PAYMENT

The Contractor may submit to the Owner periodically, but not more than once each month, a Request for Payment for work done and materials delivered to and stored on the site. The Contractor shall furnish the Owner all reasonable information required for obtaining the necessary data relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed on the basis of work completed on all items listed in the Detailed Breakdown of Contract (or on unit prices, as the case may be), less ten percent (10%) retainage (to be held per Indiana statute) and less previous payments.

ARTICLE 6.3 - ENGINEER'S ACTION ON A CONTRACTOR'S REQUEST FOR PAYMENT

All Contractor's Requests for Payment shall be referred to the Engineer for his review, and within a reasonable period the Engineer shall:

A. Recommend payment by the Owner of the Request for Payment as submitted.

B. Recommend payment by the Owner of such other amount as the Engineer shall consider is due the Contractor, informing the Owner and the Contractor in writing of his reasons for recommending the amended amount.

C. Recommend to the Owner that payment of the Request for Payment be withheld, informing the Contractor and the Owner in writing of his reasons for so recommending.

ARTICLE 6.4 - OWNER'S ACTION ON REQUEST FOR PAYMENT

Within thirty (30) days after receipt of a Request for Payment from the Contractor, the Owner shall:

A. Pay the Request for Payment as recommended by the Engineer.

B. Pay such other amount, in accordance with Section 6, Article 5, as he shall decide is due the Contractor, informing the Contractor and the Engineer in writing of his reasons for paying the amended amount.

C. Withhold payment in accordance with Section 6, Article 5, informing the Contractor and the Engineer of his reasons for withholding payment.

ARTICLE 6.5 - OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT

The Owner may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect himself from loss on account of any of the following:

A. Defective work.

B. Evidence indicating the probable filing of claims by other parties against the Contractor which may adversely affect the Owner.

C. Failure of the Contractor to make payments due to Subcontractors, material suppliers or employees.

D. Damage to another contractor.

E. Failure of the Contractor to submit payroll records and other reports required by the Owner.

ARTICLE 6.6 - PAYMENT FOR UNCORRECTED WORK

Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.

ARTICLE 6.7 - PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS

The removal of work and materials rejected in accordance with Section 3, Article 5, and the execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall be further obligated to pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials.

A. Removal by Owner: Removal of rejected work or materials and storage of materials by the Owner, in accordance with Section 3, Article 5, shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice, the Owner may sell the materials at auction or at private sale and pay the Contractor the net proceeds therefrom after deducting applicable costs and expenses.

ARTICLE 6.8 - PAYMENT FOR EXTRA WORK

No payment for Extra Work performed will be made by the Owner without specific prior written authorization (Change Order), except as necessitated in an emergency condition endangering life or property.

The Owner's order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:

A. Unit prices or combinations of unit prices which formed the basis of the original Contract.

B. A lump sum based on the Contractor's estimate and accepted by the Owner.

C. Actual cost plus an amount not to exceed 15 percent for overhead and profit. Actual costs are defined as follows:

    1. Labor costs, including all allowances for holidays, vacation, sick leave, apprentice programs, hospitalization, or other "fringe benefits".

    2. Labor insurance and taxes.

    3. Materials and supplies actually used on the work.

    4. Associated General Contractors of America standard rental rates on each piece of equipment having a value in excess of one hundred dollars ($100.00). Equipment and tools of lesser value are considered "small tools" and as such are considered to be part of overhead.

ARTICLE 6.9 - PAYMENT FOR WORK SUSPENDED BY THE OWNER

If the work or any part thereof shall be suspended by the Owner and abandoned as provided in Section 2, Article 1D, Suspension of Work by Owner, the Contractor shall be entitled to payment for all work done on the portions so abandoned.

ARTICLE 6.10 - PAYMENT FOR WORK BY THE OWNER

The cost of the work performed by the Owner, in removing construction equipment, tools, supplies or clean-up in accordance with Section 5, Articles 7 and 8, Removal of Construction Equipment, Tools and Supplies; and Clean-Up shall be paid by the Contractor directly to the Owner or may be deducted from monies due the Contractor by the Owner at the time of Acceptance and Final Payment.

ARTICLE 6.11 - PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF THE CONTRACT

Upon termination of the Contract by the Owner in accordance with Section 2, Article 1E, Owner's Right to Terminate Agreement and Complete the Work, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all overhead costs and damages incurred, the excess shall be paid to the Contractor. If the cost of completing the work, including damages, shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 6.12 - PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR

Upon suspension of the work or termination of the Contract by the Contractor in accordance with Section 2, Article 2F, the Contractor's Right to Suspend Work or Terminate Agreement, the Contractor shall recover payment from the Owner for the work performed.

ARTICLE 6.13 - ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a

final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and upon acceptance by the Owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and Labor and Material Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

END OF SECTION

SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions are to become a part of this Contract. In the event of conflict between the requirements of the various components of this Bid Package, the requirements of the Supplementary Conditions will prevail over those of the General Conditions.

Project Scope

Federal wage requirements DO NOT apply to this project.

Installation of storm inlets and pipe in the Central St alley on the east side of 18th St; installation of a manhole at the existing 18th street pipe run with pipe tying into the installed inlets; milling and resurfacing of the alley and 18th St in the project area; and any other miscellaneous work pertaining to the project work area, as included in the Construction Documents.

Erosion Control

The contractor shall install erosion control measures in accordance with the Construction Documents, to ensure that sediment does not leave the site by runoff or vehicle tracking. Erosion Control shall remain in place until final vegetation is established on site. If sediment is tracked on the street, the contractor shall be responsible for any and all clean up.

Traffic Control and Construction Site

1. The Contractor shall provide adequate traffic control for the duration of the project from sunrise to sunset and as well as through the night to protect the work area and the safety of the public. This should include: flaggers, cones, barricades, and any other traffic control devices necessary in accordance with the Section "VI" of the Indiana Manual of Uniform Traffic Control Devices.

2. All workers within the right-of-way who are exposed either to traffic or construction equipment within the work area shall wear high visibility safety apparel in accordance with 23 CFR 634. If a trench, 5 ft or more in depth, is constructed on a project, the requirements for trench safety systems as specified in OSHA regulations 29 CFR 1926, Subpart P, shall be performed. Unless otherwise specified, trench safety systems work will not be paid for separately, but the cost thereof shall be included in the cost of the pay item covering the trench excavation work.

3. Construction vehicles shall have suitable warning devices or cones when in the work area, sidewalk or shoulder for extended periods of time.

4. Contractor shall protect the work area and the safety of the public by securing the site with construction fencing when not working on-site.

5. Contractor is required to follow the City of Lafayette's Tobacco Free Work Place Policy herein.

Materials

- **Topsoil:** Shall consist of loose, friable soil, free of refuse, stumps, large roots, rocks over two inches in diameter, brush, weeds, or other material which would be detrimental to the development of vegetative growth. It shall not be taken from a source known to contain noxious weeds. Topsoil shall have a PH value of 6.2 to 7.4. **12 inches** of topsoil shall be placed to allow for settling and positive drainage.
- **Grass Seed:** #18 Mix, 58% Rye, 25% Bluegrass, 9.6% Fescue.
- **Fertilizer:** Starter fertilizer 12-12-12
- **Straw:** Shall be free of weed seeds.

Municipal and Private Utilities

1. It shall be the duty of the Contractor to make final and exact determination of the location and extent of all utilities and will be liable for any expense resulting from damage to them.

Restoration and Cleanup

1. All excavated areas to be backfilled and compacted. All disturbed areas to be seeded shall be properly prepared to receive seed. Topsoil shall be raked free of stones and debris and fine graded. Seeded areas shall be covered with straw. Contractor shall be responsible for watering the site until vegetation has been established.

2. The Contractor shall remove from the city parkway, and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and to grade.

3. Bid Proposal should include site restoration costs, additional backfill, seeding, and placement of straw, and compacting necessary to complete the project.

4. Additional care will need to be taken because of existing embankments. The Contractor will be responsible for establishing a hillside grade suitable for the property owner to be able to mow. The Contractor will also be responsible for establishing vegetation on these hillsides.

5. Saw-cut existing sidewalk where necessary to avoid damage to public sidewalks, curbs or streets.

6. The Contractor shall provide removal and disposal of all materials.

Inspection Requirements

Owner will observe the site regularly to ensure compliance with the contract documents.

Project Completion

At the termination of this work, and before acceptance of the work by the City of Lafayette Engineering Department Inspector, the Contractor shall remove all of his equipment, tools, signage, and supplies from the property of the owner. Should the Contractor fail to remove such equipment, tools, and supplies, the City of Lafayette shall have the right to remove them at the expense of the Contractor.

The Contractor is responsible for scheduling a final inspection for the entire project. The Inspector will prepare a punch list of items, if any, and submit to the Contractor for completion. A re-inspection will be conducted once the entire punch list has been completed. The Contractor's final payment will be with held until the punch list is complete and all required documents have been submitted.

City of Lafayette Phone Numbers to call for the Organization of the Above Procedures:

Parks & Recreation Department –	**765-807-1384**	**Mike Perry**
Sewer Department –	**765-807-1800**	**Pete Corbin**
Street Department –	**765-807-1410**	**Darrin Woods**
Traffic Department –	**765-807-1401**	**Fred Koning**
Water Department –	**765-807-1700**	**Steve Moore**

Engineering Department –	**765-807-1055**	**Courtney Cobb**
Urban Forestry (Engineering Dept.)	**765-807-1041**	**Tim Detzner**

Chapter 9.04 - SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT

Sections:

9.04.010 - Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

"Bar" means any building, room or area used primarily for the sale of alcoholic beverages for consumption by guests on the premises and in which the sale of food and the provision of entertainment is merely incidental to the sale of alcoholic beverages.

"Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

"Electronic smoking device" means any electronic product that can be used to aerosolize or vaporize and deliver nicotine or other substances to the person inhaling from the device. The term includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or under any other product name or descriptor and any cartridge or other component of the device or related product.

"Employee" means any person who is employed by any employer for direct or indirect monetary wages or profit, including those employed full-time, part-time, on a temporary basis, or by contract through a third party.

"Employer" means any person, partnership, corporation, including a municipal corporation, or non profit entity, which employs the services of one or more individual persons.

"Enclosed area" means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of doors or passage ways) which extend from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, "office landscaping," or similar structures.

"Place of employment" means any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, private offices, employee lounges and restrooms, conference and class rooms, employee cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a licensed child care, adult day care or health care facility.

"Private club" means a facility:

1. Owned or operated by an association or corporation, which shall:
    a. Not be operated for pecuniary gain; and
    b. Consist of a membership:
        i. Formed as a lodge, local chapter, or corresponding unit of a fraternal order whether or not recognized on a national basis, or
        ii. Comprised of persons who have served in the armed forces of the United States, or
        iii. Formed as a recognized, exclusive association of persons organized for a joint or common purpose for which application for membership, the payment of dues, and self governance by the membership are distinguishing characteristics; and
2. Where entry into, and use of the facility, is restricted to members and guests of members.

"Public place" means any enclosed area to which the public is invited or in which the public is permitted, including but not limited to banks, bars, educational facilities, health facilities, laundromats,

public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, theaters and waiting rooms. A private residence is not a "public place."

