

**CONTRACT DOCUMENTS**

**FOR**

**PROJECT 25-RD-01:  
GREENFIELD CCMG 2025**

**Department of Engineering  
City of Greenfield**

**Guy Titus.....Mayor  
Glen E. Morrow, PE.....City Engineer**

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**NOTICE TO BIDDERS**  
**City of Greenfield**

Department: **Department of Engineering**  
**10 S. State Street**  
**Greenfield, Indiana 46140**

Project/Work: **25-RD-01: Greenfield CCMG 2025**

Notice is hereby given that the City of Greenfield will receive sealed bids for the above described "Project/Work" at Clerk-Treasurer's Office, 10 S. State Street, Greenfield, Indiana, until 9:30 a.m. prevailing local time, 10 S. State Street, on **May 28, 2025** and commencing as soon as practicable thereafter on the same date such bids will be publicly opened. No late Bids will be accepted.

A Bid Bond or certified check in an amount not less than five percent (5%) of the amount bid must be submitted with each Bid. A one hundred percent (100%) Performance and Payment Bond will also be required of the successful Bidder.

The Work consists of, but is not necessarily limited to the following:

**Road resurfacing & patching, curb, sidewalk, ADA ramps, and associated work along various street segments in Greenfield**

Contract Documents for the Project/Work have been assembled into one or more bound Project Manuals which, together with Drawings, may be examined the Clerk-Treasurer's Office or the Department of Engineering at 10 S. State Street, Greenfield, Indiana 46140.

Electronic copies of the Drawings and Project Manuals will be available on the City of Greenfield website at <https://www.greenfieldin.org/government/engineering>. Bidders will be responsible to contact the Clerk-Treasurers office to be added to the plan-holders list if downloading electronic contract documents.

Bidders shall assure that they have obtained complete sets of drawings and Contract Documents and shall assume the risk of any errors or omissions in Bids prepared in reliance on incomplete sets of drawings and Contract Documents.

A pre-bid conference for discussion of the Work will be held on **May 14, 2025** at **1:00pm** in the Larry Breese Conference Room. All prospective Bidders are strongly urged to attend the pre-bid conference to learn about the project.

For accommodations needed by persons with disabilities to attend the public bid opening meeting, please call (317) 477-4320.

The City of Greenfield reserves the right to reject any or all bids or to waive any informalities and to accept the bid which it deems most favorable to the interests of the City after all bids have been examined and canvassed.

# **INSTRUCTIONS TO BIDDERS**

## **City of Greenfield**

Department (“Owner”): **Department of Engineering  
10 S. State Street  
Greenfield, Indiana 46140**

Project/Work: **25-RD-01: Greenfield CCMG 2025**

Owner’s Representative: **Tyler Rankins**

Engineer: **Glen E. Morrow, PE**

### **1. GENERAL**

- 1.1 Submission of a Bid shall constitute an unconditional agreement and acknowledgment by the Bidder to be bound by all terms and conditions set forth herein and in any of the documents assembled or referred to in the bound Project Manual of which these Instructions to Bidders are a part.
- 1.2 Sample forms are included in the Project Manual to acquaint Bidders with the form and provisions of various Bid Documents and other documentation required by the Contract Documents to be executed, completed and submitted by some or all Bidders, either as part of a Bid Submission or after the Bid Date. Such sample forms are not to be detached from the Project Manual, or filled out or executed. Separate copies of such forms and any other required documentation prescribed by the Contract Documents have been or will be furnished separately by the Owner and must be obtained directly from the City.
- 1.3 Instructions and requirements printed on any sample form included in the Project Manual or any form not so included but required to be completed, signed or furnished by a Bidder as part of a Bid Submission or after receipt and opening of Bids shall be deemed requirements established by these Instructions to Bidders to the same extent as if fully restated herein.
- 1.4 By submitting bid the Bidder agrees the bid proposal and price(s) contained herein shall be valid for ninety (90) days from bid opening.

### **2. DEFINITIONS**

The following definitions shall apply to these Instructions to Bidders (ITB):

- 2.1 Bidder - Any person or entity who submits a Bid.
- 2.2 Bid - A written proposal submitted by a Bidder as part of the form prescribed herein offering to perform and complete the Work and to fulfill all other requirements of the Contract Documents for one or more specified prices.
- 2.3 Bid Documents - All documents and completed forms required to be submitted by a Bidder with and as integral parts of a Bid Submission, whether or not included as sample forms assembled in the Project Manual of which these Instructions to Bidders are a part. Such Bid Documents are listed and more fully described in ITB Section 5.3 hereof.

- 2.4 Bid Date - The date when Bids are to be received, opened and publicly read aloud as established by the Notice to Bidders as may be modified by Addenda.
- 2.5 Bid Submission - All documents presented by a Bidder for receipt and opening on the Bid Date.
- 2.6 Contract Documents - The Agreement and any exhibits thereto, Addenda (which pertain to the Contract Documents), Instructions to Bidders, Advertisement, Notice to Bidders, Bidder's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), Notice to Proceed, the Bonds, the General Conditions, the Additional Requirements Section, any supplemental or special conditions, the Specifications and the Drawings, as the same are more specifically identified in the Agreement.
- 2.7 E-Verify Program - An electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and control Act of 1986 (P.L. 99-603).
- 2.8 Owner - The City of Greenfield acting by and through the Department or other agency designated above.
- 2.9 Project Manual - The bound set of documents, sample forms, and Contract Documents (excluding plans and Addenda) approved by the Owner for the Work and/or Project described in the Notice to Bidders and of which these Instructions to Bidders are a part.

In all other respects, terms used herein shall have the meanings as stated in the General Conditions or other Contract Documents.

### **3. EXAMINATION OF SITE AND DOCUMENTS**

- 3.1 Before the Bid Date, all Bidders shall carefully and thoroughly examine and inspect the entire site of the proposed Work and adjacent premises and the various means of approach and access thereto by means of a site inspection visit, and make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary construction equipment, and for delivering and handling materials at the site, and shall inform themselves thoroughly as to any and all actual or potential difficulties, hindrances, delays and constraints involved in the commencement, prosecution and completion of the proposed Work in accordance with the requirements of the Contract Documents.
- 3.2 It shall be the sole responsibility of Bidders to make borings, test pits and to conduct such other investigations at or near the site of the proposed Work as they deem necessary to determine the character, location, and amount of materials to be encountered or other subsurface conditions which could affect the manner, cost or time required to perform the Work.
- 3.3 Bidders shall carefully and thoroughly examine the plans, specifications and other Contract and/or Project Manual Documents and shall assume the full risk of their own judgments as to the nature, quality and amount of the whole of the Work to be done, and for the price bid must assume all risk of any and all variances or errors in any computation or statement of amounts or quantities necessary to complete the Work in strict compliance with the Contract Documents.

- 3.4 Elevations of the existing ground surface or structures at the site of the Work as shown on the plans are believed to be reasonably correct, but are not guaranteed to be absolutely so and are presented only as an approximation. Bidders shall satisfy themselves as to the correctness of all elevations.
- 3.5 Information stated or depicted on plans concerning the location, dimensions, depth and other characteristics of underground structures and utilities is given only as general information and shall not be construed or relied upon by Bidders as a representation or assurance that such structures or utilities will be found or encountered as plotted, or that such information is complete or accurate. Bidders, therefore, shall satisfy themselves by such means as they may deem proper as to the location of all structures and utilities that may be encountered in construction of the Work and shall bear the risk of the number, type, location, dimensions and depth of all structures and utilities thus encountered.
- 3.6 The City of Greenfield Standard General Conditions for Construction Contracts, August 2018, is incorporated by reference as part of this bid. Copy of General Conditions are available at <https://www.greenfieldin.org/government/engineering>.

