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NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS, BID FORM, FORM 96, COMPREHENSIVE COMPLIANCE, CONTRACT, STANDARD GENERAL CONDITIONS, AND CONSTRUCTION DRAWINGS AND SPECIFICATIONS

FOR

Hamilton Community Center & Ice Arena Chiller Plant & Women's Locker Room Shell Addition

Bid Date: December 23, 2024 @ 10:00 am @ City Hall

Park and Recreation Department
City of Columbus
2252 25th Street
PO Box 858
Columbus, Indiana
47202

**COLUMBUS PARKS AND
RECREATION DEPARTMENT
CITY OF COLUMBUS, INDIANA**

**Hamilton Community Center & Ice Arena Chiller Plant & Women's Locker Room
Shell Addition**

TABLE OF CONTENTS

NOTICE TO BIDDERS	EXHIBIT A
INSTRUCTION TO BIDDERS	EXHIBIT B
BID FORM	EXHIBIT C
PUBLIC WORK- FORM 96	EXHIBIT D
COMPREHENSIVE COMPLIANCE FORM (CCF)	EXHIBIT E
AGREEMENT FORM -- CONTRACT	EXHIBIT F
STANDARD GENERAL CONDITIONS	EXHIBIT G
CONTRACTOR'S ADDRESS FORM	EXHIBIT H
CONSTRUCTION DRAWINGS AND SPECIFICATIONS	EXHIBIT I

EXHIBIT A

Notice to Bidders

Notice is hereby given that the City of Columbus, Indiana, acting by and through its Board of Public Works will receive sealed bids at the City Controller's office located at 123 Washington Street, Columbus IN 47201 of said City until 10:00 A.M., E.S.T. on December 23, 2024 for the construction of the Hamilton Community Center & Ice Arena Chiller Plant & Women's Locker Room Shell Addition as set forth in detail in the drawings and specifications prepared and certified by **atelierRISTING LLC** available in electronic format at <https://columbusparksandrec.com/about/info-documents/> or can be picked up from the Parks and Recreation Department at NexusPark located at 2252 25th Street Columbus, IN 47201 just inside entrance 2. **No late bids will be accepted.**

The project, for which sealed bids will be received, consists of but is not necessarily limited to the following:

Construction of the Hamilton Community Center & Ice Arena Chiller Plant & Women's Locker Room Shell Addition

A voluntary pre-bid walk through is scheduled for **1:30 pm, December 5, 2024**, at the Hamilton Community Center & Ice Arena located at 2501 Lincoln Park Drive Columbus, IN 47201. All prime contractors, subcontractors, small minority or women owned enterprises, and other interested parties are invited to attend.

This is further notice that bids received at the Controller's office of the City of Columbus, IN before 10:00 A.M. on such date shall be opened and read aloud publicly during a public meeting at the Board of Public Works meeting on **December 23, 2024 at 10:00 A.M., E.S.T.**

- **Recommendation to Columbus City Board of Works 10:00 A.M., Monday, Dec. 30, 2024.**

All bids shall be properly and completely executed on the proposal forms provided with the plans and specifications including the non-collusion affidavit and Form 96- Contractor's Bid for Public Works, as required by the State Board of Accounts. Form 96 is available on the State of Indiana Government website at www.in.gov, and entering "Form 96" in the search engine.

A bid bond or certified check in an amount of ten percent (10%) of the amount bid, and made payable to the City of Columbus, Indiana, must be submitted with each bid as guaranty that the terms of the bid will be carried out. All bonds must be secured from a bonding company as listed in the current edition of the U.S. Treasury Department, Circular #570, and authorized to transact business in the State of Indiana. The Parks and Recreation Board reserve the right to reject any and all bids.