"Restaurant" means any coffee shop, cafeteria, sandwich stand, private and public school cafeteria, and any other eating establishment which gives or offers for sale food to the public, guests, or employees, as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering facilities.

"Retail store" means a mercantile establishment, a place of business for selling goods.

"Retail tobacco store" means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental. The term does not include retail stores where food or beverages are sold for consumption on the premises or where an area has been set aside on the premises for customers to consume food or beverages.

"Service line" means any indoor line at which one or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

"Smoking" means the act of puffing, having in one's possession, holding or carrying a lighted or smoldering cigar, cigarette, pipe or smoking equipment of any kind, or lighting a cigar, cigarette, pipe or smoking equipment of any kind, "smoking" also includes the use of an electronic smoking device in any manner or in any form.

"Sports arena" means sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.

"Tobacco bars" are establishments that sell or rent tobacco products and devices and derive more than twenty-five (25) percent of their income from these sales or rentals.

(Ord. 2008-04 § 2 (part), 5-5-08)

(Ord. No. 2018-05, §§ 1, 2, 3-5-18)

9.04.020 - Application to city-owned facilities.

All enclosed facilities owned by the city of Lafayette shall be subject to the provisions of this chapter, including city vehicles, whether or not they are occupied by more than one person.

(Ord. 2008-04 § 2 (part), 5-5-08)

9.04.030 - Prohibition of smoking in public places.

A. Smoking shall be prohibited in the following public places and other public places similarly situated, including, but not limited to, the following areas:

1. Elevators;
2. Restrooms, lobbies, reception areas, hallways and any other common-use areas;
3. Buses, taxicabs, and other means of public transit under the authority of the city of Lafayette, and ticket, boarding, and indoor waiting areas of public transit depots;
4. Service lines;
5. Retail stores;

6. All areas available to and customarily used by the general public in all businesses and nonprofit entities patronized by the public;

7. Restaurants and bars;

8. Public areas of galleries, libraries, and indoor areas of museums;

9. Any facility which is primarily used for exhibiting any motion picture, stage, drama, lecture, musical recital or other similar performance;

10. Sports arenas and convention halls, including bowling facilities;

11. Every room, chamber, place of meeting or public assembly, including school buildings under the control of any board, council, commission, committee, including joint committees, or agencies of the city or any political subdivision of the state during such time as a public meeting is in progress, to the extent such place is subject to the jurisdiction of the city;

12. Hospitals, clinics, physical therapy facilities, doctors' offices, and dentists' offices;

13. Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities;

14. Polling places;

15. Places of employment.

B. Smoking shall be allowed outdoors, except where prohibited by other applicable laws, provided that, however, smoking shall be prohibited within ten (10) feet of any entrance to a non-exempt public place so as to insure that tobacco smoke does not enter the area through entrances, windows, ventilation systems, or any other means.

C. Notwithstanding any other provisions of this section, any owner, operator, manager or other person who controls any establishment or facility may declare that entire establishment or facility as a nonsmoking establishment.

(Ord. 2008-04 § 2 (part), 5-5-08)

9.04.040 - Policies regarding smoking in places of employment.

A. It shall be the responsibility of employers to provide a smoke-free workplace for all employees.

B. The smoking policy shall be communicated to all employees.

C. Each employer having an enclosed place of employment located within the city shall adopt, implement, make known and maintain a written smoking policy, which shall contain the following requirements: Smoking shall be prohibited in all enclosed facilities within a place of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles with more than one occupant, and all other enclosed facilities.

All employers shall supply a written copy of the smoking policy upon request to any existing or prospective employee.

(Ord. 2008-04 § 2 (part), 5-5-08)

9.04.050 - Where smoking not regulated.

A. Notwithstanding any other provision of this chapter to the contrary, the following areas shall not be subject to the smoking restrictions of this chapter:

1. Private residences, except when used as a licensed child care, adult day care or health care facility;
2. Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided however, that not more than twenty-five (25) percent of rooms rented to guests in a hotel or motel may be so designated and so long as the smoking does not directly affect any non smoking rooms and areas of the building. Once designated, the status of rooms as smoking or non-smoking may not be changed, except to add additional non-smoking rooms;
3. Retail tobacco stores as defined in Section 9.04.010, so long as the smoking does not directly affect smoking prohibited areas;
4. Private clubs as defined in Section 9.04.010. However, smoking shall be prohibited when the premises is temporarily used by the general public for a particular function;
5. Tobacco bars as defined in Section 9.04.010, so long as the smoking does not directly affect smoking prohibited areas;
6. Outdoor areas of places of employment;
7. Outdoors, except where prohibited by other applicable laws;
8. Any business that, during all hours of operation:
    a. Allows no customer to enter any area of the business therein who is under the age of twenty-one (21), and
    b. Employs no person in any area of the business therein who is under the age of twenty-one (21), and
    c. Is not physically located within a business otherwise required to be smoke free by this chapter.

B. Notwithstanding any other provisions of this section, any owner, operator, manager or other person who controls any establishment described in this section may declare that entire establishment as a nonsmoking establishment.

(Ord. 2008-04 § 2 (part), 5-5-08)

9.04.060 - Posting of signs—Removing of paraphernalia.

A. "No Smoking" signs or the international No Smoking symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently and conspicuously posted in every building or other area where smoking is prohibited by this chapter by the owner, operator, manager or other person having control of such building or other area.

B. Every public place where smoking is prohibited by this chapter shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited.

C. Any public place or place of employment exempted from this chapter shall clearly and conspicuously post the following sign at every entrance: "Warning. Tobacco smoke may be present." In addition, any exempt business under Section 9.04.050(A)(3), (5), and (8) shall be required to post clearly and conspicuously at every entrance the following sign: "Warning: This is a Smoking Establishment."

D. All ashtrays and other smoking paraphernalia shall be removed from any area where smoking is prohibited by this chapter by the owner, operator, manager or other person having control of such area.

(Ord. 2008-04 § 2 (part), 5-5-08)

9.04.070 - Enforcement.

A. The city shall seek to obtain voluntary compliance with this chapter by means of publicity and education programs, and the issuance of warnings, where appropriate.

B. Enforcement of this chapter shall be implemented by the Mayor's office, or designee(s).

C. Any citizen who desires to register a complaint under this chapter may initiate enforcement with the department or positions designated by the Mayor's office.

D. Upon finding that any provision of this chapter has been violated, the enforcement designee(s) shall issue a Notice of Violation (NOV) to the person(s) responsible for the violation. The NOV shall be in writing and shall be served upon the person(s) responsible for the violation by one or more of the following methods: delivery in person, certified or first class mail. The NOV shall state:

1. The location of the violation;
2. The nature of the violation;
3. The fine assessed for the violation; and
4. That the fine is paid at the City Clerk's office.

(Ord. 2008-04 § 2 (part), 5-5-08)

9.04.080 - Violations and penalties.

A. It is unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this chapter to fail to comply with any of its provisions.

B. It is unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this chapter to knowingly or willfully allow smoking to occur where prohibited by this chapter. It is a defense to this section if the foregoing persons or their employees act in a reasonable and timely manner to personally inform the violator of the prohibition and request that he or she refrain from smoking.

C. It is unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this chapter.

D. 1. A person who smokes in an area where smoking is prohibited by the provisions of this chapter shall be guilty of an infraction, punishable by a fine of fifty dollars ($50.00).

2. A person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this chapter shall be guilty of an infraction, punishable by:

a. A fine of fifty dollars ($50.00) for the first violation;

b. A fine of one hundred dollars ($100.00) for the second violation at the same place;

c. A fine of two hundred fifty dollars ($250.00) for each additional violation at the same place.

3. Each day on which a violation of this chapter occurs shall be considered a separate and distinct violation.

E. All penalties shall be processed through the ordinance violations bureau established by Chapter 1.02 of the Lafayette City Code. If, after multiple violations by the same person or at the same business, the city legal and law enforcement departments have reason to believe that the fines will not be effective in enforcing this chapter, then the city legal department shall be empowered to seek any other remedies provided by law.

(Ord. 2008-04 § 2 (part), 5-5-08)

9.04.090 - Public education.

The city may engage in programs to explain and clarify the purposes and requirements of this chapter to citizens affected by it, and to guide owners, operators and managers in their compliance with it. Such programs may include publication of a brochure for affected businesses and individuals explaining the provisions of this chapter.

(Ord. 2008-04 § 2 (part), 5-5-08)

9.04.100 - Other applicable laws.

This chapter shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

(Ord. 2008-04 § 2 (part), 5-5-08)

9.04.110 - Severability.

If any section, sentence or provision of this chapter, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter we declare to be severable.

(Ord. 2008-04 § 2 (part), 5-5-08)

EXHIBIT B

SPECIAL PROVISIONS

In addition to the City of Lafayette standard drawings and specifications as well as the 2020 INDOT Standard Specifications and standard drawings, the following pay item special provisions shall apply.

PAY ITEMS

1 – CONSTRUCTION ENGINEERING
This item shall conform to INDOT Standard Specifications Section 105.

2 – MOBILIZATION AND DEMOBILIZATION
This item shall conform to INDOT Standard Specifications Section 110.

3 – TEMPORARY INLET PROTECTION
This item shall conform to INDOT Standard Specifications Section 205.

4 – STRUCTURE BACKFILL, TYPE 2
This item shall conform to INDOT Standard Specifications Section 211 except that it shall specifically be #8 Gravel Aggregate. The #8 aggregate shall extend from 4 inches below proposed pipe to 6 inches below bottom of HMA FOR STRUCTURE INSTALLATION, TYPE C.

5 – COMPACTED AGGREGATE NO. 53
This item shall conform to INDOT Standard Specifications Section 301 and shall be 6 inches in depth. The aggregate is to be installed directly below HMA FOR STRUCTURE INSTALLATION, TYPE C and directly above STRUCTURE BACKFILL, TYPE 2.

6 – MILLING, ASPHALT, 1 ½ IN.
This item shall conform to INDOT Standard Specifications Section 306.

7 – QC/QA-HMA, 3, 70, SURFACE, 9.5 mm
This item shall conform to INDOT Standard Specifications Section 401.

8 – ASPHALT FOR TACK COAT
This item shall conform to INDOT Standard Specifications Section 406.

9 – PIPE, TYPE 1, CIRCULAR, 12 IN.
This item shall conform to INDOT Standard Specifications Section 715.

10 – PIPE, TYPE 1, CIRCULAR, 15 IN.
This item shall conform to INDOT Standard Specifications Section 715.

11 – HMA FOR STRUCTURE INSTALLATION, TYPE C
This item shall conform to INDOT Standard Specifications Section 715.

12 – INLET, A2
This item shall conform to INDOT Standard Specifications Section 720. Casting shall be Neenah R-3405 or approved equal.

13 – MANHOLE, C4 MODIFIED
This item shall conform to INDOT Standard Specifications Section 720 and shall consist of a "doghouse style" type C manhole, to incorporate the existing 24" storm line at the center of 18th St and allow the proposed 15" storm sewer to tie in. Sawing/removal of 24" pipe necessary for manhole installation and tying in of proposed 15" storm sewer flow shall be incidental to this pay item. Casting shall be Neenah R-1772, or approved equal with Type "B" with concealed pickhole.