#### **4. CLARIFICATIONS AND ADDENDA**

- 4.1 If a Bidder finds conflicts, errors, discrepancies or ambiguities in the Contract Documents or any sample form, or if the Bidder is in doubt as to the intended meaning of any portion or provision therein, the Bidder shall at once give written notice thereof to the Owner's Representative, at least seven (7) consecutive calendar days prior to the Bid Date. No Bidder shall be allowed any extra compensation or time extension by reason of any conflict, error, discrepancy or ambiguity of which the Bidder had actual knowledge or reasonably should have known and which he/she failed to report within the period and in the manner required by these Instructions to Bidders.
- 4.2 No material changes, clarifications or interpretations of the Contract Documents will be issued except by written or graphic Addenda mailed or delivered to record holders of Contract Documents not less than three (3) days prior to the Bid Date. All such Addenda must be acknowledged by the Bidder and will become a part of the Contract Documents. The Owner will not be responsible for or bound by any oral or written interpretations or clarifications of the Contract Documents which anyone presumes to make on its behalf, except by an Addendum issued in accordance with this Section.

#### **5. BID SUBMISSION**

- 5.1 All Bid Documents shall be placed within a sealed envelope which shall be plainly labeled on the outside with the name and address of the Bidder, Project name and number (if applicable) and Due Date. If forwarded by mail, the sealed envelope must be enclosed in another envelope addressed to: City of Greenfield, Clerk-Treasurer, 10 S. State Street, Greenfield, Indiana 46140.
- 5.2 All Bid Documents as herein prescribed must be submitted with and as integral parts of each Bid Submission and shall be subject to all requirements of the Contract Documents, including drawings and these Instructions to Bidders. Bid Documents must be properly filled in and completed in every material respect and without interlineations, excisions, special conditions, qualifications or exceptions. Each Bid Document requiring a signature shall be signed by an individual duly authorized to execute such document on Bidder's behalf. A bid executed by a corporation, joint venture, or other entity with an assumed name shall have the legal and correct

name thereof followed by the word “by” and the signature and title of the officer or other person authorized to sign for it.

5.3 The Bid Documents to be thus submitted by each Bidder shall consist of all of the following (5.3.1, 5.3.2, 5.3.3):

.1 Bidder’s Itemized Proposal and Declarations. A sample of this form is included in the Project Manual and must be utilized by all Bidders. Such document includes and consists of the following constituent “Parts”:

“Part 1 - Bidder Information”

“Part 2 - Proposal (Bid)”

“Part 3 - Contract Items and Unit Prices”

“Part 4 - Contract Documents and Addenda”

“Part 5 - Exceptions”

“Part 6 - Nepotism Disclosure Form”

“Part 7 - Additional Declarations, including certification required by IC 5-22-16.5”

“Part 8 - Drug Testing”

“Part 9 - Non-Collusion Affidavit”

“Part 10 - E-Verify Affidavit”

“Part 11 - Signatures”

.2 Bid Security in the form of a Bid Bond or Certified Check in an amount not less than five percent (5%) of the bid price. Such Bid Security shall serve as security to insure the execution of the Agreement and the furnishing of other required documents by the successful Bidder, including Performance and Payment Bonds. A sample Bid Bond form is included in the Project Manual and such form, or such other form as may be approved in advance by Owner, shall be utilized if such a bond is furnished as Bid Security. A Bid Bond shall be executed by a surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of “Surety Companies Acceptable on Federal Bonds” as published in the U.S. Treasury Department Circular No. 570; the Bidder shall also furnish as part of the Bid Submission a signed power of attorney establishing the authority of the person executing such Bid Bond on behalf of the surety. Bid Security shall be held until the Contract is executed with the successful Bidder. In the event that all bids are rejected, the Bid Security of all Bidders will be returned upon request. No “Annual” bid bonds, cash deposits or cashiers’ checks will be accepted.

.3 Contractor’s Bid for Public Work (State Form 96). Such form is included in this Project Manual on pages BID-10 to BID-15 and shall be used in consideration of a Bidder’s ability to perform its obligations under the terms of the contract Documents and in determining other material factors bearing upon a Bidder’s responsibility. If Bid is under \$150,000 either of these forms may be submitted as a Post-Bid submittal under Section 6, Post Bid Requirements.

5.4 Bids may be withdrawn in person by a Bidder during normal hours of business prior to the time fixed for opening of Bids. In the event of a valid withdrawal of a Bid, the Bid Security of the withdrawing Bidder will be returned promptly. No Bid may be withdrawn after opening of Bids has commenced except after expiration of such period following the Bid Date as specifically provided by law, plus any extension thereof as provided elsewhere in these Instructions to

Bidders. Bidder's failure to provide all completed documentation as required in ITB Section 5.3 may result in Bid being deemed non-responsive.

## 6. POST-BID REQUIREMENTS

Within five (5) business days of notification by Owner, the apparent lowest responsive Bidder will be required to submit additional documents and satisfy additional requirements as conditions to such Bidder being found by the Owner to be a responsible Bidder, as follows:

- 6.1 Proof of Insurability. The Bidder shall furnish: (1) proof of insurance showing existing coverage in accordance with the terms and amounts stated in the General Conditions, or (2) a letter or statement certifying that, in the event that the bid is awarded by the Owner, an insurance company will provide the required coverage to the Bidder submitting the bid. Such proof of insurance or the letter/statement shall be issued by a financially responsible insurance company authorized to do business in the State of Indiana.
- 6.2 Surety Letter of Intent. The Bidder shall furnish a written statement or letter from a Surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds" as published in U.S. Treasury Department Circular No. 570, which assures the Owner that, in the event the Bid is accepted and a contract is awarded by Owner, said Surety will execute and deliver both a Performance Bond and Payment Bond as required by the Contract Documents.
- 6.3 Joint Venture Agreement. If the Bidder is a joint venture, partnership or other combination of two or more persons or entities, the Bidder shall submit a copy of the joint venture or other agreement by which such joint venture, partnership or other association has been formed, executed by all such participating persons or entities. If the Bid is signed by less than all parties that comprise the Bidder, suitable written evidence of the authority of such signing party to bind all such parties must also be furnished.
- 6.4 Subcontractor/Supplier List. The Bidder shall submit all subcontractors and suppliers that will be used on the project, as required (POST-BID-1).
- 6.5 Manufacturers List. The Bidder shall submit a complete list of all equipment and supplies that are listed in the Manufacturer's List (POST-BID-2).
- 6.6 E-Verify Documentation. - The Bidder shall submit verification that it is enrolled in and participating in the E-Verify program (POST-BID-3).

## 7. BID EVALUATION AND AWARD

- 7.1 **Award of the Contract will be made to the lowest, responsive and responsible Bidder, where the Bid is reasonable and does not exceed the funds available for the project.** The Owner reserves the right to reject all Bids and may waive or allow a Bidder to correct errors, omissions or other irregularities in Bid Documents that are found not to have afforded the Bidder a substantial competitive advantage over other Bidders.