All contractors, subcontractors, and bidders for contracts with the City of Columbus shall be required to submit a written Comprehensive Compliance Form (CCF) regarding requirements as to Affirmative Action, Disqualification of contracts dealing with the

government of Iran, a Drug Free Workplace, OSHA and IOSHA Regulation, and Employment Eligibility Verification. A CCF encompassing all of the provisions stated above will be supplied by the City and be required to be submitted with any bid. If awarded the contract, said provisions in the CCF will be incorporated into the final contract. Failure to submit this declaration will constitute a material defect in the bid, and a breach of this covenant may be considered a material breach of the contract.

No bidder may withdraw any bid or proposal within a period of thirty (30) days following the date set for receiving bids or proposals. The Parks and Recreation Board reserves the right to waive informalities and reserves the right to reject and/or cancel any and all bids, solicitations and/or offers in whole or in part as specified in the solicitations when it is not in the best interests of the governmental body as determined by the purchasing agency in accordance with I.C. 5-22-18-2.

Acceptance or Non-Acceptance of Tenders

Contractors are advised that the City of Columbus, Indiana reserves the right to accept any tender or reject all. Tenders shall be irrevocable and remain open for acceptance by the City of Columbus Board of Public Works for a period of ninety (90) days from the tender closing date. **The lowest (bid) or any tender shall not necessarily be accepted**

The City of Columbus, Indiana may refuse to consider a tender should any of the following conditions exist:

- * A tender is not submitted as required (e.g. tender submitted after the due time and date, required information not provided, etc.)
- * All addenda are not acknowledged in the Submission.
- * Any other defect which, in the opinion of the City of Columbus, Indiana brings the validity of the tender into question

In order to obtain the most advantageous offer for the City of Columbus, Indiana, it reserves the right in its sole discretion:

- * To waive irregularities and/or minor non-compliance by any Contractor with the requirements of this Tender,
- * To request clarification and/or further information from one or more Contractor after closing without obligation to offer the same opportunity to all Contractors,
- * To enter into negotiations with one or more Contractors without obligation to negotiate with, or, offer the same opportunity to, all Contractors, * If negotiations with a Successful Contractor do not result in a Contract Agreement, to enter into negotiations with any other Contractor regardless of such Contractor's evaluation score, or to discontinue negotiations and terminate this Tender, at its option.

Contractors are advised however to submit a complete offer as their tender. Any waiver, clarification or negotiation will not be considered as an opportunity for Contractors to correct errors in their tender.

It is understood and accepted by the Contractor that all decisions on whether a tender satisfies the Mandatory Requirements and meets, or to what degree it meets, the stated evaluation criteria are the judgment of the City of Columbus, Indiana in its sole discretion.

The City of Columbus, Indiana is not obligated to award any contract as a result of the Tender and reserves the right in its sole discretion to cancel this Tender process at any time before or after closing without providing reasons for such cancellation.

The City of Columbus, Indiana reserves the right to negotiate provisions in addition to those stipulated in this Tender or proposed by the Successful Contractor.

A one hundred percent (100%) performance and payment bond will also be required of the successful bidder. It is intended that actual construction of all work divisions shall be started as soon as practicable, and each bidder shall be prepared to enter promptly into a construction contract, furnish a performance bond, furnish a certificate of insurance, and begin work without delay in the event the award is made to them.

Bidders shall disclose any outstanding liens, claims, or legal proceedings.

The successful bidder shall provide proof of insurance meeting minimum requirements of general liability insurance with limits in an amount not less than \$1,000,000 each occurrence and \$5,000,000 in the aggregate.

For special accommodations needed by physically challenged individuals planning to attend the bid opening please call 812-376-2680 or TDD 711 at least forty-eight (48) hours prior to the meeting.

Contents of bid package must be clearly marked on the outside of a sealed envelope with three (3) copies of the bid enclosed.

Publish: The Republic- November 30, 2024 and December 7, 2024.