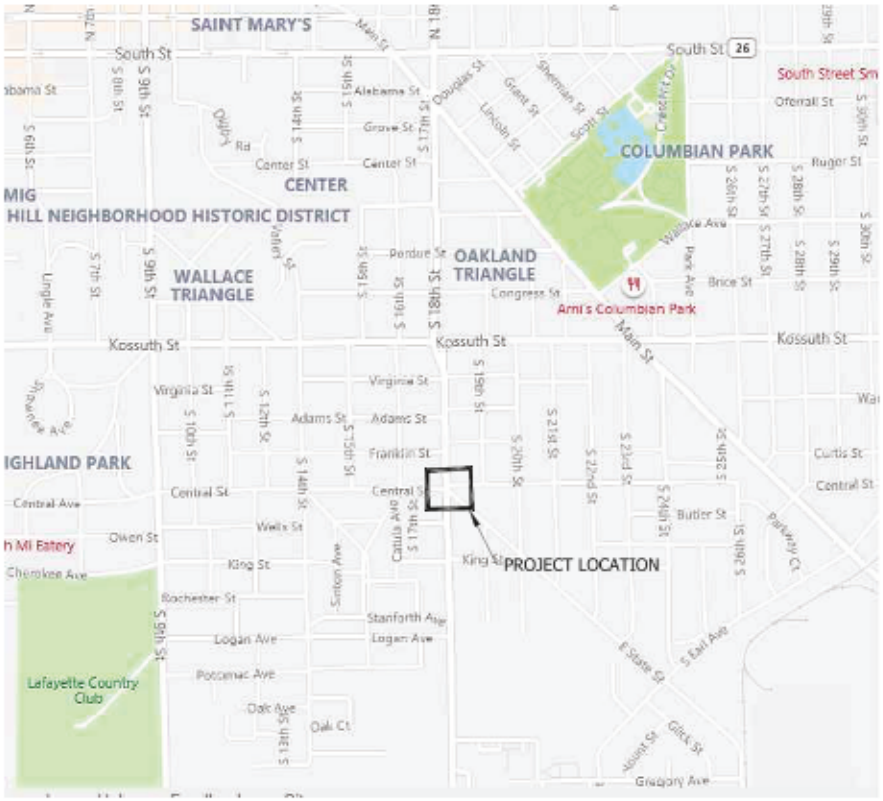
14 – MAINTAINING TRAFFIC
This item shall include all necessary labor and materials necessary to properly maintain traffic in accordance with INDOT Standard Specifications Section 801. Lane closures shall be limited to one (1) lane at a time and shall conform to standard INDOT details.

15 – LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.
This item shall conform to INDOT Standard Specifications Section 808 and shall be installed to cleanly blend with existing striping.

18TH ST. AND CENTRAL ST. DRAINAGE IMPROVEMENTS

CITY OF LAFAYETTE, IN

LAT. 40° 25' 8.79" N
LONG. 86° 53' 5.67" W



LOCATION MAP
LAFAYETTE, INDIANA

1" = 1000'

LAFAYETTE RENEW
WATER · ENVIRONMENT · COMMUNITY

811
Know what's below. Call before you dig.

DRAWING INDEX

NUMBER	DESCRIPTION
01	TITLE SHEET
02	GENERAL NOTES SHEET
03	TOPOGRAPHIC SURVEY
04	PLAN AND PROFILE
05 - 07	DETAIL SHEETS

PROJECT CONTACT INFORMATION

CITY ENGINEER -
JEROMY GRENARD
20 N 6TH ST
LAFAYETTE, IN 47901
EMAIL: JGRENARD@LAFAYETTE.IN.GOV
PHONE: 765-807-1050

LAFAYETTE RENEW SUPERINTENDENT -
BRAD TALLEY
1700 WABASH AVENUE
LAFAYETTE, IN 47901
EMAIL: BTALLEY@LAFAYETTE.IN.GOV
PHONE: 765-807-1800

STANDARDS
THIS PROJECT SHALL UTILIZE STANDARDS FROM:
1. CITY OF LAFAYETTE CONSTRUCTION STANDARDS AND GUIDELINES
HTTPS://WWW.LAFAYETTE.IN.GOV/1804/CONSTRUCTION-GUIDELINES-AND-STANDARDS

2. INDIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (LATEST VERSION)
HTTPS://WWW.IN.GOV/DOT/DIV/CONTRACTS/STANDARDS/DRAWINGS/INDEX.HTML

VS ENGINEERING, INC.
4275 North High School Road Indianapolis, Indiana 46254
vsei@vsengineering.com www.vsengineering.com
Phone: (317) 293-3542 Fax: (317) 293-4737

PLANS PREPARED BY: VS ENGINEERING, INC. FAX: (317) 293-4737 TEL: (317) 293-3542
PHONE NUMBER
CERTIFIED BY: 05/29/2020
SAMUEL E. ROBERTSON P.E., INDIANA REG. NO. PE10707586 DATE

BRIDGE FILE	N/A
DESIGNATION	N/A
SHEETS	01 of 07
CONTRACT	PROJECT 19-4068

DIRECTORY...F:\2019\19-4068 Renew Lafayette (9th & Kossuth - Central & 18th)\30 SheetDrawings\18th and Central Working Drawings\01-General Sheets\ LTSCALE...20
FILE.....4068 Title.dwg DIMSCALE..20
PLOTTED BY..Cliertram
DATE.....May 28,2020 - 12:17pm

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: JUNE 23, 2020

1. Governmental Unit (Owner): CITY OF LAFAYETTE, INDIANA
2. County: TIPPECANOE
3. Bidder (Firm): MILESTONE CONTRACTORS, L.P.
   Address: 3301 SOUTH CR 460 EAST
   City/State: LAFAYETTE, INDIANA 47905
4. Telephone Number: (765) 772-7500
5. Agent of Bidder (if applicable): MARK NAGLE

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of CITY OF LAFAYETTE, INDIANA (Governmental Unit) in accordance with plans and specifications prepared by CITY OF LAFAYETTE, ENGINEERING DEPARTMENT _____ and dated 06/02/2020 for the sum of SEE ATTACHED BID PROPOSAL FORM $ _____

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 additonal units of material included in the contract are needed, the cost of the 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.

SECTION 00300

BID PROPOSAL FORM

To: Board of Public Works and Safety
City of Lafayette, City Hall
20 North Sixth Street
Lafayette, Indiana 47901

Pursuant to the published "Notice to Bidders", the undersigned has investigated the costs and conditions affecting the construction contained in this project for the City of Lafayette, Indiana, and having examined the site(s) and under full knowledge of the requirements set forth in the Contract Documents prepared by the City of Lafayette, Indiana does hereby propose to provide and furnish all labor, material, tools, equipment, etc., and obtain all service necessary to perform and complete the work as required by the Bid Documents, including any and all Alternates, and Addenda now on file in the City Clerk's Office, City of Lafayette, Indiana.

LOCATION 1 – 18TH STREET AND CENTRAL STREET

ITEM NO.	DESCRIPTION	QUANTITY	UOM	Unit Price	TOTAL PRICE
1	CONSTRUCTION ENGINEERING	1	LS	$4,200.00	$4,200.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	$9,926.50	$9,926.50
3	TEMPORARY INLET PROTECTION	3	EACH	$840.00	$2,520.00
4	STRUCTURE BACKFILL, TYPE 2	97	CYS	$58.00	$5,626.00
5	COMPACTED AGGREGATE NO. 53	20	CYS	$85.00	$1,700.00
6	MILLING, ASPHALT, 1 ½ IN.	470	SYS	$17.15	$8,060.50
7	QC/QA-HMA, 3, 70, SURFACE, 9.5 mm	40	TON	$200.00	$8,000.00
8	ASPHALT FOR TACK COAT	470	SYS	$0.30	$141.00
9	PIPE, TYPE 1, CIRCULAR, 12 IN.	19	LFT	$225.00	$4,275.00
10	PIPE, TYPE 1, CIRCULAR, 15 IN.	182	LFT	$113.00	$20,566.00
11	HMA FOR STRUCTURE INSTALLATION, TYPE C	31	TON	$175.00	$5,425.00
12	INLET, A2	3	EACH	$2,800.00	$8,400.00
13	MANHOLE, C4 MODIFIED	1	EACH	$4,400.00	$4,400.00
14	MAINTAINING TRAFFIC	1	LS	$7,070.00	$7,070.00

15	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	25	LFT	$15.20	$380.00

TOTAL BASE BID	=	$90,690.00

TOTAL BASE BID (in words and figures):
Ninety Thousand Six Hundred Ninety and 00/100 dollars

$ $90,690.00

Contractor's Schedule: Project start date is on or after **receipt of NTP**. The date for final completion is **August 28, 2020.**

Bidder has examined copies of all the Bid Documents and of the following Addenda (receipt of which is hereby acknowledged):

DATE NUMBER

SUBMITTED on June 23, 2020, 2018

An individual

By N/A (SEAL)
(Individual's Name)
Doing business as:
Business Address:
Telephone Number:

A Partnership

By
Milestone Contractors, LP.
(Firm Name)
N/A
(General Partner)
Business Address: 3301 S. 460 E., Lafayette, IN 47905
Telephone Number: 765-772-7500

A Corporation

By N/A (SEAL)
(Corporation Name)
(State of Incorporation)
By
(Name and Title of person Authorized to Sign)

Attest_____
Business Address:_____
Telephone Number:_____

END OF SECTION

ACCEPTANCE

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

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

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

Governmental Unit: CITY OF LAFAYETTE, INDIANA

Bidder (Firm): MILESTONE CONTRACTORS, L.P.

Date (month, day, year): JUNE 23, 2020

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
$9,997,000.00	ROAD CONSTRUCTION	2019	INDIANA DEPARTMENT OF TRANSPORTATION, R-37492-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
$6,583,677.66	ROAD CONSTRUCTION	2019	INDIANA DEPARTMENT OF TRANSPORTATION, RS-39977-A, 41 WEST 300 NORTH, CRAWFORDSVILLE, IN
$4,576,500.00	ROAD CONSTRUCTION	2019	ANDERSON MUNICIPAL AIRPORT, RUNWAY 12-30 REHABILITATION, 282 AIRPORT RD., ANDERSON, IN
$60,837,502.00	ROAD CONSTRUCTION	2019	INDIANA DEPARTMENT OF TRANSPORTATION, R-39226-A, 185 AGRICO LANE, SEYMOUR, IN

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
$16,290,000.00	ROAD CONSTRUCTION	2021	INDIANA DEPARTMENT OF TRANSPORTATION, R-41265-A. 41 WEST 300 NORTH, CRAWFORDSVILLE, IN
$6,595,360.80	ROAD CONSTRUCTION	2020	INDIANA DEPARTMENT OF TRANSPORTATION, RS-39251-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
$25,477,132.04	ROAD CONSTRUCTION	2021	INDIANA DEPARTMENT OF TRANSPORTION, R-40389-A, 185 AGRICO LANE, SEYMOUR, IN
$4,961,000.00	ROAD CONSTRUCTION	2020	INDIANA DEPARTMENT OF TRANSPORTION, R-38502-A, 185 AGRICO LANE, SEYMOUR, IN

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

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

DUNLAP AND COMPANY, INC.
HOLLADAY CONSTRUCTION GROUP
RH OF INDIANA
SHIEL SEXTON COMPANY, INC.
F.A. WILHELM CONSTRUCTION CO., INC.
SIGNATURE CONSTRUCTION
J.R. KELLY COMPANY

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.)