- 7.2 The Owner shall have the right to reject any Bid if investigation of the Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations and complete the Work. Any or all Bids will be rejected if there is reason to believe that collusion exists among Bidders.
- 7.3 For unit price Contract Items, estimated quantities and unit prices will serve as the basis for determining the proposed price of each Bid. Patent math errors in statements of Bid prices or totals may be corrected by the Owner or Engineer, in which case the corrected amounts will be used for the purpose of Bid evaluation, comparison and other award considerations. However, neither the Owner nor the Engineer shall be required to discover or correct any error or omission in a Bid and the Bidder shall assume the risk of and be bound to the consequences of any such error or omission.
- 7.4 The Owner may, at its sole option, award the Contract to a Bidder on a conditional basis to afford the Bidder additional time and opportunity to submit required documents or to fulfill other requirements. In such case, the Owner will furnish to the Bidder a notice of conditional award which will establish (i) the additional conditions to be fulfilled for the award to become effective, and (ii) the time limit within which such conditions shall be satisfied. If the Bidder fails to satisfy the conditions in the manner and within the time specified in such notice, the Owner may declare such Bidder to be non-responsible and award the Contract, conditionally or unconditionally, to another Bidder. Time limitations governing the Owner's award of the Contract shall be extended for such additional period as may be required to effectuate the conditional award procedure set forth in this sub-section, and no Bid may be withdrawn during such period of extension.

## **8. CONTRACT EXECUTION; SUBMITTALS**

- 8.1 Within five (5) business days after the award notice, the successful Bidder shall sign and deliver at least three (3) counterparts of the Agreement, utilizing the form thereof included in the Project Manual and make delivery thereof to the Owner, along with other documents as prescribed by the Contract Documents. After execution and delivery of the Agreement and other required documents, and acceptance thereof by the Owner, the Bid Security furnished by each Bidder will be returned to the respective Bidders upon request.
- 8.2 If the Bidder fails or neglects to execute and deliver the Agreement and other required documents as prescribed by the preceding sub-section, the Bidder shall be deemed to have repudiated the Contract and thereupon the award shall be null and void; and the Bid Security provided by the Bidder shall be forfeited to and retained by the Owner as liquidated damages for such failure of the Bidder to execute the Contract, it being understood and agreed that the character and amount of actual damages sustained by the Owner cannot reliably be ascertained and measured and that the amount of the Bid Security is intended as a reasonable prospective estimate of such actual damages.
- 8.3 Concurrently with the execution and delivery of the Agreement to the Owner, or within such other period as the Owner may prescribe, the successful Bidder (Contractor) shall submit the following as conditions to the Bidder's right to proceed with and receive payment for any Work:
- .1 Proof of all required insurance coverage, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Payment Bond as prescribed by the General Conditions or other Contract Documents. Such bonds shall be executed utilizing the sample forms included in the Project Manual or alternative forms approved in advance by the Owner. Indemnification clauses between successful Bidder and the Surety shall not be binding upon the Owner;

- .2 The preliminary schedules required by Paragraph 2.7 of the General Conditions;
- .3 Other Post-Bid submittals required by the Contract Documents.

**9. LIQUIDATED DAMAGES**

- 9.1 The Contract Documents provide for the payment of liquidated damages in the event of unexcused failure by the Contractor to complete the Work within the time required by the Contract Documents. **Such liquidated damages are to be assessed and recovered at the rate of \$500.00 per day for delay in achieving the Substantial Completion date no later than October 31, 2025 and at the rate of \$100.00 per day for delay in achieving the Final Completion date no later than November 26, 2025.**
- 9.2 The per diem rate(s) of liquidated damages established by the preceding sub-section have been determined and are intended as reasonable prospective estimate(s) of the type and amount of actual damages which the Owner may sustain in the event of such delay(s). Submission of a Bid shall constitute an unconditional acknowledgment and agreement by the Bidder that such liquidated damages are fair and reasonable and do not and will not constitute a penalty, and that such liquidated damages may be assessed and recovered by the Owner as against the successful Bidder/Contractor and its Surety in lieu of actual damages for delayed completion.

**10. CHANGE ORDERS**

- 10.1 During the course of the Work, should the Owner or Bidder determine that additional work which was foreseeable is required, such work shall not be automatically awarded through change orders. However, the Owner reserves the right to award additional work which was foreseeable to the original Bidder where doing so is in the best interest of the Owner. All such awards are and will remain subject to necessary approvals.

**11. ANTICIPATED PROJECT SCHEDULE MILESTONES (subject to change)**

Legal Ad #1	March 5, 2025
Legal Ad #2	March 12, 2025
Pre-Bid Meeting	March 21, 2025
Deadline for Questions	March 28, 2025
Final Addenda Released	April 3, 2025
Bid Opening	April 8, 2025
Bid Award	April 22, 2025
<b>NTP Issued</b>	<b>May 1, 2025 *</b>
<b>Substantial Completion</b>	<b>October 31, 2025 *</b>
<b>Final Completion</b>	<b>November 26, 2025 *</b>

**\* Contractor may choose date of Notice to Proceed no earlier than date listed and must achieve Substantial Completion within 60 calendar days, but no later than the date listed. Final Completion must be achieved within 30-calendar days after substantial completion, but no later than the date listed.**

**END OF INSTRUCTIONS TO BIDDERS**

**PART 1**  
**BIDDER'S ITEMIZED PROPOSAL**  
**AND DECLARATIONS**  
City of Greenfield

*Instructions to Bidders:*

*This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.*

Project: **25-RD-01: Greenfield CCMG 2025**

Proposal For Construction of: **Road resurfacing & patching, curb, sidewalk, ADA ramps, and associated work along various street segments in Greenfield**

Date: \_\_\_\_\_

To: **City of Greenfield, Department of Engineering**  
**10 S. State Street, Greenfield, Indiana 46140**

**PART 1**  
**BIDDER INFORMATION**  
**(Print)**

1.1 Bidder Name: \_\_\_\_\_

1.2 Bidder Address:      Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: (    ) \_\_\_\_\_ Fax #: (    ) \_\_\_\_\_

1.3 Former Business names of Bidder: \_\_\_\_\_

1.4 Bidder is a/an [*mark one*]:  
 Individual     Partnership     Indiana Corporation  
 Foreign (Out of State) Corporation  
 Joint Venture  
Other: \_\_\_\_\_

**PART 2**  
**PROPOSAL (BID)**

- 2.1 The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items per Segment, for a sum total of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such sum and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of bid evaluation and contract award and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the Owner and Engineer cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Contract.
- 2.2 By submitting bid the Bidder agrees the bid proposal and price(s) contained herein shall be valid for ninety (90) days from bid opening.

**PART 3**  
**CONTRACT ITEMS AND UNIT PRICES**

Contract Item No.	Item Description	Item Unit	Estimated Quantity	Prices in Figures	
				Unit Price	Total Price for Item
1	Mobilization & Demobilization	LS	29		
2	Milling, Asphalt, 1.5 IN	SYS	91,996		
3	Milling, Approaches	SYS	216		
4	HMA Surface, Type B, 12.5 mm	TON	10,134		
5	HMA for Approaches, Type B	TON	35		
6	HMA Wedge and Level, Type B	TON	522		
7	HMA Base Repair, Type B, 25.0 mm (6" depth)	TON	771		
8	Sidewalk Concrete, Remove	SYS	1,824		
9	Curb, Remove	LFT	681		
10	Curb Ramp, Concrete	SYS	1,824		
11	Detectable Warning Surfaces	SYS	114		
12	Line, Thermoplastic, Solid, Yellow, 4 IN	LFT	10,356		
13	Transverse Marking, Multi-component, Crosswalk Line, White, 24 in. (Sharks Teeth)	LFT	96		
14	Line, Thermoplastic, Solid, White, 6 IN	LFT	562		
15	Transverse Marking, Thermoplastic, Crosswalk, White, 6 IN	LFT	3,458		
16	Transverse Marking, Thermoplastic, Crosswalk, White, 24 IN	LFT	492		
17	Transverse Marking, Thermoplastic, Stop Line, White, 24 IN	LFT	653		

Total of all Prices (in number) \$ \_\_\_\_\_ (in words) \_\_\_\_\_

**PART 4**

**CONTRACT DOCUMENTS AND ADDENDA**

4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the General Conditions and incorporates such Contract Documents herein by reference

4.2 The Bidder acknowledges receipt of the following addenda:

Addendum Number

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART 5**  
**EXCEPTIONS**

*Instructions to Bidders:*

- 5.1 *The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.*
- 5.2 *Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.*

5.3 *Exceptions:*

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**PART 6**  
**NEPOTISM DISCLOSURE**

Contractor: \_\_\_\_\_

Project: \_\_\_\_\_

For purposes of compliance with Indiana Code Chap. 36-1-21, please specify below whether Contractor (individual), or a person who wholly or partially owns Contractor (business), is a relative, as that term is defined by Indiana Code § 36-1-21-3, of either the Mayor of Greenfield, Indiana, or a member of the City Council of Greenfield, Indiana.