City of Columbus, Indiana

EXHIBIT B

INSTRUCTIONS TO BIDDERS

Hamilton Community Center & Ice Arena Chiller Plant & Women's Locker Room Shell Addition

ARTICLE 1 BID PROPOSAL

The Bid Proposal shall consist of the completed Bid Form, a bid bond or certified check, a power of attorney for the agent signing the bid bond, a Contractor's Bid for Public Work - Form 96, non-collusion affidavit and Comprehensive Compliance signed form. Three copies of the proposal must be contained in a sealed envelope which shall be properly marked on the outside to show the name of the bidder, name of the work being bid upon, and the time when said bids are scheduled to be opened.

ARTICLE 2 NON-COLLUSION AFFIDAVIT

The affidavit on non-collusion must be made by the person, member of the firm, or authorized officer of the corporation making the proposal. If made by a member of a firm or officer of a corporation, the affidavit must be made on behalf of said firm or corporation.

ARTICLE 3 SIGNATURES

Each proposal must be signed in ink by the person, member of firm, president, or vice president, and the secretary of the corporation, making the proposal. The title, position, or character of the person signing said proposal must be shown under said person's name.

ARTICLE 4 FILING

All proposals on file at the time scheduled for opening will be publicly opened and read.

ARTICLE 5 WITHDRAWAL OF PROPOSAL

No proposal may be withdrawn, altered, or qualified after the scheduled time for opening. All proposals shall remain in effect for thirty (30) days unless set out otherwise in the advertised Notice to Bidders.

ARTICLE 6 RIGHT TO REJECT BIDS

The City expressly reserves the right to reject any and all bids and to judge the character and sufficiency of any samples of materials submitted or materials bid upon.

ARTICLE 7 AWARD

The City will, without unnecessary delay and at the earliest possible time, make the award to the lowest responsive and responsible bidder. The award will be based on the base bid price and any applicable alternate bid options.

ARTICLE 8 FORMS

All required forms are to be completed by each bidder. Contents of bid package must be clearly marked on outside of sealed envelope and contain 3 copies of your bid proposal.

ARTICLE 9 PRICES

Prices must always be stated in figures and shall be stated in words also where requested. All prices must be so distinctly expressed that there can be no doubt as to the meaning thereof. Illegible figures shall be just cause for rejection of any proposal.

ARTICLE 10 BID BOND - CERTIFIED CHECK

Each bidder shall include as part of the proposal a certified check, a cashier's check, or a satisfactory bid bond in an amount of not less than 10 percent (10%) of the bid amount. Each check shall be certified by a reputable bank doing business in the State of Indiana. Certified checks will be returned to bidders whose proposals are rejected within 30 days after the bid date. The check or bond submitted by the successful bidder shall be retained by the City until said bidder has entered into contract and posted satisfactory performance bond. If the successful bidder does refuse or neglect to enter into a contract with the City within seven (7) days from the time of notification of the acceptance of the bid, said check or bond shall be forfeited to the City and liquidated damages as ascertained for failure to do so.

ARTICLE 11 UNIT PRICES

Bidders must provide unit prices as called for on Bid Form.

ARTICLE 12 ESTIMATED QUANTITIES

Any estimated quantities shown on the plans and specifications represent quantities required to complete the work shown on said plans, or required by the specifications, or both, and are intended to be true and correct but are not guaranteed. If there is a difference between the quantities shown on the plans and the quantities actually required to complete the work as shown on the plans or required by the specifications, or both, the plans and specifications shall govern. If the plans are changed by the direction of the Owner, the contract may be altered by change order to cover the necessary additions or deductions completed at a unit or negotiated price. Insertion of new items in the bid form by the bidder may result in the bid being declared a counter proposal and may result in it being rejected.

ARTICLE 13 PERFORMANCE BOND/INSURANCE

At the time of signing the contract, the successful bidder will be required to furnish 125% Performance and Payment Bond and a certificate of insurance as provided by the Notice to Bidders.