WORK TO BE ASSIGNED TO A GENERAL SUPERINTENDENT WHO WILL HAVE DAY TO DAY RESPONSIBILITIES OF THE JOB.

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.

SEE ATTACHED SUPPLEMENTAL

MILESTONE CONTRACTORS, L.P.
SUPPLEMENTAL INFORMATION
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
3D Company Inc	3200 East Cr 350 North, Muncie, In 47303	765-288-3326	Earthwork, Storm
A Specialties	310 W Southport Road, Indianapolis, In 46217	317-780-0800	Landscaping
A1 Elect-Ricks, Inc	Po Box 6462, Bloomington, In 47407	812-332-6951	Electrical
AAA Lawn Irrigation, Inc.	20 Platter Drive, North Veron, In 47265	812-346-7948	Landscaping
AAA Striping Company	Po Box 1219, Columbus, In 47202	812-372-3820	Striping
ABC Cutting Contractors, Inc.	5230 Commerce Circle Drive, Indianapolis, In 46237	317-885-8989	Saw Cutting
Accu-Dig Services, Inc	3731 S Freeman Road, Monticello, In 47960	574-583-4814	Hydro-Excavation
Ace Sign Systems, Inc	3621 W Royerton Road, Muncie, In 47304	765-288-1000	Traffic Signs, Electrical Panel
Airmarking Company, Inc.	Po Box 526, Rochester, In 46975-0526	574-223-5817	Pavement Markings
AJ's Tool Rental, Inc.	270 Gable Drive, Suite A, Avon, In 46123	317-271-4971	Hauling
Alexander Tree Service	2132 State Road 225 East, Battleground, In 47920	765-742-8596	Tree Cutting
Alltrack,Inc	1241 W 900 S, Pendleton, In 46064	765-778-9500	Railroad Track
Alpha Loop, Inc	5950 Lincoln Road, Martinsville, In 46151	317-710-0076	Signal Loops
Alt & Witzig Engineering, Inc.	4105 W 99Th Street, Carmel, In 46032	317-875-7040	Testing
American Structurepoint, Inc	7260 Shadeland Station, Indianapolis, In 46256	317/547-5580	Design Engineering
Anbro Electric Co, Inc	Po Box 1622, Bloomington, In 47402	812-336-4992	Electrical
Antigo Construction, Inc.	Po Box 12, Antigo, Wi 54409	715-627-2222	Concrete Breaking
Aquaterra Consulting, Inc	151 North Home Avenue, Franklin, In 46131	317-933-4169	Design Engineering
Archaeological Consultants Of Ossain	Po Box 2374, Muncie, In 47307	765-281-0969	Archaeological Survey
Are Surveying Consultants	129 South 8Th Avenue, Beech Grove, In 46107	317-407-8080	Construction Staking
Arthur's Asphalt Seal Coating	1092 Wisconsin Street, Spencer, In 47460	812-829-2204	Seal Coating
Atlas Daylighting, LLC	4740 Swisher Road, Building A, West Lafayette, In 47906	765-429-4800	Hydro-Excavation
B & D Electric, Inc	413 W Van Trees St, Washington, In 47501	812-254-2122	Electrical
Badger Daylighting Corporation	7710 Reliable Parkway, Chicago, Il 60686	888-726-9146	Hydro-Excavation
Barth Electric Company	1934 North Illinois Street, Indianapolis, In 46202	317-924-6226	Electrical
Baumgartner & Company Inc	15215 River Road, Noblesville, In 46062	317-296-7225	Asphalt Paving
Beacon Surveying & Engineering	6979 Hillsdale Court, Indianapolis, In 46250	317-577-8204	Construction Staking

MILESTONE CONTRACTORS, L.P.
SUPPLEMENTAL INFORMATION
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Beaty Construction, Inc	5292 West 100 N, Boggstown, In 46110	317-835-2254	Bridges
Benchmark Mechanical Inc	700 East Firmin Street, Suite 112, Kokomo, In 46902	765-452-9500	Engineering Design
Bertsch-Frank & Associates, LLC	4630 West Jefferson Blvd. # 6, Fort Wayne, In 46804	260-459-9393	Construction Engineering
Biehle Electric	9605 W. Us Highway 50, Seymour, In 47274	812-523-3320	Electrical
Bledsoe Riggert Guerrettaz Land Surveying	1351 West Tapp Road, Bloomington, In 47403	812-336-8277	Construciton Staking
Blood Hound	750 Patrick'S Place; Suite B, Brownsburg, In 46112	888-858-9830	Utility Locate
Bloomfield Painting,Inc.	343 East Spring Street, Bloomfield, In 47424	812-384-8593	Graffiti Removal
Bowlin Construction	10138 West County Road 1050 South, Losantiville, In 47354	765-853-5477	Concrete
Bridgesmith, Inc	4149 State Road 43, Spencer, In 47460	812-325-4000	Hauling
Broady-Campbell, Inc.	2115 Andrew Brown Avenue, Indianapolis, In 46202	317-925-4261	Masonry
Brooks Construction Company	Po Box 9560, Fort Wayne, In 46899	260-478-1990	Asphalt Paving
Brooks Striping, Inc.	3219 E Tulip Drive, Indianapolis, In 46227	317-786-6769	Striping
Bruns-Gutzwiller Inc.	Po Box 119, Batesville, In 47006	812-934-2105	Building Construction
Building Services, Inc.	P.O. Box 536, Lafayette, In 47902	765-474-5634	Building Construction
Bunn Enterprises, Inc	13589 Sr 550, Fleming, Oh 45729	740-678-8430	Underdrains
Busch Landscaping, LLC	5703 N Us 421, Osgood, In 47037.	812-852-4920	Landscaping
Butler Fairman & Seufert, Inc.	8450 Westfield Boulevard, Suite 300, Indianapolis, In 46240	317/713-4615	Design Engineering
Byrne & Jones Enterprises, Inc	11745 R Lackland Road, St. Louis, Mo 63146	314-568-2615	Asphalt Paving
C & E Environmental	10268 E Davis Avenue, Terre Haute, In 47805	812-877-1660	Environmental Engineering
C.A. Fulkerson, LLC	Po Box 336, Lanesville, In 47136	812-952-1777	Seeding, Sodding, Erosion
Calcar Paving, Inc	1503 S Meridian Road, Jasper, In 47546	812-936-4923	Asphalt Paving
Capitol City Fence	920 East Ohio Street, Indianapolis, In 46202	317/638-3381	Fencing
Cardinal-Indiana, Inc.	Po Box 816, Bloomington, In 47402	812-335-1394	Bridge Painting
Cash Waggner & Associates, PC	332 Third Avenue, Suite 13, Jasper, In 47546	812-634-5015	Engineering Design
Cassady Electrical Contractors, Inc	Po Box 53, Ellettsville, In 47429	812-332-7361	Electrical
Cazares Concrete, LLC	6358 N 100 W, Alexandria, In 46001	765-649-7159	Concrete
CC & T Construction, Inc.	5051 Prospect Street, Indianapolis, In 46203	317-356-6385	Concrete

MILESTONE CONTRACTORS, L.P.
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
CE Hughes Milling, Inc.	3113 Holmans Lane, Jeffersonville, In 47130	812-725-8665	Milling
Central Engineering & Construction	3862 N Commerical Parkway, Greenfield, In 46140	317-894-1990	Soil Modification
Central Illinois Tile Co	Po Box 3755, Champaign, Il 61826	217-359-7945	Underdrain
Central Indiana Hydroseeding, LLC	Po Box 606, New Castle, In 47362	765-524-2639	Seeding, Sodding, Erosion
Certified Engineering, Inc.	3939 Millersville Road, Indianapolis, In 46205	317-546-1599	Construction Staking
Christine Matheu, Architect	205 N College Avenue, Suite 010, Bloomington, In 47404	812-339-1235	Architectural Design
Civil Coatings And Construction	415 Westchester Lane, Valparaiso, In 46385	219-531-5300	Bridges
Clean Sweep Lot Service, LLC	Po Box 24271, Speedway, In 46224	317-339-5722	Lot Sweeping
Clear Crossing, LLC	17728 Sun Park Drive, Westfield, In 46074	317-399-3000	Hydro-Excavation
CJs Industries, Inc.	Po Box 138, Salem, In 47167	812-883-4492	Construction Management
Commercial Sewer Cleaning., Inc	5838 S. Harding Street, Indianapolis, In 46217	317-782-0020	Sewer Cleaning
Complete Masonry Services, Inc	Po Box 236, Yorktown, In 47396	765-759-8966	Masonry
Complete Sweep	7549 Boiler Court, Lafayette, In 47905	765-296-8744	Lot Sweeping
Concrete Cutting & Breaking, Inc.	443 Jefferson Ave., Se, Chicago, Il 49503	616/554-4876	Saw Cutting
Construction Fabrics & Grids, Inc	5935 Kopetsky Drive, Suite F, Indianapolis, In 46217	317-661-3014	Geogrids
Construction Video Media, Inc.	111 East Newberry St, Romeo, Mi 48065	800-346-3342	Electography
Crackers East Corporation	Po Box 218, Haslett, Mi 48840	517-339-8229	Concrete Breaking
Crandall-George Grading & Seeding	11063 East State Road 58, Bloomfield, In 47424	812-863-4415	Grading & Seeding
CRI Construction, Inc.	Po Box 87, Larwill, In 46764	1-260-327-3300	Concrete
Crider & Crider, Inc.	1900 Liberty Drive, Bloomington, In 47403	812-336-4452	Earthwork, Storm
Crowder & Darnall Land Surveying	826 3Rd Street, Columbus, In 47201	812-376-3391	Construction Staking
C-Tech Corporation	5300 W 100 N, Boggstown, In 46110	317-835-2745	Guardrail, Fence
CTL Engineering, Inc.	4343 Saguaro Trail, Indianapolis, In 46268	317-295-8650	Engineering Design
Culy Contracting, Inc	Po Box 29, Winchester, In 47394	765-584-8509	Earthwork, Storm
Cummins Electric	Po Box 638, Richmond, In 47375	765/962-6332	Electrical
Curbmasters, Inc	Po Box 638, Dayton, In 47941	765-449-9093	Curbs
D2 Land And Water Resource	Po Box 20792, Indianapolis, In 46220	317-917-2180	Erosion Control