Contractor (individual) or Contractor (business) does NOT have a relative who is either the Mayor of Greenfield, Indiana or a member of the City of Greenfield, Indiana.

Contractor (individual) or Contractor (business) DOES have a relative who is either the Mayor of Greenfield, Indiana or member of the City Council of Greenfield, Indiana (must specify all relatives below):

\_\_\_\_\_

Mayor Guy Titus

City Councilor [please specify name of Councilor(s)]

\_\_\_\_\_

Name of Authorized Representative (Printed)

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_



**PART 7**  
**ADDITIONAL DECLARATIONS**

- 7.1 Bidder certifies for itself and all its subcontractors compliance with existing laws of the City of Greenfield, the State of Indiana and the United States regarding (a) prohibition of discrimination in employment practices on the basis of race, sex, disability, religion, national origin, disabled veteran status and Vietnam-era veteran status.
- 7.2 Bidder certifies that it has thoroughly examined the site of the Work and informed itself fully regarding all conditions under which it will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. Bidder further certifies that it has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.
- 7.3 Hiring Practices. The Bidder shall, upon request of the Owner, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Bid.
- 7.4 Bidder Qualifications. Bidder certifies to Owner the following:
- .1 That Bidder is eligible to work in the State of Indiana;
  - .2 That Bidder's labor force participates in apprenticeship or training programs approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization;
  - .3 That Bidder has implemented an employee drug testing plan that meets, or exceeds, the requirements set forth in IC 36-1-12-24;
  - .4 That Bidder will utilize project managers and superintendents with sufficient relevant management experience to complete bidder's scope of work;
  - .5 That Bidder and its management personnel possess any and all professional trade licenses required by law for any trade or specialty area in which Bidder is seeking a contract award, and said licensures have not been suspended or revoked within the previous five (5) years;
  - .6 That Bidder is utilizing a surety company which is on the United States Department of Treasury's listing of approved sureties; and
  - .7 For contracts estimated to be over \$300,000.00, that Bidder and sub-contractors expected to be awarded at least \$300,000 for the project are qualified under IC 4-13.6-4 or IC 8-23-10.

Violation of this certification shall constitute a material breach of the contract to result from this Bid, and upon such a violation Owner may terminate the contract. In addition, upon a violation of this certification, Owner shall report such violation to the City Legal Department who may, at its discretion, debar the Bidder from eligibility for future city purchasing, bids, contracts, quotes and/or projects.

**PART 8**  
**DRUG PROGRAM**

- 8.1 Pursuant to IC 4-13-18-5, the Bidder must submit with the Bid a written plan for a program to test the Bidder's employees for drugs. A contractor that is subject to a collective bargaining agreement that establishes an employee drug testing program shall only submit a copy of the relevant part of the collective bargaining agreement establishing the program. Failure to submit a written plan for an employee drug testing program, or relevant parts of a collective bargaining agreement establishing an employee drug testing program shall result in the Bid being rejected as non-responsive.
  
- 8.2 Attach a copy of your drug testing program or the relevant parts of your collective bargaining agreement establishing a drug testing program to this page.

**PART 9**  
**NON-COLLUSION AFFIDAVIT**

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

**PART 10**  
**E-VERIFY PROGRAM**

Pursuant to Indiana Code 22-5-1.7-11.1, the contractor awarded the Bid is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The contractor who is awarded the Bid is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into an agreement for this Bid, the undersigned business entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

**PART 11**  
**SIGNATURES**

*[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations document. SIGNATURE MUST BE PROPERLY NOTARIZED.]*

Written Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Important - Notary Signature and Seal Required in the Space Below*

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_



# CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

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

## PART I

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

Date (month, day, year): \_\_\_\_\_

1. Governmental Unit (Owner): **City of Greenfield, Indiana** \_\_\_\_\_
2. County: **Hancock** \_\_\_\_\_
3. Bidder (Firm): \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/ZIPcode: \_\_\_\_\_
4. Telephone Number: \_\_\_\_\_
5. Agent of Bidder (if applicable): \_\_\_\_\_

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

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

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

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

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

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

ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 Greenfield, Indiana**          

Bidder (Firm): \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

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

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

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

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

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

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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.)*

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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.

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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.

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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.

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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.

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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





**BID OF**

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

**FOR  
PUBLIC WORKS PROJECTS  
OF**

\_\_\_\_\_  
Filed \_\_\_\_\_

\_\_\_\_\_  
Action taken \_\_\_\_\_

**POST-BID SUBMITTAL**  
**SUBCONTRACTOR/SUPPLIER PARTICIPATION**

**A. SUBCONTRACTORS AND SUPPLIERS LIST**

*Instructions to Bidders: The Bidder shall submit a completed Subcontractor/Supplier list (see below) as required in ITB 6.4.*

*The Bidder shall enter the names, the type of work to be done, and the price, in the Subcontractors/Suppliers List for each subcontractor/supplier that the Bidder proposes to use for any part of the Work for the Project at an agreed price of \$10,000 or greater, as part of the total amount bid as stated above in Part 2.*

*Only one subcontractor/supplier shall be listed for each line. Upon award of a contract, the named subcontractors/suppliers shall be employed to perform the work, unless changes are specifically authorized by the Owner. Failure to furnish all information requested may render the bid non-responsive if it is determined that such omission materially affords the Bidder a substantial advantage over other Bidders.*

*Except as otherwise specifically stated by the Bidder in this Part, omission of any names of subcontractors/suppliers herein shall constitute an affirmative representation and statement that the Bidder proposes to use its own work force for that portion of the Work*

*Bidder's attention is directed to paragraphs 6.8, 6.9, and 6.11 of the City of Greenfield Standard General Conditions for Construction Contracts as they relate to use of subcontractors/suppliers.*

Subcontractor Name	Work	Price
		\$
		\$
		\$
		\$
		\$
		\$
Supplier Name	Work	Price
		\$
		\$
		\$
		\$
		\$
		\$

(please duplicate and use this form, if additional sheets are necessary)

**POST-BID SUBMITTAL**  
**MANUFACTURERS LIST**

*Instructions to Bidders:*

*The Bidder shall enter, in the spaces provided below, the name of the manufacturer for ALL material and equipment listed below, to be incorporated into the Work.*

***Failure to furnish all information for each listed material or equipment item(s) may render the bid non-responsive.***

*Preliminary acceptance of equipment listed by the manufacturer’s name shall not in any way constitute a waiver of the Drawing and Specification requirements covering such equipment. Acceptance will be based on full conformity with the Drawings and Specifications covering the equipment.*

***The information submitted on this Post-Bid-2 page does not alleviate the Bidder from submitting the required Subcontractor/Supplier Information on the Post-Bid-1 page.***