ARTICLE 14 QUALIFICATIONS

Persons, firms, or corporations submitting proposals shall be prepared to demonstrate to the satisfaction of the Owner that they have the proper facilities, expert workers, necessary capital, and experience to execute the contract in a proper manner.

ARTICLE 15 CHOICE OF MATERIALS AND EQUIPMENT

In cases where the specifications permit the choice of one material from a group of two or more satisfactory materials, the Owner reserves the right to designate the material that shall be used, unless the Bidder makes a designation of the material being bid upon, when they submit their proposal. The same condition applies to equipment.

ARTICLE 16 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITES

Plans and Specifications are on file in the office of the Columbus Park and Recreation Department and Bidders are expected to examine them before submitting their proposals. Bidders must satisfy themselves by personal examination of the location of the proposed work, and by such other means as they may choose, as to the accuracy of the estimates of the work to be done, and shall not at any time after the opening of the bids dispute or complain of the statement or estimate of the Plans, nor assert that there was any misunderstanding as to the nature or amount of the work to be done. The estimate is believed to be correct, but the City will not be responsible for any errors in the estimate or for any omissions in the plans.

ARTICLE 17 PAYMENT

The cost of improvements herein provided for may be paid for by special assessment, by tax funds, or by donated monies or any combination thereof as set out elsewhere in these proceedings.

END OF SECTION

EXHIBIT C
BID FORM
for

Hamilton Community Center & Ice Arena Chiller
Plant & Women's Locker Room Shell Addition
Lincoln Park Drive
Columbus, Indiana 47201

TO: Columbus Parks & Recreation Department
City of Columbus
2252 25th Street
Columbus, Indiana 47201

FROM:

Bidder's Name _____

Address _____

City and State _____

Phone Number _____ Date _____

FAX Number _____ FEIN _____

FOR: **Unified Bid** to include Civil, General, Mechanical, and Electrical Construction Work

Bidders:

LUMP SUM BASE BID

The undersigned Bidder, with a complete understanding of existing conditions at the Project Site and a complete understanding of the Bidding Documents, including any Addenda acknowledged hereinafter, for Construction of the Hamilton Community Center & Ice Arena Chiller Plant & Women's Locker Room Shell Addition as prepared by Steven Risting, AIA LEED AP Design Principal, hereby proposes to complete the project, in full and complete accordance with the requirements of the Bidding documents, for the LUMP SUM BASE BID PRICE of:

_____ Dollars \$ _____
(written amount) (numerals)

TAX EXEMPTIONS

The undersigned Bidder has informed themselves and all their prospective sub-contractors and suppliers of the tax exempt status of the Owner, as set forth in the Special conditions, and therefore, has not included these taxes in their Lump Sum Base Bid price.

SUBSTITUTIONS

The undersigned Bidder has based their bid upon the materials, products, articles, equipment, brands, manufacturers and processes described in the Bidding Documents or upon approved equivalents. Proof of equivalency of substitutions is the responsibility of the Bidder, but the Owner shall be the sole judge of equivalency. Proposed equivalent substitutions shall be equal in all respects to the requirements of the Bidding Documents, including but not limited to the design, quality, physical size, performance characteristics, strength, previous history of use, and to the method of installation, attachment, or connection to related or adjoining work. Determination of equivalency of proposed substitutions shall be by the Owner, before the bid opening date, as described in paragraph entitled "Substitutions" in the Instructions to Bidders.

UNIT PRICES

COMPLETION DATE

The Undersigned Bidder agrees to coordinate and expedite their work with all contractors and that this Work will be completed within _____ **Calendar Days**.