MILESTONE CONTRACTORS, L.P.
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Dave O'Mara Contractor, Inc.	1100 East O & M Avenue, North Vernon, In 47265	812/346-4135	Earthwork, Storm
Decorative Paving Company	39 Glendale-Milford Road, Loveland, Oh 45140	(513) 576-1222	Brick Pavers
Delta Services, Inc.	3220 North Shadeland Ave, Indianapolis, In 46226	317-791-6653	Demolition
Diamond Coring Company, Inc	11800 South Ewing Avenue, Chicago, Il 60617	773-978-5000	Concrete Grinding
Dodds Painting, Inc	Po Box 6810, Lafayette, In 47903	765-423-1041	Painting
Drainage Construction Unlimited	4527 E 100 S, Greenfield, In 46140	317-462-2043	Underdrains
Dreier & Maller, Inc.	7320 Tussing Road, Reynoldsburg, Oh 43068	1800-659-3070	Testing
DSS Sweeping Service, Inc.	1520 Nicholas Road, Dayton, Oh 45449	937/262-0123	Lot Sweeping
Dunlap & Company, Inc.	P.O. Box 328, Columbus, In 47202	812-376-3021	Building Construction
Dunn Company	724 N Mercer Street, Decatur, Il 62522	217-429-4444	Asphalt Paving
E & J Concrete Inc	6222 La Pas Trail, Indianapolis, In 46268	317-297-5545	Concrete
E & R Fabricating, Inc	8854 State Road 37, Bedford, In 47421	812-275-0388	Fabricated Metal
E.J. Breneman, LP	1117 Snyder Road, West Lawn, Pa 19609	610-678-1013	Asphalt Paving
E.R. Gray & Associates, LLC	P.O. Box 1357, Columbus, In 47202	812-372-7398	Construction Staking
EA Asphalt Services, LLC	3865 N Commercial Parkway, Greenfield, In 46140	317-894-6484	Hauling
Earth Exploration	7770 West New York Street, Indianapolis, In 46214	317-273-1690	Geotechnical Services
Earth Images, Inc.	P.O. Box 216, Floyds Knob, In 47119	812-923-8386	Seeding, Sodding & Erosion
Ed Patton Construction, Inc.	3110 Olympia Drive, Lafayette, In 47909	765/742-5080	Building Construction
Electric Plus, Inc	101 W Lincoln Street, Danville, In 46122	812-336-4992	Electrical
Elite Security, LLC	Po Box 241084, Indianapolis, In 46224	317-710-2421	Security
Emergency Lane Closures, LLC	1062 Boxwood Lane, Greenwood, In 46143	317-331-6745	Construction Signs
Environ International Corp	Po Box 8500-1980, Philadelphia, Pa 19178	317-423-8710	Environmental Engineering
Environmental Management Specialists, Inc	Po Box 39, Huntertown, In 46748	260-637-9414	Environmental Engineering
Envirosweep	Po Box 810, Beech Grove, In 46107	317-757-8582	Lot Sweeping
Eq - The Environmental Quality Company	Po Box 673974, Detroit, Mi 48267	800-592-5489	Environmental Engineering
F.A. Wilhelm Construction Co., Inc.	3914 Prospect Street, Indianapolis, In 46206	317-359-5411	Building Construction
Fargo Insulation	2120 East Clay Street, Indianapolis, In 46205	317-546-4881	Mechanical Contracting

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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Ferguson Enterprises, Inc.	6439 East 30Th Street, Indianapolis, In 46219	(317) 546-2013	Site Development
Findley Bros. Well Drilling	12165 South Fountain Lane, Covington, In 47932	765-793-2990	Drilling
First Colony Construction	Po Box 904, Marietta, Oh 45750	740-374-2200	Building Construction
Fluid Waste Services	Po Box 264, Noblesville, In 46061	317-773-7996	Hydro-Excavation
Forster Electrical Services, Inc.	Po Box 1021, Columbus, In 47201	812-376-0715	Electrical
Fort Wayne Reinforcing, Inc.	4483 County Road 19, Auburn, In 46706	260-925-0609	Reinforcing Steel Tying
Foundation Test Group, Inc	2601 Emory Rd, Bldg 1A, Finksburg, Md 21048	410-517-0715	Geotechnical Services
Fowler Fencing Contractors, Inc	220 E 5Th Street, Fowler, In 47944	765-884-1800	Fencing
Fox Contractors Corporation	5430 Ferguson Road, Fort Wayne, In 46809	317/769-6291	Underdrains, Earthwork, Storm
G & C Towing, LLC	7060 N. Park Avenue, Indianapolis, In 46228	317-220-8520	Towing
General Drilling, Inc	Po Box 753, Fishers, In 46038	317-849-5612	Drilling
Geosolutions, Inc	8275 Indy Ct, Indianapolis, In 46214	317-273-0070	Engineering Design
Globe Asphalt Paving, Co	Po Box 19168, Indianapolis, In 46219	317-568-4344	Asphalt Paving
GLS, Inc.	P.O. Box 21085, Indianapolis, In 46221	317-292-9622	Concrete
Gradex	12900 N Meridian Street, Suite 120, Carmel, In 46032	317-573-3970	Earthwork, Storm
Grady Brothers, Inc.	Po Box 421519, Indianapolis, In 46242	317-244-3343	Asphalt Paving
Green Light Lawn Care, Inc	7856 W 1200 S, West Lafayette, In 47906	765-490-0710	Landscaping
Gridlock Traffic Systems	6400 Massachusetts Avenue, Indianapolis, In 46226	317-541-2727	Construction Signs, Markings
Hard Rock Concrete Cutters Inc	601 Chaddick Dr, Weeling, Il 60090	847-699-0010	Concrete Cutting
Hardcore Concrete Sawing & Sealing, Inc.	9505 South Cedar Lane, Hardinsburg, In 47125	812-472-9039	Concrete Cutting
Harmon Construction, Inc.	Po Box 386, North Vernon, In 47265	812-346-2064	Concrete
Harmon Steel, Inc.	1002 W Troy Avenue, Indianapolis, In 46225	317-780-5025	Set Beams, Reinforcing Steel
Harris Barrier Corporation	Po Box 88243, Indianapolis, In 46208	317/632-3471	Color Coating, Athletic Tracks
Hauer Excavating, LLC	2684 S. Cr 310 W, Vallonia, In 47281	812-216-6535	Excavation
Hause Surveying & Engineering	105 N. Meridian Street, Lebanon, In 46052	765-482-5141	Construction Staking
Hawk Enterprises	1850 East North Street, Crown Point, In 46307	219/662-8090	Electrical
Hayes Drilling, Inc	8845 Prospect Avenue, Kansas City, Mo 64132	816-363-3040	Drilling

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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
HB Wick Drains	14736 East Easter Avenue, Centennial, Co 80112	303-627-1100	Wick Drains
Helen E White (Security)	8146 Mcfarland Road, Indianapolis, In 46227	317-201-4976	Security
Helitech	Po Box 24067, Belleville, Il 62223	317-514-9285	Waterproofing
Highway Safety Service, Inc	Box 4517, Lafayette, In 47903	765-474-1000	Construction Signs, Markings
Highway Technologies	33946 Treasury Center, Chicago, Il 60694	317-891-8065	Construction Signs, Markings
Hi-Lite Markings, Inc	Po Box 460, Adams Center, Ny 13606	315-583-6111	Construction Signs, Markings
HIS Constructors, Inc.	2950 East Main, Plainfield, In 46168	317-284-1195	Bridges Enviro Reclamation
Homer Tree Service Inc	14000 S Archer Avenue, Lockport, Il 60441	815-838-0320	Tree Clearing
Hoosier Company, Inc.	Po Box 681064, Indianapolis, In 46268	317-872-8125	Traffic Signs, Electrical Panel
Hoosier Machine & Welding, Inc	Po Box 21204, Indianapolis, In 46221	317-638-6286	Equipment Repairs
Horn & Associates Drilling And Boring	216 N Main Street, Winchester, Ky 40391	859-744-2232	Drilling, Boring
Huff Sealing Corporation	Po Box 127, Albion, Il 62806	618-445-3148	Seal Coating
Hummel Electric, Inc	2505 Mjm Industrial Drive, Evansville, In 47715	812-474-1500	Electrical
Hunt Paving Company, Inc.	Po Box 42517, Indianapolis, In 46241	317-241-8313	Concrete
Huston Electric, Inc.	P.O. Box 904, Kokomo, In 46903	765-474-6115	Electrical
Hydro-Technologies, Inc.	6200 East Highway 62, Building 2501 Suite 300, Jeffersonville, In 47130	812-284-9376	Hydro Demolition
Illini Drilled Foundations, Inc.	P.O. Box 1351, Danville, Il 61834	217/442-8765	Foundations
Independent Land Surveying, Inc.	414 S Main Street, Brownstown, In 47220	(812) 372-0996	Surveying
Indiana Concrete Specialties, Inc	230 W Madison Street, Tipton, In 46072	765-675-7512	Concrete
Indiana Reline, Inc.	Po Box 5, Sulphur Springs, In 47388	765-533-5040	Pipe Relining
Indiana Sign & Barricade	5240 E 25Th Street, Indianapolis, In 46218	317-377-8000	Construction Signs, Markings
Indiana Traffic Service, LLC	3867 N Commercial Parkway, Greenfield, In 46140	317-891-8065	Construction Signs, Markings
Indiana Wire Products, Inc.	915 North Ireland Street, Greensburg, In 47240	812/663-7441	Fencing
Indianapolis Testing Laboratory	1432 Sadlier Circle East Drive, Indianapolis, In 46239	317-322-9500	Testing
Industrial Electrical Systems, Inc	Po Box 6296, Lafayette, In 47903-6296	765-449-9418	Electrical
Infrastructure Systems, Inc	260 W. Vincennes Street, Orleans, In 47452	812-865-3309	Sewer Installation
Insituform Technologies, USA, LLC	2130 Stout Field West Drive, Indianapolis, In 46241	317-489-3863	Pipelines

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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
J&D Turf	12840 Ford Drive, Fishers, In 46038	317-359-1185	Seeding, Grading
James H. Drew Corporation	8701 Zionsville Road, Indianapolis, In 46268	317-876-3739	Traffic Signals, Guardrail, Fence
James Scharer Masonry, Inc	4639 Penelope Ct, West Lafayette, In 47906	765-463-0000	Masonry
James Stanger Excavating, Inc	2758 W Maple Grove Road, Bloomington, In 47404	812-935-7868	Excavation
Janssen & Spaans Engineering, Inc	9120 Harrison Park Court, Indianapolis, In 46216	317-254-9686	Design Engineering
Jarnagin Enterprises Inc	6249 Hickory Rd, Indianapolis, In 46259	317-862-6626	Waterproofing Membranes
Javelina Construction, Inc.	13376 Britton Park Drive, Fishers, In 46038	317-841-8364	Milling
Javier Steel	Po Box 7448, Louisville, Ky 40257	502-426-2008	Reinforcing Steel Tying
JBI Construction, Inc.	10335 Hedden Road, Evansville, In 47725	812-867-5959	Curbs, Gutters, Barrier Walls
JDH Contracting, Inc.	8109 Network Drive, Plainfield, In 46168-9024	317-839-0520	Earthwork, Storm
John E. Fisher & Associates, P.C.	625 South Earl Avenue, Lafayette, In 47904	765-448-1535	Surveying
Jr Ellington Tree Experts	680 West That Road, Bloomington, In 47403	812-332-5882	Tree Clearing
K & K Fence, Inc.	6520 Brookville Road, Indianapolis, In 46219	317-359-5425	Fencing
K & S Markers, Inc	2189 N 600 W, Thorntown, In 46071	765-482-6184	Snowplowable Markers
K & W Fueling Systems, Inc	1537 South 275 West, Rushville, In 46173	765-932-4980	Industrial Fueling Systems
Karen Haan, Inc	1825 South Hadley Road, Fort Wayne, In 46804	260-740-8876	Construction Signs
Keeler-Webb Associates	486 Gradle Drive, Carmel, In 46032	317-574-0140	Engineering Design
Kelley's Terminte & Pest Control	4912 West State Road 46, Bloomington, In 47404	812-876-9083	Pest Control
Ken Skinner Construction	305 Gilliland Street, Bloomfield, In 47424	812-384-8576	Concrete
Kentuckiana Off Duty Police & Surveillance Inc	Po Box 75, Bardstown, Ky 40004	877-880-5677	Security
Keramida Environmental, Inc	401 N College Ave, Indianapolis, In 46202	317-685-8231	Environmental Engineering
Kolb Grading, LLC	5731 Westwood Drive, St. Charles, Mo 63304	636-441-0200	Grading
Kramers Land Clearing, LLC	2035 N 1500 W, Linton, In 47441	812-847-7221	Site Clearing
Krintz Lawn Care Inc	Po Box 451, Brookston, In 47923	800-471-3764	Landscaping
K-Tech Floor Systems, Inc	8250 S County Road 825 E, Cloverdale, In 46120	317-418-7396	Concrete
L & R Incorporated	6733 E Tulip Road, Solsberry, In 47459	812-825-6202	Excavation
Larry Stanger Excavating, Inc	2770 West Maple Grove, Bloomington, In 47404	812-876-5032	Excavation