<u>Material/Equipment Item</u>	<u>Manufacturer</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**POST BID SUBMITTAL**  
**E-VERIFY DOCUMENTATION**  
**SEE ITB SECTION 6.6**

Pursuant to Indiana Code 22-5-1.7-11.1 the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify program. Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

**BID BOND**  
**City of Greenfield**

*Instructions to Bidders*

*Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by Owner/Obligee.*

*Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.*

*Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds" as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.*

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

"Bidder": \_\_\_\_\_  
and

"Surety": [Name] \_\_\_\_\_  
[Address] \_\_\_\_\_  
\_\_\_\_\_

a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Indiana,

are held and firmly bound unto the City of Greenfield, Indiana ("Owner/Obligee") in the full and just sum equal to five percent (5%) of the price stated in the Bid Proposal described below, including accepted alternates, if any, to be paid upon demand of the Owner/Obligee, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Owner/Obligee has solicited bids for certain Work for or in furtherance of construction of public improvements described generally as

**25-RD-01: Greenfield CCMG 2025**

pursuant to plans, specifications and other "Contract Documents" included as parts of and designated by such solicitation; and

WHEREAS, the Bidder has submitted to the Owner/Obligee a Bid Proposal to perform such Work.

NOW THEREFORE: The conditions of this obligation are such that if the Bid Proposal be accepted, with or without conditions, the Bidder shall within such time thereafter as prescribed by the Contract Documents (i) fulfill all conditions of such award that remain to be fulfilled, (ii) execute a Contract in accordance with the Bid Proposal and in the form and manner required by the Contract Documents, and (iii) thereafter provide all bonds, and other documentation required by the Contract Documents to be delivered to Owner/Obligee prior to commencing Work, including without limitation a sufficient and satisfactory Performance Bond and Payment Bond payable to Owner/Obligee, each in an amount of one hundred percent (100%) of the total Contract price as awarded and in form and with surety satisfactory to said Owner/Obligee, then this obligation to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Bidder to comply with any or all of the foregoing requirements within the time specified above and as prescribed by the Contract Documents, immediate pay to the Owner/Obligee, upon demand, the amount hereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Bidder and Surety have caused this instrument to be duly signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

***This Bid Bond shall bind the undersigned Surety whether or not also signed by the Bidder.***

“Bidder”

“Surety”

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

**WARRANTY BOND**  
**City of Greenfield**

*Instructions:*

*Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.*

*Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.*

*Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds" as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.*

KNOW ALL MEN BY THESE PRESENTS: that

"Contractor": \_\_\_\_\_

and

"Surety": [name] \_\_\_\_\_  
[Address] \_\_\_\_\_  
\_\_\_\_\_

a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Indiana,

are held and firmly bound unto the City of Greenfield, Indiana hereinafter called Owner/Obligee, in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a certain Agreement with the Owner/Obligee, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by which Contractor has agreed to perform and furnish certain Work for or in furtherance of construction of public improvements described generally as

**25-RD-01: Greenfield CCMG 2025**

which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

WHEREAS, Contractor has installed and completed and met all improvements, installations and requirements applicable to the above described Work, but said improvements and installations have not yet been accepted for public maintenance; and

WHEREAS, the Owner/Obligee requires a guarantee from the Contractor against defective materials and workmanship in connection with such maintenance.



NOW, THEREFORE, Contractor warrants the workmanship and all materials used in the construction, installation and completion of said Work, including all improvements and installations thereof, to be of good quality and constructed and completed in a workmanlike manner in accordance with the Agreement and Contract Documents and all local, state and federal laws, ordinances, rules, standards and regulations applicable to said Work;

FURTHERMORE, the conditions of the Surety's obligation hereunder are such that if Contractor at his own expense, for a period of 3 years, commencing on the date of Substantial Completion, shall make all repairs or replacements thereto which may become necessary by reason of improper or defective workmanship or materials, or any failure thereof to conform to the provisions of the Agreement or Contract Documents, then Surety's obligation is to be null and void; otherwise such obligation shall remain in full force and effect. Any repairs or replacements made under this Bond shall in like manner be subject to the terms and conditions hereof.

Contractor and Surety covenant that all action required by law to be taken by them to authorize the execution and delivery of this bond have been previously been taken, that the officers whose signatures appear below have been fully empowered to execute and deliver this instrument and that once executed and delivered, it shall represent the lawful and binding obligation of the parties.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR: \_\_\_\_\_  
[name]

By: \_\_\_\_\_  
[signature] [printed name]

ATTEST: \_\_\_\_\_, Secretary  
[signature]

SURETY: \_\_\_\_\_  
[name]

By: \_\_\_\_\_, Attorney-in-Fact  
[signature]

\_\_\_\_\_  
[printed name] [address]

**PAYMENT BOND**  
**City of Greenfield**

*Instructions:*

*Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.*

*Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.*

*Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds" as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.*

KNOW ALL MEN BY THESE PRESENTS: that

"Contractor": \_\_\_\_\_

and

"Surety": [name] \_\_\_\_\_  
[Address] \_\_\_\_\_  
\_\_\_\_\_

a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Indiana,

are held and firmly bound unto the City of Greenfield, Indiana hereinafter called Owner/Obligee, in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a certain Agreement with the Owner/Obligee, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by which Contractor has agreed to perform and furnish certain Work for or in furtherance of construction of public improvements described generally as

**25-RD-01: Greenfield CCMG 2025**

which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are such that if the Contractor shall promptly make payments of all amounts due to all Claimants, then this obligation shall be void; otherwise to remain in full force and effect. "Claimant" shall mean any subcontractor, material supplier or other person, firm, or corporation furnishing materials or equipment for or performing labor or services in the prosecution of the Work provided for in such Agreement, including lubricants, oil, gasoline, coal and coke, repairs on machinery, and tools, whether consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

1. that no defect or irregularity in the contract or in the proceedings preliminary to the letting of the contract will operate to release or discharge Surety.
2. that no change, omission, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to any Work to be furnished thereunder, and no delay by the Owner/Obligee in enforcement of the Agreement or this Bond shall in any way 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 Agreement, Contract Documents or to the Work.
3. that no final settlement between the Owner/Obligee and the Contractor shall abridge any right of the Owner/Obligee hereunder as to any claim that may remain unsatisfied.
4. that this Payment Bond and Surety shall not be released until one (1) year after the Owner/Obligee's final settlement with the Contractor.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR: \_\_\_\_\_  
[name]

By: \_\_\_\_\_  
[signature] [printed name]

ATTEST: \_\_\_\_\_, Secretary  
[signature]

SURETY: \_\_\_\_\_  
[name]

By: \_\_\_\_\_, Attorney-in-Fact  
[signature]

\_\_\_\_\_  
[printed name] [address]

**PERFORMANCE BOND**  
**City of Greenfield**

*Instructions:*

*Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.*

*Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.*

*Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds" as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.*

KNOW ALL MEN BY THESE PRESENTS: that

"Contractor": \_\_\_\_\_

and

"Surety": [name] \_\_\_\_\_  
[Address] \_\_\_\_\_  
\_\_\_\_\_

a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Indiana,

are held and firmly bound unto the City of Greenfield, Indiana hereinafter called Owner/Obligee, in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a certain Agreement with the Owner/Obligee, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by which Contractor has agreed to perform and furnish certain Work for or in furtherance of construction of public improvements described generally as

**25-RD-01: Greenfield CCMG 2025**

which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are such that if the Contractor shall well, truly and faithfully perform his duties, all the undertakings, covenants, terms and conditions of said Agreement whether during the original term thereof, and any extensions thereof which may be granted by the Owner/Obligee, with or without notice to the Surety and during any period of guaranty or warranty provided therein or arising thereunder, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner/Obligee from all costs and damages which he may suffer by reason of failure to do so, and shall reimburse and repay the