ADDENDA

The following Addenda have been received by the undersigned Bidder; and all costs resulting from these Addenda have been included in the preparation of this Bid Form:

Addendum No.---	Dated_____
Addendum No.---	Dated_____
Addendum No.---	Dated_____
Addendum No.---	Dated_____
Addendum No.---	Dated_____

SIGNATURES

1. **When a Bidder is an Individual:**

Witness

Bidder

Date: _____

Address: _____

2. **When a Bidder is a Partnership:**

Name of Partnership

Date: _____

Address: _____

Partner

Partner

3. **When Bidder is a Corporation:**

Name of Corporation

Date: _____

Address: _____

By: _____

President

Attest: _____

Secretary

CORPORATE SEAL

END

EXHIBIT D



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

PART I

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

Date (month, day, year): _____

- 1. Governmental Unit (Owner): _____
- 2. County : _____
- 3. Bidder (Firm): _____
Address: _____
City/State/ZIPcode: _____
- 4. Telephone Number: _____
- 5. Agent of Bidder (if applicable): _____

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

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(if applicable)

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

ACCEPTANCE

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

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

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

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

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

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

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

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

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

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

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

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

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____, _____

Action taken _____

EXHIBIT E

COMPREHENSIVE COMPLIANCE FORM (CCF) Hamilton Community Center & Ice Arena Chiller Plant & Women's Locker Room Shell Addition

AFFIRMATIVE ACTION

Contractor, subcontractor, and bidder declare that they will not discriminate against any employee or applicant for employment in the performance of this contract with respect to hire, tenure, terms, conditions or privileges of employment, or any matter indirectly related to employment because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity, age, or status as veteran. Contractor, subcontractor and bidder shall comply with this declaration and understand that breach of this covenant may be considered a material breach of contract.

DISQUALIFICATION OF CONTRACTS DEALING WITH THE GOVERNMENT OF IRAN:

The undersigned does hereby certify that the person and/or business entity contracting herein has never and currently does not contract with the government of Iran for such business and services as defined in I.C. 5-22-16-.5-1 et seq. Furthermore, the undersigned will take the necessary steps to maintain compliance with this statutory provision throughout the term of this agreement. Failure to comply with this statutory section may result in termination of agreement.

DRUG FREE WORKPLACE

Any and all contractors performing work for the City of Columbus shall maintain a drug free workplace pursuant to applicable federal and state law regulations. By contracting with the City of Columbus, each contractor hereby certified and agrees that it will provide a drug free workplace and take all appropriate steps to insure that all applicable federal and state regulations concerning the implementation of such a drug free workplace has occurred.

OSHA AND IOSHA REGULATIONS

It is the policy of the City of Columbus to be in compliance with all federal and state occupational safety and health regulations and/or standards. It is a requirement for any person, company, or corporation doing business with the City of Columbus to be in compliance with the appropriate OSHA and IOSHA regulations and/or standards. Any person, company, or corporation not in compliance shall hold the City of Columbus harmless from any and all injuries, illness, and death arising out of non-compliance with the OSHA and IOSHA regulations and/or standards and such non-compliance shall be considered in material breach of any contractual agreement with the City of Columbus. Contractor, subcontractor and bidder shall comply with OSHA and IOSHA regulations and understand that breach of this covenant may be considered a material breach of contract.

EMPLOYMENT ELIGIBILITY VERIFICATION PURSUANT TO I.C. 22-5-1.7 et seq:

The undersigned hereby affirms under penalties of perjury that they do not knowingly employ or contract with an unauthorized alien. Furthermore, the Contractor shall enroll in and verify (or has enrolled in and verified) the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. The Contractor shall require its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. The City may terminate this Agreement for breach of contract/default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified of such a breach.

The undersigned hereby acknowledges, certifies and affirms the above provisions, and agrees that if awarded a contract by the City of Columbus for the above-named project, said provisions will be attached to and incorporated into the final contract.

Company Name: _____

Company Address: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____)

) SS:

COUNTY OF _____)

Subscribed and sworn to before me, a Notary Public in and for said county and state, this _____ day
_____ of, 20.