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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Lawn & Shrub, Inc.	3721 North 500 East, Lafayette, In 47905	765-589-3276	Landscaping
Layne Christensen Company	4520 N State Road 37, Orleans, In 47452	812-865-3232	Drilling
Lazer-Grade, LLC	Po Box 322, Vincennes, In 47591	812-316-0450	Hauling
Leslie Coatings, Inc.	1101 E 30Th Street, Indianapolis, In 46205	317-926-3411	Color Coating, Athletic Tracks
Linne Brothers Landscaping, LLC	2228 S County Road 700 E, Bowling Green, In 47833	317-519-7277	Landscaping
Long Electric Company, Inc.	1310 South Franklin Road, Indianapolis, In 46239	317-356-2455	Electrical
Lowe Construction Company	2535 Bader Road, Horton, Mi 49246	517-529-9406	Building Construction
LPS Pavement Company	67 Stonehill Road, Oswego, Il 60543	630/551-2100	Brick Pavers
Lykins Contracting	12783 North State Road 101, Sunman, In 47041	812/623-2244	Underground Utilities
M.A.C Trucking, Inc	1116 N.W. 5Th Street, Richmond, In 47374	765-962-5113	Hauling
Macallister Machinery Company, Inc	P.O. Box 1941, Detroit, Mi 46206	317-545-2151	Equipment Rentals
Mad Technical Services	4277 S.C.R. 60 S.W., Greensburg, In 47240	812-663-2097	Milling
Major Engineering & Land Surveying, Inc	1319 E. Stop 10 Road, Indianapolis, In 46227	317-888-4496	Construction Staking
Martell Electric, LLC	4601 Cleveland Road, South Bend, In 46628	574-245-4648	Electrical
MAS Markers, Inc.	1625 S 400 E, Lebanon, In 46052	317-769-7200	Snowplowable Markers
Mathew Milling Company	706 East Columbia Street, Chalmers, In 47929	574-721-7286	Milling
Mccrite Milling & Construction Co., Inc.	209 Quality Avenue, New Albany, In 47150	812-941-0252	Milling
Mckinney Drilling Company	1838 S Preston Highway, Shepherdsville, Ky 40165	502/955-8474	Drilling
MDS Contractors Services	6868 N 600 W, Rensselaer, In 47978	219-869-5782	Erosion Control
Meeks & Company Professional Surveying Inc	Po Box 5, Scipio, In 47273	812-592-4145	Surveying
Merrell Brothers, Inc	8811 W 500 N, Kokomo, In 46901	574-699-7782	Biosolids
Mid America Milling Company, LLC	6200 E Highway 62, Buildiing 2501, Suite 400, Jeffersonville, In 47130	(812) 282-2751	Milling
Mid-States General & Mechanical	4170 North Bearsdale Road, Decatur, Il 62526	217-875-1260	Mechanical Contracting
Midwest Mole, Inc.	6814 W 350 N, Greenfield, In 46140	317-545-1335	Pipe Boring
Midwest Rentals, Inc.	Po Box 5593, Lafayette, In 47903	765-449-7655	Equipment Rentals
Midwestern Electric, Inc.	3385 N Arlington Avenue, Indianapolis, In 46218	317-545-7641	Traffic Signals, Electrical
Mike Delucio & Son, Inc.	3436 Chester Boulevard, Richmond, In 47374	765-962-8010	Excavation

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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Morley & Associates, Inc	4800 Rosebud Lane, Newburgh, In 47630	812-464-9585	Surveying
Morphey Construction, Inc.	1499 N Sherman Drive, Indianapolis, In 46201	317-356-9250	Traffic Signals, Electrical
Mr Fence It	402 South 4Th Street, Lafayette, In 47901	1-765-742-4822	Fencing
Mt Carmel Stabilization Group, Inc	Po Box 458, Mount Carmel, Il 62863	618-262-5118	Soil Modification
Mullen Seal 'N Stripe	5876 Nolansfork Road, Richmond, In 47374	1-765-935-3162	Seal Coating & Striping
Myers Archaeological Services	2592 E Kelly Branch Road, Bloomfield, In 47424	812-825-7641	Archaeological Survey
N.B. West Contracting Company, Inc	2780 Mary Avenue, St. Louis, Mo 63144	314-962-3145	Site Development
N.I. Spanos Painting	1310 West 99Th Avenue, Crown Point, In 46307	219-662-9092	Bridge Painting
Nading Mechanical, Inc	Po Box 98, Hope, In 47246	812-546-6111	Mechanical Contracting
National Construction Rental	Po Box 4503, Pacoima, Ca 91333	314-754-2046	Rentals
National Railroad Safety Services Inc	9808 Windisch Road, Cincinnati, Oh 45069	877-984-67777	Railroad Track
Natural Construction, Inc	Po Box 306, Fortville, In 46040	317-485-2145	Concrete
Nettle Creek Custom Gardens	6114 Franklin Road, Hagerstown, In 47346	765-489-3388	Landscaping
New Beginnings Construction, LLC	212 W. 10Th Street, Indianapolis, In 46206	317-638-0870	Concrete
Northern Lights	8109 Network Drive, Plainfield, In 46168	317-838-7776	Utility Locate
Northpointe Surveying, Inc	6125 South East Street, Suite B, Indianapolis, In 46227	317-884-3020	Construction Staking
Oatts Trucking, Inc	3925 E 26Th Street, Indianapolis, In 46218	317-546-7005	Hauling
Odle, Inc	2560 Kilgore Avenue, Muncie, In 47307	765-288-3611	Wastewater Treatment
Olers Fencing & Construction	Po Box 216, Centerville, In 47330	765/962-2933	Fencing
Otto's Parking Marking Company	2449 East Main Street, Greenwood, In 46143	317-882-8933	Markings, Bumpers
Patriot Engineering And Environmental, Inc	6330 East 75Th Street, Suite 216, Indianapolis, In 46250	317-576-8058	Testing
Patriot Pumps, LLC	8775 Zionsville Road, Indianapolis, In 46268	317-875-7867	Pump Supplier
Pavement Solutions, Inc	1308 Locust Street, Middletown, In 47356	765-444-8215	Pavement Markings
Pemberton-Davis Electric	916 E Mckinley Ave, Mishawaka, In 46545	574-277-7001	Electrical
Penhall Company	14045 Northdale Blvd., Rogers, Mn 55374	763-4282244	Milled Corrugations
Pinpoint Services, LLC	12514 Strawtown Ave, Noblesville, In 46060	317-758-4645	Cutting and Grinding
Plant Brothers Excavating & Construction, LLC	10650 N Atherton Street, Rosedale, In 47874	812-466-6975	Excavation

MILESTONE CONTRACTORS, L.P.
SUPPLEMENTAL INFORMATION
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Poindexter Excavating, Inc.	Po Box 36399, Indianapolis, In 46236	317-823-6837	Earthwork, Storm
Pou, Inc (Ace Steel Erection, Inc)	2775 8Th Street, Shelbyville, Mi 49344	269-792-0311	Steel Erection
Poynter Sheet Metal	8768 N State Road 37, Bloomington, In 47404	812-935-6471	Sheet Metal
Premier Erosion Control, LLC	10226 Westport Rd, Marysville, In 47141	502-548-0425	Erosion Control
Premium Concrete Service, Inc	4331 Pine Creek Road, Elkhart, In 46516	574-264-0196	Concrete
Pro Green	Po Box 143, New Castle, In 47362	765-836-4866	Landscaping
Professional Concrete Cutting & Drilling, LLC	15896 E Co Rd 650 N, Hope, In 47246	812-390-0196	Cutting, Drilling
Professional Sweeping	1775 Royal Oaks Drive North, Monticello, In 47960	574/583-8143	Lot Sweeping
Protection Plus, Inc.	2345 South Lynhurst, Suite 200, Indianapolis, In 46241	317-244-7569	Security
Quality Saw And Seal	7600 West 79Th Street, Bridgeview, Il 60455	708-728-1895	Bump Grinding
Quality Sealcoating	Po Box 362, Centerville, In 47330	765-914-2565	Seal Coating
R.H. Marlin Inc	2202 West Thompson Road, Indianapolis, In 46217	317-786-4356	Crane Rental
R.L. Mccoy, Inc	7898 East Lincolnway, Columbia City, In 46725	317-544-000	Bridge
R.L.H. Sealcoating	1970 State Road 44, Martinsville, In 46151	765-342-8633	Seal Coating
Railworks Track Services	39530 Treasury Center, Chicago, Il 60694	314-291-2233	Railroad Track
Randall Miller & Associates	300 East Broadway Suite 106, Logansport, In 46947	574-753-9353	Surveying
Reece Seal Coating, Inc.	1205 W Troy Avenue, Indianapolis, In 46225	317-784-1410	Seal Coating
Regional Services Corporation	6147 East State Road 44, Franklin, In 46131	317-736-5523	Testing
Resonant Machines, Inc.	11181 Overbrook Rd, Ste 200, Leawood, Ks 66211	816-931-3111	Concrete Recycling
Rick Thomas Masonary, LLC	1994 S Washington Road, Centerville, In 47330	765-855-2699	Masonry
Rieth Riley Construction	Po Box 276, Indianapolis, In 46206	317-634-5561	Undersealing
Rinehart's Lawn Care Landscaping & Snow Removal	5905 State Road 121, Richmond, In 47374	765-962-7940	Landscaping
Rivertown Construction, LLC	Po Box 444, Newburgh, In 47629	812-853-8122	Concrete
Road Fabrics, Inc.	Po Box 87380, Carol Stream, Il 60188	800-325-5747	Fabrics Geogrid
Roadsafe Traffic Systems	3122 Olympia Drive, Lafayette, In 47909	317-780-1825	Traffic Construction Signs
Robert Haines, Co., Inc	2747 N Emerson Avenue, Indianapolis, In 46218	317-547-5271	Waterproofing
Rock Solid Masonry, LLC	399 Moorman Road, Bloomington, In 47403	812-824-9505	Aggregates