Owner/Obligee all outlay and expense which the Owner/Obligee may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

1. that no defect or irregularity in the contract or in the proceedings preliminary to the letting of the contract will operate to release or discharge Surety.
2. that no change, omission, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to any Work to be furnished thereunder, and no delay by the Owner/Obligee in enforcement of the Agreement or this Bond shall in any way 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 Agreement, Contract Documents or to the Work.
3. that no final settlement between the Owner/Obligee and the Contractor shall abridge any right of the Owner/Obligee hereunder as to any claim that may remain unsatisfied.
4. that this Performance Bond and Surety shall not be released until one (1) year after the Owner/Obligee's final settlement with the Contractor.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR: \_\_\_\_\_  
[name]

By: \_\_\_\_\_  
[signature] [printed name]

ATTEST: \_\_\_\_\_, Secretary  
[signature]

SURETY: \_\_\_\_\_  
[name]

By: \_\_\_\_\_, Attorney-in-Fact  
[signature]

\_\_\_\_\_  
[printed name] [address]

**AGREEMENT**  
**City of Greenfield**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

by and between

“OWNER”: City of Greenfield, Indiana, by and through its Board of Public Works  
10 S. State Street, Greenfield, Indiana 46140

and

“CONTRACTOR”:

concerning the following:

“PROJECT”: **25-RD-01: Greenfield CCMG 2025**

“WORK”: **Road resurfacing & patching, curb, sidewalk, ADA ramps, and associated work along various street segments in Greenfield**

“ENGINEER”: **Glen E. Morrow**

RECITALS:

- A. The OWNER has heretofore caused to be prepared certain plans, specifications and other “Contract Documents” as hereinafter listed pertaining to the above described Project and Work, and the CONTRACTOR has filed Proposal to furnish said labor, tools, material, equipment, services, and perform said Work upon the terms and for the price(s) therein fully stated and set forth;
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth herein.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. Contract Documents

1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

- .1 This Agreement;
- .2 All Addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Bid;
- .3 Special Conditions;
- .4 General Conditions;
- .5 CONTRACTOR's Itemized Proposal and Declarations;
- .6 Technical Specifications;
- .7 Plans;
- .8 City Standards and Specifications;
- .9 INDOT Standard Drawings;
- .10 INDOT Supplemental Specifications Section 200 Series through Section 900 Series;
- .11 INDOT Standard Specifications Sections 200 Series through Sections 900 Series;
- .12 Additional Requirements Section of the Bid Documents (change order forms, Indiana Code 5-16-13, etc.);
- .13 Instructions to Bidders;
- .14 Advertisement or Notice to Bidders; and
- .15 Performance, Payment and Warranty Bonds.

1.2 In resolving conflicts, errors, discrepancies and disputes concerning the nature, character, scope or extent of Work to be performed or furnished by the CONTRACTOR, or other rights and obligations of the OWNER and CONTRACTOR, arising from or prescribed by one or more of the Contract Documents, the following rules shall govern:

- .1 A requirement occurring in one Contract Document is as binding as though occurring in all Contract Documents;
- .2 Calculated dimensions shall govern over scaled dimensions;

- .3. The Contract Documents shall be given precedence in the order listed in Paragraph 1.1 above; and
- .4. In documents of equal priority, if any such conflict, error, discrepancy or dispute cannot be resolved or reconciled by application of the rules stated in Subparagraphs 1.2.1 through 1.2.3, then the provision expressing the greater quantity, quality, or scope of work, or imposing the greater obligation upon the CONTRACTOR or affording the greater right or remedy to the OWNER shall govern, without regard to the party who drafted such provision.

## 2. Contract Price

- 2.1 The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to construct, complete, and make ready for use by the OWNER for the lump sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- 2.2 The above stated Contract Sum will be paid to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

## 3. Contract Time

- 3.1 It is hereby understood and mutually agreed, by and between the CONTRACTOR and OWNER, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are ESSENTIAL CONDITIONS of this Agreement.
- 3.2 The CONTRACTOR agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed and that the Work shall be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure **Substantial Completion on or before November 28, 2025, and Final Completion on or before December 31, 2025.**
- 3.3 The CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by CONTRACTOR hereunder.

[REST OF PAGE INTENTIONALLY LEFT BLANK]



4. Liquidated Damages

The CONTRACTOR and OWNER recognize and contemplate that unexcused failure by the CONTRACTOR to complete the Work within the Contract Time will cause the OWNER and the Public to suffer financial losses or inconvenience the full and exact extent and character of which cannot be measured as a basis for recovery by the OWNER of actual damages, and that liquidated damages as prescribed in the Contract Documents represent a fair, reasonable and appropriate estimate thereof. Accordingly, the CONTRACTOR agrees that such liquidated damages may be assessed and recovered by the OWNER, as against CONTRACTOR and its Surety, in the event of delayed completion and without the OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof. **Such liquidated damages shall be assessed and recovered at the rate of \$500.00 per day for delay in achieving Substantial Completion and at the rate of \$100.00 per day in achieving Final Completion of the Work.**

5. Effective Date

This Agreement shall be deemed effective as of the date and year first above written notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives as stated below.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

“CONTRACTOR” SIGNATURE:

IN TESTIMONY THEREOF, the CONTRACTOR has hereunder set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

“OWNER” SIGNATURES:

IN WITNESS WHEREOF, the OWNER does hereby accept the foregoing Agreement, and has herewith set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For and on behalf of the City of Greenfield by its Board of Public Works.

\_\_\_\_\_  
Guy Titus, Mayor

\_\_\_\_\_  
Brent Robertson, Member

\_\_\_\_\_  
Larry J. Breese, Member

\_\_\_\_\_  
Katherine N. Locke, Member

\_\_\_\_\_  
Glenna Shelby, Member

ATTEST:

\_\_\_\_\_  
Lori Elmore, Clerk Treasurer

Date: \_\_\_\_\_

## ADDITIONAL REQUIREMENTS

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City of Greenfield Sample Change Order Forms	AR-2
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Following are specimen forms proposed to be used for the issuance of change orders, field orders, and work directive changes. Procedure for the development, submittal and processing of these forms will be discussed during the preconstruction conference.

CITY OF GREENFIELD

OWNER: CITY OF GREENFIELD

FIELD ORDER NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

---

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this Work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

---

Description:

Attachments:

---

PROJECT MANAGER:

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF GREENFIELD

TO:

WORK DIRECTIVE CHANGE NO. \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

Specification Reference: \_\_\_\_\_

Drawing Reference: \_\_\_\_\_

DESCRIPTION OF WORK COVERED BY THIS DIRECTIVE CHANGE:

REASON FOR THIS ORDER:

AUTHORIZATION:

THIS WORK DIRECTIVE CHANGE AUTHORIZES THE WORK TO BE COMPLETED AS OUTLINED. A Contract Change Order in the amount of \$\_\_\_\_\_ will be issued to you in the near future to cover this Work Directive Change.

PROJECT COMPLETION DATE: ADD/DEDUCT/UNCHANGED \_\_\_\_\_ DAYS.