_____, Notary Public

My Commission Expires: _____

Resident of _____ County

EXHIBIT F

CONTRACT

This Contract made the _____ day in _____, 2024, by and between, _____, hereinafter referred to as the Contractor, and the City of Columbus, Parks and Recreation Department, 2252 25th Street, Columbus, Indiana 47201, hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner for the consideration herein agree as follows:

ARTICLE I - SCOPE OF WORK- The Contractor shall perform and guarantee everything required to be performed or guaranteed and shall provide and furnish all labor, materials, except as otherwise specifically provided, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in workmanlike manner the construction of:

Hamilton Community Center & Ice Arena Chiller Plant & Women's Locker Room Shell Addition

In Lincoln Park, City of Columbus, Indiana, all in accordance with the plans and specifications, which plans and specifications are made a part of this Contract; and the contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II - THE CONTRACT PRICE - The Owner shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, the sum of **\$XXX**

ARTICLE III - PAYMENTS- Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract; and are conditioned upon the Contractor furnishing the Owner with satisfactory evidence that all payrolls, material bills, subcontracted services and other costs incurred by the first part in connection with the construction of the work have been paid in full.

ARTICLE IV- ROYALTIES AND PATENTS- The Contractor agrees to pay for all royalties and patents, including those applying to processes, and further agrees to defend all suits or claims for infringement on any patent rights, and to save the Owner and his agents harmless for the loss or expense on account thereof.

ARTICLE V - COMPONENT PARTS OF THIS CONTRACT - This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Notice to Bidders
2. Instructions to Bidders
3. Bid Form
4. Contractor's Bid for Public Work – Form 96
5. Comprehensive Compliance Form (CCF)
6. Contract
7. Standard General Conditions
8. Contractor's Address Form
9. Plans, Specifications, including all Addenda
10. Contract Unit Price and Negotiated Change Orders

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE VI - GUARANTEE - The Contractor hereby agrees to protect Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one year subsequent to the date of a final acceptance by the City of Columbus, Indiana, and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts the day and year first above written.

CONTRACTOR

OWNER

Board of Public Works, City of
Columbus, Indiana A
Municipal Corporation

BY _____

By _____

TITLE _____

Members of the Columbus Board of Public
Works, City of Columbus, Indiana

ATTEST:

Secretary for Corporation

SEAL

ATTEST:

SEAL

EXHIBIT G

STANDARD GENERAL CONDITIONS

PARKS AND RECREATION
DEPARTMENT
CITY OF COLUMBUS, INDIANA

ARTICLE 1 DEFINITION

Wherever the words, "THE BOARD", are used in these specifications, it shall be understood as referring to the Board of Public Works Of the City of Columbus, the representative in this contract of the City of Columbus. Wherever the word "OWNER" is used in these specifications, it shall be understood as referring to the Park Director or designee of the City of Columbus. Wherever the word "CITY" is used in these specifications, it shall be understood as referring to the Civil City of Columbus, Indiana. Wherever the word "CONTRACTOR" is used in these specifications, it shall be understood as referring to the person, firm, or corporation, who shall enter into an agreement to execute and perform the work, or any part thereof, as herein specified and contemplated, or any other legal representative of said person, firm or corporation.

Wherever the letters "A.S.T.M." are used in these specifications, it shall be understood as referring to the American Society for Testing Materials. Wherever the letters: "A.A.S.H.T.O." are used in these specifications, it shall be understood as referring to the American Association of State Highway Transportation Officials.

When reference is made to a certain Designation Number of a specification or test as set out or given by the American Society of Testing Materials, the American Association of State Highway Transportation Officials, or any other generally accepted authority, it shall be understood to mean the current, up-to- date, standard specification or interim specifications for that particular process, material, or test as currently published by that group.