MILESTONE CONTRACTORS, L.P.
SUPPLEMENTAL INFORMATION
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Rock Solutions, LLC	2006 Edmonton Road, Tompkinsville, Ky 42167	270-487-1784	Rock Removal
Rohrscheib Sons Caisson, Inc	Po Box 236, New Hudson, Mi 48165	248-437-2005	Caissons
Romco Of Columbus, Inc.	1649 Rich Road, Richmond, In 47374	765-966-0857	Hauling
Ron L. Dixon	7719 Knapp Road, Indianapolis, In 46259	317-862-7446	Environmental Engineering
Roudebush Grading, Inc	17155 Harger Court, Noblesville, In 46060	317-770-9970	Seeding, Sodding, Erosion
Safety Grooving & Grinding, Inc.	Po Box 842911, Los Angeles, Ca 90084	419/592-8666	Pavement Grinding
Scodeller Construction, Inc	51722 Grand River Ave, Wixom, Mi 48393	248-374-1102	Bridges
Securpros, Incorporated	738 Medinah Court, Indianapolis, In 46239	317-891-9049	Security
Seig & Associates, Inc	13150 North Penntown Road, Sunman, In 47041	812-623-6700	Surveying
Signal Construction Inc.	5639 W Us 40, Greenfield, In 46140	317-894-0120	Traffic Signals, Electrical
Sims & Pedigo Company, Inc.	Po Box 2694, Bloomington, In 47402	812-333-4341	Surface Seal, Coatings
Site-Tech Corporation	1250 E Cr 700 S, Lewisville, In 47352	317-467-9590	Clearing
SJCA, P.C.	9102 N Meridian Street, Ste 200, Indianapolis, In 46260	317-566-0629	Construction Staking
Slusser's Green Thumb, Inc.	Po Box 33, Logansport, In 46947	800-762-7442	Seeding, Sodding & Erosion
Smith Neubecker & Associates, Inc	453 Clarizz Blvd, Bloomington, In 47401	812-336-6536	Surveying
Smock Fansler Corporation	2910 W. Minnesota Street, Indianapolis, In 46241	317-248-8371	Concrete
Snedegar Construction, Inc	6935 South Old St Rd 37, Bloomington, In 47403	812-824-6889	Storm Sewer
SOS Services	17220 Harger Court, Noblesville, In 46060	317-219-4321	Sewer Systems
Specialties Company, LLC	9350 E. 30Th Street, Indianapolis, In 46229	317-594-0291	Milling, Guardrail & Concrete
Specialty Waterproofing, Inc	Po Box 127, Frankfort, In 46041	765-242-4005	Waterproofing
Speidel Construction Inc	15483 Enterprise Way, Culpeper, Va 22701	540-825-9660	Surface Prep Airfields
Spohn Associates, Inc	328 Sandbrook Drive, Noblesville, In 46062	317-804-5204	Railing
Star Environmental, Inc.	2215 Alvord Street, Indianapolis, In 46205	317-295-1281	Environmental Hazards
State-Line Vac Service	Po Box 5, Sulphur Springs, In 47388	877-533-5040	Vaccum Service
Straight Lines, Inc.	1251 Shadeland Rd, Lafayette, In 47909	765-538-3485	Sealing
Subsurface Constructors Inc	101 Angelica St, St Louis, Mo 63147	314-421-2460	Concrete Columns
Sullivan Construction, Inc	Po Box 356, Paoli, In 47454	812-723-5640	Concrete

MILESTONE CONTRACTORS, L.P.
SUPPLEMENTAL INFORMATION
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Sunset Hill Fence Company	1440 W. 2Nd, Bloomington, In 47401	812-332-2547	Fencing
Superior Erosion Control, LLC	Po Box 25, Charlestown, In 47111	812-256-3641	Seeding, Sodding, Erosion
Surface Preparation Technologies Inc	81 Texaco Road, Mechanicsburg, Pa 17050	717-697-1450	Milled Corrugations
Survey Tech P.C.	7172 North Keystone, Indianapolis, In 46240	317-255-9339	Surveying
T & T Excavating & Paving, Llc	945 N Gardner, Scottsburg, In 47170	812-752-2898	Excavation, Paving
Taylor Concrete Service, Inc	3505 South Duncan Road, Bloomington, In 47403	812-327-2138	Concrete
Taylor Painting	1978 Havemann Rd #251, Celina, Oh 45822	419-586-2712	Painting
Tbird Design Services	105 N 10Th Street, Lafayette, In 47901	765-742-1900	Surveying
TC Electric, Inc.	2817 W 100 S, Franklin, In 46131	765-425-7109	Electrical
Terrapro, LLC	Po Box 50151, Indianapolis, In 46250	317-371-7151	Lot Sweeping
Tes Tech, Inc	8534 Yankee Street, Dayton, Oh 45458	317-845-3133	Engineering Design
The Harper Company	Po Box 420, Hebron, Ky 41048	859-586-8890	Concrete Paving
The New Group Inc	1339 Sunday Drive, Indianapolis, In 46217	317-783-7124	Waterproofing
The Schneider Corporation	8901 Otis Avenue, Indianapolis, In 46216	317/898-8282	Engineering Design
Thomas Plastic Machinery, Inc	Po Box 189, Scottsburg, In 47170	812-889-2813	Sand Blasting
Three Rivers Barricade & Equipment Co., Inc.	3330 Taylor Street, Fort Wayne, In 46802	260/436-1611	Construction Signs
Tiffany Lawn & Garden Supply, Inc.	4931 Robison Road, Indianapolis, In 46268	317/228-4900	Topsoil
Traffic Control Specialists, Inc	305 W Hamilton Dr, Knox, In 46534	574-772-7001	Construction Signs
Trotter Construction Co., Inc	4165 Millersville Road, Indianapolis, In 46205	317-543-0053	Concrete, Storm Pipe
Trugreen Chemlawn	3308 Imperial Parkway, Suite E, Lafayette, In 47909	800/589-8744	Landscaping
Turn Key Tunneling, Inc	1247 Stimmel Road, Columbus, Oh 43223	614-275-4832	Pipe Boring, Jacking
United Consulting	1625 N Post Road, Indianapolis, In 46219	317-895-2585	Construciton Staking
United Rentals	P.O. Box 503330, Atlanta, Ga 30384	216/398-7300	Equipment Rentals
USI Consultants, Inc.	8415 E 56Th Street, Indianapolis, In 46216	317-544-4996	Construction Staking
Value Fence Company	Po Box 34, Clear Creek, In 47426	812-824-9881	Fencing
Venus Painting Co Inc	443 Forestwood Dr, Valparaiso, In 46385	219-531-9364	Bridge Painting
Vibronics, Inc	Po Box 5488, Evansville, In 47716	812-205-8001	Testing

MILESTONE CONTRACTORS, L.P.
SUPPLEMENTAL INFORMATION
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Wabash Valley Asphalt, LLC	Po Box 9778, Terre Haute, In 47808	812/232-6094	Asphalt Paving
Warex, LLC	Po Box 310, Booneville, In 47601	812-473-6066	Aggregates
Wayman & Associates, Inc.	402 Circle Street, Seymour, In 47274	812-522-6707	Construction Staking
WG Grading, Inc.	Po Box 7038, Fishers, In 46038	317.710.4502	Grading
White Knight Services	64725 Apple Lane, Goshen, In 46526	574-534-3910	Security
Whitewater Construction	1417 Sheridan Street, Richmond, In 47374	765-935-4584	Building Construction
Williams Signs, Inc	6407 Whippoorwill Lane, Lafayette, In 47905	765-448-6725	Construction Signs
Woods Electrical Contractors, Inc	4180 N Starnes Road, Bloomington, In 47404	812-876-7977	Electrical
Yates Construction, Inc	Po Box 41, Kentland, In 47951	219-474-6542	Bridge Construction
Young Trucking, Inc	8647 E State Road 45, Unionville, In 47468	812-332-0403	Hauling

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.

TO BE SUBMITTED UPON AWARD OF CONTRACT

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.

SEE ATTACHED EQUIPMENT LIST. THE EQUIPMENT UTILIZED WILL BE THAT NECESSARY TO COMPLETE THE JOB.

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.

YES WE HAVE RECEIVED OFFERS

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.

SEE ATTACHED FINANCIAL STATEMENT

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 combinaton 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 LAFAYETTE, INDIANA this 23 day of JUNE, 2020

MILESTONE CONTRACTORS L.P. BY
CONTRACTORS UNITED, INC - GENERAL PARTNER
(Name of Organization)

By _____

MARK NAGLE, DIRECTOR OF ESTIMATING
(Title of Person Signing)

ACKNOWLEDGMENT

STATE OF INDIANA)
)ss:
COUNTY OF TIPPECANOE)

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

Subscribed and sworn to before me this 23 day of JUNE, 2020.

Thomasina R. Nelson
Notary Public
THOMASINA L. NELSON

THOMASINA L. NELSON
Tippecanoe County
NOTARY PUBLIC
Comm. # 672332
NOTARY SEAL
My Commission Expires 08-30-2023
STATE OF INDIANA

My Commission Expires: AUGUST 30, 2023

County of Residence: TIPPECANOE

FEDERAL TAX ID # 35-1917625

Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF

MILESTONE CONTRACTORS, L.P.
(Contractor)

3301 SOUTH CR 460 EAST
(Address)

LAFAYETTE, INDIANA 47905

FOR

PUBLIC WORKS PROJECTS

OF

CITY OF LAFAYETTE, INDIANA

18TH STREET AND CENTRAL STREET DRAINAGE IMPROVEMENTS

Filed JUNE 23, 2020

Action Taken

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FORM

Bid Bond

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

BIDDER *(Name and Address)*:

Milestone Contractors, L.P.
3301 S 460 E, Lafayette, IN 47905

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

Continental Casualty Company
151 N. Franklin Street , Chicago, IL 60606

OWNER *(Name and Address)*:

City of Lafayette, Indiana
20 N. 6th Street, Lafayette, IN 47901

BID

Bid Due Date: June 23, 2020
Description *(Project Name—Include Location)*: 18th Street and Central Street Drainage Improvements

BOND

Bond Number: Bid Bond
Date: June 23, 2020
Penal sum Five Percent of the total bid $ 5%
(Words) (Figures)

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

BIDDER

Milestone Contractors, L.P. By Contractors United, Inc. - General Partner (Seal)
Bidder's Name and Corporate Seal

By: Signature

Mark Nagle
Print Name

Director of Estimating
Title

Attest: Thomasina R. Nelson
Signature Thomasina L. Nelson
Estimating Support
Title

SURETY

Continental Casualty Company (Seal)
Surety's Name and Corporate Seal

By: Signature (Attach Power of Attorney)

Eric M. Wahlstrom
Print Name

Attorney-in-Fact
Title

Attest: Kathryn R. Postma
Signature Kathryn R. Postma
Surety Account Representative
Title

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Eric M. Wahlstrom , **Individually**

of Indianapolis, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Milestone Contractors, L.P.
Obligee: City of Lafayette, Indiana

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 23rd day of June, 2020.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

CERTIFICATION

The undersigned, as Vice President, Secretary and Treasurer of Contractors United, Inc., an Indiana corporation, certifies that the following persons hold the office of the Corporation indicated below:

Charles F. Potts, Jr.	President
Mark Thompson	Senior Vice President
Scott Cornelius	Vice President
Lynn Shireman	Vice President
Todd Fawver	Vice President
John Vercruysse	Vice President, Secretary and Treasurer
David Franz	Vice President of Finance
Douglas S. Pierce	Vice President

The undersigned further certifies that, in addition to the above officers, the following are authorized to execute all contracts or similar documents on behalf of the corporation:

Patrick Walters	Controller
Amy L. Wright	Vice President, HR and Talent Development
Brad McCall	Executive Director of Estimating
Corey M. Baugh	Director of Estimating – Columbus
Mark Nagle	Director of Estimating – Lafayette
Kenneth M. Walker	Senior Estimator – Lafayette
Robert W. Ketron	Senior Estimator – Portland
Scott A. Hester	Director of Estimating – Richmond
Aaron J. Chandler	Director of Estimating - Bloomington

CERTIFIED, this 9th day of December, 2019.