By: \_\_\_\_\_  
Project Manager

By: \_\_\_\_\_  
City Engineer

CITY OF GREENFIELD

TO: REQUEST FOR PROPOSAL NO.: \_\_\_\_\_  
DATE: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
PROJECT NO.: \_\_\_\_\_

Specification Reference: \_\_\_\_\_

Drawing Reference: \_\_\_\_\_ Drawing Date: \_\_\_\_\_

Identification of Attachments: \_\_\_\_\_

Please submit within fifteen calendar days of this request date a proposal showing increase, decrease or no change in contract price and/or contract time. Proposal shall be accompanied by four (4) copies of breakdown showing quantities, cost of material, equipment, labor, overhead, profit and basis for the additional time if any.

DESCRIPTION OF PROPOSED CHANGE COVERED BY THIS REQUEST:

REASON FOR CHANGE:

SPECIAL INSTRUCTIONS:

THIS REQUEST DOES NOT AUTHORIZE YOU TO PROCEED WITH THE ABOVE WORK NOR STOP PREVIOUSLY SCHEDULED WORK. Upon approval a Contract Change Order and a Notice to Proceed will be issued.

Please state in your proposal the effect the acceptance of this REQUEST will have on the project completion, if accepted within \_\_\_ days of proposal due date.

YOUR PROPOSAL DUE DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Project Manager Date

CITY OF GREENFIELD

TO: CONTRACT CHANGE REQUEST NO.: \_\_\_\_\_  
DATE: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_

FROM: \_\_\_\_\_

IT IS REQUESTED THAT A CONTRACT CHANGE BE MADE TO THE ABOVE REFERENCED CONTRACT.

1. SCOPE OF WORK (USE ADDITIONAL PAGES IF REQUIRED. ALSO LIST OTHER CONTRACTS INVOLVED.)

\_\_\_\_\_  
\_\_\_\_\_

2. REASON FOR CHANGE:

\_\_\_\_\_  
\_\_\_\_\_

3. APPROXIMATE COST CHANGE TO CONTRACT PRICE: \_\_\_\_\_

4. WILL THE CONTRACT NEED ADDITIONAL CONTRACT TIME TO COMPLETE THE CHANGE IN WORK SCOPE? \_\_\_\_ -YES \_\_\_\_ -NO \_\_\_\_ -(CALENDAR DAYS)

5. WILL THE CONTRACTOR NEED ADDITIONAL PERSONNEL TO COMPLETE THE CHANGE IN WORK SCOPE? \_\_\_\_ -YES \_\_\_\_ -NO

IF NO, TRADE(S): \_\_\_\_\_

NO. OF PERSONNEL: \_\_\_\_\_

DURATION: \_\_\_\_\_

6. IDENTIFICATION OF ATTACHMENTS:

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_ REVIEWED BY: \_\_\_\_\_  
Project Manager

Comments and Recommendation:

\_\_\_\_\_

CITY OF GREENFIELD

TO: CONTRACT CHANGE ORDER NO.: \_\_\_\_\_  
DATE: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
ORIGINAL CITY P.O. NO.: \_\_\_\_\_

I. You are directed to make the following changes in this contract:

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT</u> <u>(+) OR (-) DAYS</u>
-------------	---------------	---

II. The following referenced documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order:

R.F.P.: \_\_\_\_\_ W.D.C.: \_\_\_\_\_

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Sum prior to this Change Order \$ \_\_\_\_\_

Contract Sum will be increased/decreased by this Change Order \$ \_\_\_\_\_

New Contract Sum including this Change Order \$ \_\_\_\_\_

Contract Time Prior to this Change Order \_\_\_\_\_ Substantial Completion Date

\_\_\_\_\_ Final Completion Date

Net increased/decreased resulting from this Change Order \_\_\_\_ Days

Current Contract Time including this Change Order \_\_\_\_\_ Substantial Completion Date

\_\_\_\_\_ Final Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extension incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended:

The Above Changes Are Accepted:

Approved:

\_\_\_\_\_  
Engineer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## INDIANA CODE (IC) ADDITIONAL REQUIREMENTS

### I. IC 5-16-13

1. The definitions in IC 5-16-3 are incorporated by reference into this Section.
2. In accordance with IC 5-16-13-9, the Bidder, as a “Tier 1 contractor” (as defined in IC 5-16-3-4), if awarded a contract for the Work contemplated by this Bid must contribute:
  - (a) Work performed by the tier 1 contractor’s employees;
  - (b) Materials supplied directly by the tier 1 contractor;
  - (c) Services supplied directly by the tier 1 contractor’s employees; or
  - (d) Any combination of subdivisions (a) through (d);at least fifteen percent (15%) of the tier 1 contractor’s total contract price as determined at the time the contract is awarded.

**NOTE:** In accordance with Subsection 6.8.1 of the City of Greenfield Standard General Conditions for Construction Contracts (August 2018), the successful Bidder is required to perform with its own organization Work amounting to **not less than thirty percent (30%)** of the original or revised contract amount, whichever is less.

3. In accordance with IC 5-16-13-10, if awarded a contract for the Work contemplated by this Bid, the Bidder, as a “Tier 1 contractor”, and each “Tier 2 contractor” and “Tier 3 contractor” (as defined in IC 5-16-3-4 (i.e., subcontractors and sub-subcontractors)) employed to perform Work on the Project must maintain general liability insurance in at least the following amounts:
  - (a) For the each occurrence limit, one million dollars (\$1,000,000).
  - (b) For the general aggregate limit, two million dollars (\$2,000,000).

**NOTE:** The successful Bidder, its subcontractors and sub-subcontractors, are required to maintain all insurance coverage as provided for in Article 5 of the City of Greenfield Standard General Conditions for Construction Contracts (August 2018).

4. In accordance with IC 5-16-13-11, if awarded a contract for the Work contemplated by this Bid, the Bidder as a “Tier 1 contractor” and each “Tier 2 contractor” and “Tier 3 contractor” employed to perform Work on the Project:
  - (a) Shall submit, before Work begins, the E-Verify case verification 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 non-confirmation may not be employed on the Project.
  - (b) May not pay cash to any individual employed by the contractor for Work done by the individual on the Project.
  - (c) 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.
  - (d) Must be in compliance with IC 22-3-5-1 and IC 22-3-7-34.
  - (e) Must be in compliance with IC 22-4-1 through IC 22-4-39.5.
  - (f) Must be in compliance with IC 4-13-18-1 through IC 4-13-18-7.
  - (g) Must comply with IC 5-16-13-12, if applicable.

5. In accordance with IC 5-16-13-12, if awarded a contract for the Work contemplated by this Bid, the Bidder as a “Tier 1 contractor” and each “Tier 2 contractor” employed to perform Work on the Project, if they employ fifty (50) or more journeymen:

- (a) Must provide access to a training program applicable to the tasks to be performed in the normal course of the employee's employment with the contractor.
  - (b) Shall participate in an apprenticeship training program that meets the standards established by the United States Department of Labor, Bureau of Apprenticeship and Training.
  - (c) May comply with this section through any of the following:
    - (1) An apprenticeship program.
    - (2) A program offered by Ivy Tech Community College of Indiana.
    - (3) A program offered by Vincennes University.
    - (4) A program established by or for the contractor.
    - (5) A program offered by an entity sponsored by the United States Department of Labor, Bureau of Apprenticeship and Training.
    - (6) A program that results in the award of an industry recognized portable certification.
6. In accordance with IC 5-16-13-13, if awarded a contract for the Work contemplated by this Bid, the payroll and related records of the Bidder as a "Tier 1 contractor" and each "Tier 2 contractor" and "Tier 3 contractor" employed to perform Work on the Project, must be:
- (a) Preserved by the contractor for a period of three (3) years after completion of the Project Work; and
  - (b) Open to inspection by the Indiana Department of Workforce Development (DWD).