John P. Vercruysse

John Vercruysse, Vice President,
Secretary and Treasurer

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN April 20, 2020

TO

MILESTONE CONTRACTORS LP INDIANAPOLIS, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid May 1, 2020 Thru April 30, 2021

AGGREGATE		$UNLIMITED
0085	CLEAN/SEAL CRACKS/JOINTS: PCCP/HMA PVMT	$50,000,000
0288	PAVEMENT SEALING: SLURRY, FOG AND CHIP	$UNLIMITED
A(A)	CONCRETE PAVEMENT: GENERAL	$UNLIMITED
B(A)	ASPHALT PVMT:W/INDOT CERTIFIED HMA PLANT	$UNLIMITED
C(A)	HEAVY GRADING	$UNLIMITED
D(A)	HIGHWAY OR RAILROAD BRIDGE OVER WATER	$UNLIMITED
D(B)	HIGHWAY OR RAILROAD BRIDGE OVER HIGHWAY	$UNLIMITED
D(C)	HWY/RR BRIDGE REQ RR TRACK PROTECTION	$UNLIMITED
E(E)	SMALL STRUCTURES AND DRAINAGE ITEMS	$UNLIMITED
E(F)	SURFACE MASONRY AND MISC CONCRETE	$UNLIMITED
E(H)	DEEP SEWER AND/OR EXCAVATION	$50,000,000
E(I)	PERMANENT SEEDING, SODDING, AND TOP SOIL	$50,000,000
E(J)	LANDSCAPING	$50,000,000
E(R)	ASPHALT PAVEMENT MILLING	$50,000,000
E(T)	DEMOLITION	$50,000,000

PREQUALIFICATION ENGINEER

COMMISSIONER

State Form 20508 (R3 / 5-05)

CERTIFICATE OF QUALIFICATION
to provide
CONSTRUCTION SERVICES
for
PUBLIC WORKS PROJECTS
to the
STATE OF INDIANA

This Certification Board, having duly considered application for qualification in terms of apparent experience and financial resources; and under the applicable Indiana Code 4-13.6-4 and adopted rules of this Board, hereby issues a Certificate of Qualification to provide construction services to the State of Indiana for Public Works Projects to:

MILESTONE CONTRACTORS LP

5950 S BELMONT AVE

INDIANAPOLIS IN 46217

Phone 317-788-6885
Fax 317-788-1098

Company Official
PATRICK WALTERS

for the twenty-seven month period stated herein, unless revoked by this Board for cause, and in the classifications of services stated below. This certificate supercedes any previous certificate.

1611.01 Concrete Construction of Roads & Curbing
1611.02 Asphalt Construction of Roads and Parking Lots
1622.01 Gen Contr-brdgs,vdcts,elvd hwys,rlwy,tnls
1623.03 Sewers and/or Water Lines

CERTIFICATION DATE **5/24/2018** EXPIRATION DATE **8/24/2020**

THIS CERTIFICATE ISSUED BY THE STATE OF INDIANA, PUBLIC WORKS DIVISION CERTIFICATION BOARD, 402 WEST WASHINGTON STREET, ROOM W467, INDIANAPOLIS, INDIANA 46204, ALSO ACTS AS THE OFFICIAL NOTICE OF EXPIRATION.

Tracy L. Cross, Executive Secretary
Certification Board

DAPW PQ2 State Form 3963R Rev. 07/06

NOTICE TO PROCEED

Project:	**18th Street & Central Street Drainage Improvements Project**
Owner:	**City of Lafayette – Lafayette Renew** **1700 Wabash Avenue** **Lafayette, IN 47909**
Contractor:	**Milestone Contractors, L.P.**
Contractor's Address:	**3301 South CR 460 East** **Lafayette, Indiana 47905**

(Send Notice to Proceed Certified Mail, Return Receipt Requested)

You are notified that the Contract Times under the above Contract will commence to run on date **July 14, 2020**. On or after that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date to achieve Substantial Completion is **August 28, 2020**, and the number of days to achieve readiness for final payment is **30 days**.

Before you may start any Work at the Site, Section 4 of the General Conditions provides that you must deliver to the OWNER (with copies to Engineer and other identified additional insured and loss payees) a certificate of insurance which shall be purchased and maintained in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:
Provide executed performance and payment bonds, required insurances, and attend the pre-construction meeting.

_____
Gary Henriott, President
Board of Public Works and Safety

_____
Norm Childress, member
Board of Public Works and Safety

_____
Cindy Murray, member
Board of Public Works and Safety

_____
Amy Moulton, member
Board of Public Works and Safety

_____
Ron Shriner, member
Board of Public Works and Safety

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

Acceptance of Notice:
Receipt of the above Notice to Proceed is hereby acknowledged by:

_____
CONTRACTOR – Milestone Contractors, L.P.

Date: _____

Copy to Engineer

CITY OF
LAFAYETTE

MEMORANDUM

To: Board of Public Works and Safety (Board)
Gary Henriott, President, Norm Childress, Amy Moulton, Cindy Murray, and Ron Shriner

From: Kim Meyer-City of Lafayette HR Director and AIM Medical Board of Trustees Member

Re: AIM Medical Trust Ballot-Election of Trustee

Date: July 1, 2020

Cc: Mayor Roswarski
Jacque Chosnek, Deputy City Attorney

I am requesting the President of the Board of Works be directed to complete and submit the attached 2020 AIM Medical Trust Trustee ballot. I am also including a Memorandum from Gary Malone, Director of AIM Trust Operations dated July 1, 2020. Mr. Malone's memorandum explains why it is necessary for the City of Lafayette to complete the ballot.

Please contact me if you have questions or need additional information about this matter.

aim medical trust
Your Partner for Municipal Health

MEMORANDUM

To: Participating Municipalities
From: Gary Malone, Director of Trust Operations
Date: July 1, 2020
RE: 2020 Trustee Election

I highly encourage member municipalities to participate in the 2020 Trustee election. The Trustees oversee the operations of the Aim Medical Trust and make critical decisions that impact all Trust beneficiaries.

It is important that your municipality participates in this election so that the Aim Medical Trust complies with guidance published by the Internal Revenue Service. To satisfy IRS rules, the Aim Medical Trust must be formed, operated and funded by political subdivisions. Election of Trustees by the governing bodies of Trust members assists the Aim Medical Trust in satisfying this requirement.

- To comply, the Town Council, City Council, or Board of Works President should complete the ballot on behalf of the member city/town.

- Alternatively, the governing board could formally delegate authority to the Mayor, Clerk-Treasurer, Town Manager or Human Resources Director to complete and submit the ballot. If Council or the Board of Works is delegating the authority to another municipal official to complete and submit the ballot, a copy of the minutes or Resolution must be provided with the signed ballot.

The elected Trustee will commence a three year term on August 1, 2020. Each municipal member may submit **one** ballot. Please vote for **one** Trustee by marking the blank space before the nominee's name with an **X** or a √.

The completed and signed ballot may be electronically submitted to Gary Malone at gmalone@aimindiana.org, faxed to (317) 237-6206 or mailed to:

Aim Medical Trust
Attn: Gary Malone
125 West Market Street, Suite 100
Indianapolis, Indiana 46204

All ballots are due by 5:00 PM (EDT) on **Wednesday, July 15, 2020.**

aim medical trust
Your Partner for Municipal Health

2020 TRUSTEE ELECTION

The biographical sketch listed below was written by the nominee or a municipal representative. YOU MAY VOTE FOR ONE (1) NOMINEE. Ballots are due by **5:00 p.m. (EDT), July 15, 2020**.

_____ **Joe Thallemer**, Mayor, City of Warsaw

Mayor Thallemer currently serves as the AIM Medical Trust Board president. He has been a board member since 2012. He is also a health care professional (41 years of private practice of Optometry). He also currently serves as a member of the Underwriting and Appeals committees. He has attended several NLC-RSC meetings that fostered the implementation of a reserve policy for the Medical Trust. Quite simply, he would be honored to continue as the president of the Medical Trust if that is the desire of the board.

The undersigned was directed to complete and submit this ballot on behalf of the Board of Works, City Council or Town Council of the City/Town of:

_____
Name of Municipality

_____ _____
Council or Board of Works President or Delegate* **Date**

_____
Printed Name and Title

If Council or the Board of Works is delegating the authority to another municipal official to complete and submit the ballot, a copy of the minutes or Resolution must be provided with the signed ballot.

3539908v1

RELEASE OF MORTGAGE

For a valuable consideration, it is hereby certified that a certain mortgage executed by Allison A. Carey, on August 16, 2013, to City of Lafayette, Indiana, securing the principal sum of Twenty-five Thousand and 00/100 Dollars ($25,000.00), which mortgage was duly recorded as Document No. 201313019517 in the office of the Recorder of Tippecanoe County, Indiana, on August 20, 2013, is hereby released and satisfied.

Property Address: 238 Lincoln, West Lafayette, Indiana

Dated: July 1, 2020

CITY OF LAFAYETTE
on behalf of the Lafayette Housing Consortium

By: Valerie Oakley
Valerie Oakley, Project Manager
Lafayette Housing Authority, Grant Administrator

STATE OF INDIANA)
)SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a notary public, personally appeared Valerie Oakley, as Lafayette Housing Authority Project Manager, and acknowledged the execution of the foregoing release of mortgage on this 1st day of July, 2020.

K Landon, Tippecanoe
, Notary Public
Resident of County

K LANDON
Notary Public, State of Indiana
Tippecanoe County
Commission Number NP0628714
My Commission Expires
August 16, 2027

This instrument prepared by
Ed Chosnek, City Attorney

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Valerie Oakley.

For questions, contact:
Lafayette Housing Authority
PO Box 6687
Lafayette, IN 47903-6687
Telephone (765) 771-1300

APPROVED_____
DATE

_____

_____
PRINTED NAME
PRESIDENT
BOARD OF PUBLIC WORKS AND SAFETY

Return To:
City of Lafayette drawer or
Lafayette Housing Authority
PO Box 6687
Lafayette, IN 47903-6687