In accordance with IC 5-16-13-14, if the City of Greenfield suspects a misclassification of one (1) or more workers by a contractor in any contractor tier working on the Project may request in writing that DWD investigate the suspected worker misclassification, and in so doing shall provide to DWD any information or records that the City has concerning the misclassification. DWD may investigate such a request, and if it finds information or records that support a finding that worker misclassification has occurred, DWD may refer the matter to the appropriate agency or official for further action.

7. In accordance with IC 5-16-13-15, if the City of Greenfield reasonably suspects the Bidder awarded a contract for the Work contemplated by this Bid or any "Tier 2 contractor" and "Tier 3 contractor" employed to perform Work on the Project has violated a provision of IC 5-16-13, the City is required to do one (1) of the following:
- (a) If the suspected violation concerns or is related to any of the following provisions, the City shall refer the matter to the appropriate agency as follows:
    - (1) For a suspected violation of IC 5-16-13-11(1) (E-Verify), the Indiana Department of Labor.
    - (2) For a suspected violation of IC 5-16-13-11(3) (the federal FLSA or state minimum wage law), the Indiana Department of Labor.
    - (3) For a suspected violation of IC 5-16-13-11(4) (worker's compensation or occupational diseases), the Worker's Compensation Board of Indiana.
    - (4) For a suspected violation of IC 5-16-13-11(5) (unemployment insurance), the Department of Workforce Development.
  - (b) If the suspected violation concerns a provision of IC 5-16-13 other than a provision listed in subdivision (a), the City shall require the contractor to remedy the violation not later than thirty (30) days after the City notifies the contractor of the violation in accordance with IC 5-16-13-15(b)(2). During the thirty (30) day period, the contractor may continue to work on the Project; however, if the contractor fails to remedy the violation within the thirty (30) day period, the City shall find the contractor not responsible and shall determine the length of time the contractor is considered not responsible by the City based on the severity of the violation. The period during which a contractor is considered not responsible:
    - (1) May not exceed forty-eight (48) months; and

(2) Begins on the date of substantial completion of the Project.

A finding by the City that a contractor is not responsible under this section may not be used by another public agency in making a determination as to whether the contractor is responsible for purposes of that public agency's award of a public works contract to that contractor.

II. IC 4-13-18 (A response to "Part 11—Drug Testing" of the "Bidder's Itemized Proposal and Declarations" fulfills this requirement)

1. IC 4-13-18 applies if the Bid is one hundred fifty thousand dollars (\$150,000) or more.
2. The definitions in IC 4-13-18 are incorporated by reference into this Section.
3. In accordance with IC 4-13-18-5, the Bidder must submit with the Bid a written plan for a program to test the Bidder's employees for drugs. A contractor that is subject to a collective bargaining agreement that establishes an employee drug testing program shall only submit a copy of the relevant part of the collective bargaining agreement establishing the program. Failure to submit a written plan for an employee drug testing program, or relevant parts of a collective bargaining agreement establishing an employee drug testing program shall result in the Bid being rejected as non-responsive.
4. The Bidder's employee drug testing program must satisfy all of the following requirements:
  - (a) In accordance with IC 4-13-18-4, if the Bidder's employee drug testing program is established by a collective bargaining agreement it shall include the following:
    - (1) Provides for the random testing of the contractor's employees.
    - (2) Contains a five (5) drug panel that tests for the following substances:
      - (A) amphetamines;
      - (B) cocaine;
      - (C) opiates (2000 ng/ml);
      - (D) PCP;
      - (E) THC
    - (3) Imposes disciplinary measures on an employee who fails a drug test which includes at a minimum all of the following:
      - (A) the employee is subject to suspension or immediate termination;
      - (B) the employee is not eligible for reinstatement until the employee tests negative on a five (5) panel test certified by a medical review officer;
      - (C) the employee is subject to unscheduled sporadic testing for at least one (1) year after reinstatement; and
      - (D) the employee successfully completes a rehabilitation program recommended by a substance abuse professional if the employee fails more than one (1) drug test.
  - (b) In accordance with IC 4-13-18-5, if the Bidder has its own employee drug testing program (which is not included as part of a collective bargaining unit), the Bidder's program shall include the following:
    - (1) Subject each of the contractor's employees to a drug test at least one (1) time each year.
    - (2) Provide for random employee testing, with at least two percent (2%) of the contractor's employees randomly selected each month for testing.
    - (3) Contain at least a five (5) drug panel that tests for:
      - (A) amphetamines;
      - (B) cocaine;
      - (C) opiates (2000 ng/ml);
      - (D) PCP;
      - (E) THC.

- (4) Impose progressive discipline on an employee who fails a drug test with at least the following progression:
- (A) after the first positive test, an employee must be:
    - (i) suspended from work for 30 days;
    - (ii) directed to a program of treatment or rehabilitation; and
    - (iii) subject to unannounced drug testing for one (1) year from the day the employee returns to work.
  - (B) after a second positive test, an employee must be:
    - (i) suspended from work for 90 days;
    - (ii) directed to a program of treatment or rehabilitation; and
    - (iii) subject to unannounced drug testing for one (1) year from the day the employee returns to work.
  - (C) after a third or subsequent positive test, an employee must be:
    - (i) suspended from work for one (1) year;
    - (ii) directed to a program of treatment or rehabilitation; and
    - (iii) subject to unannounced drug testing for one (1) year from the day the employee returns to work.

The program may require dismissal of the employee after any positive drug test or other discipline more severe than described above. An employer complies with the requirement to direct an employee to a program of treatment or rehabilitation if the employer either advised the employee of any such program covered by employer-provided insurance, or, if the employer's insurance does not provide insurance coverage, the employer advises the employee of agencies that provide such programs.

5. In accordance with IC 4-13-18-7, if awarded a contract for the Project, the Bidder must implement the employee drug testing program as described in the plan or collective bargaining agreement. The City of Greenfield shall cancel the contract with the successful Bidder if it:
- (a) Fails to implement its employee drug testing program during the term of the contract;
  - (b) Fails to provide information regarding implementation of the employee drug testing program at the request of the City; or
  - (c) Provides the City with false information regarding the contractor's employee drug testing program.

### III. IC 8-23-10 or IC 4-13.6-4

1. The requirements of this Section III are effective for Bids awarded by the City of Greenfield **after December 31, 2016**.
2. The definitions in IC 5-16-3 are incorporated by reference into this Section.
3. In accordance with IC 8-23-10-0.5, if the total amount of the contract awarded under this Bid is **three hundred thousand dollars (\$300,000) or more** and the Project is for the construction, improvement, alteration, repair, or maintenance of a road (as defined by IC 8-23-1-23), highway, street, or alley, then the Bidder, as a "Tier 1 contractor" (as defined in IC 5-16-3-4), and each "Tier 2 contractor" and "Tier 3 contractor" (as defined in IC 5-16-3-4 (i.e., subcontractors and sub-subcontractors)) employed to perform Work on the Project must be qualified by the Indiana Department of Transportation under IC 8-23-10 before performing any Work on the Project.
4. In accordance with IC 4-13.6-4-2.5, if the total amount of the contract awarded under this Bid is **three hundred thousand dollars (\$300,000) or more** and the Project is for any work other than for the construction, improvement, alteration, repair, or maintenance of a road (as defined by IC

8-23-1-23), highway, street, or alley, then the Bidder, as a “Tier 1 contractor” (as defined in IC 5-16-3-4), and each “Tier 2 contractor” and “Tier 3 contractor” (as defined in IC 5-16-3-4 (i.e., subcontractors and sub-subcontractors)) employed to perform Work on the Project must be qualified under IC 4-13.6-4 by the Indiana Certification Board established by IC 4-13.6-3-3 before performing any Work on the Project.