ARTICLE 2 INTENTION OF PLANS, SPECIFICATIONS, AND CONTRACT

It is intended that all specifications, plans, drawings, profiles, and details, setting out, describing, detailing, and otherwise defining the size, shape, kind, quality, quantity, or performance of any materials, equipment, installation, or construction shall all be a part of the contract covering the project which said documents define; and all of said documents are intended to complement each other with each part making the whole more complete, consistent, and intelligible, in that order of importance.

ARTICLE 3 INTERPRETATION OF THE PLANS, SPECIFICATIONS, AND CONTRACT

The Plans and Specifications are technical documents, expressed in engineering terminology and symbols, and shall be interpreted by the most usual architectural or engineering meaning. Where uncertainty or doubt exists as to the correct interpretation, intent, or meaning of the plans and/or specifications, the Owner shall be requested to set out the proper meaning, intent, and/or interpretations; and his interpretation shall be final and binding in the administration of any contract of which any plans and/or specifications are a part. It being not practical to set out in absolute and complete detail each and every requirement for performing the work covered by the plans and specifications, in addition to those things specifically required, all things reasonably implied shall be as much a part of the work as if specifically set out. Anyone having doubt as to the meaning, intent, or requirements of the plans or specifications.

shall request from the Owner a written clarification. Any Bidder who submits a proposal on any work covered by plans and specifications shall familiarize themselves with the plans, specifications, the site where the work is to be done, and all other things related to the work; and their failure to do so shall not be reason to release them from any obligation they might assume as a result of submitting a proposal or of contracting for any work. All plans and specifications shall be interpreted wherever possible to complement each other. Where complementary interpretation is not possible, the Owner shall upon request of any party to the contract set out the interpretation which shall govern. Bidders may request interpretation from the Owner at any time. No interpretation shall change or prejudice the language of the original document unless it is issued in written form as an addendum in the case of the specifications or a change order in the case of a contract.

ARTICLE 4 DIMENSIONS, SCALES, ERROR, AND MISTAKES

The information shown on all drawings such as plans, sections, elevations, details, and schematics is intended to be correct. Written dimensions shall always take precedence over scaled dimensions. Dimensions of new construction shall take precedence over dimensions of existing conditions. Information furnished in the contract documents on existing conditions at the construction site are furnished to assist the bidders in becoming familiar with the site. Each bidder shall inform themselves of site conditions before submitting a proposal and shall not thereafter complain about their lack of information. Errors on the drawings which, when corrected by the Owner, change the size, length, or quantity of materials or equipment in the project shall be followed by a change order changing the contract amount as prescribed in ARTICLE 5 - CHANGES IN THE PLANS AND SPECIFICATIONS. Results of mathematical processes shall be secondary to the original data used in the process; and mistakes such as those incurred in transposition, addition, subtraction, multiplication and division shall be corrected whenever found without changing the contract. Each bidder shall assure themselves that every list, schedule, take-off, and the like is a correct representation and/or summary of the data given on the plans in the specifications.

ARTICLE 5 CHANGES IN PLANS AND SPECIFICATIONS

The Owner may change any detail, material, or method of construction which will not increase the cost nor decrease the quality or performance of the completed facility; and such change shall not be deemed a change in the contract. Changes in the Plans or Specifications or both may be ordered by the Owner.

The Owner may add to or reduce the quantity of work covered by the contract, change the materials, equipment, or methods of construction, or otherwise change the plans or specifications without vitiating contract so long as the contract price and completion date are adjusted as set out herein. In the administration of any contract of which plans or specifications are a part, the contract price shall be adjusted by one of the following methods:

- (a) By applying unit prices supplied on the contractor's proposal against the changes in the contract quantities.
- (b) By applying supplementary unit prices supplied on the contractor's proposal against the changes in the contract quantities.

- (c) Where no applicable unit prices are available in the contract, then by an acceptable proposal from the contractor.
- (d) As a last resort by paying all direct labor, material, and equipment cost plus ten (10) percent to cover superintending above foreman level, all overhead, and other distributive charges. Equipment cost shall be deemed to be that determined by applying the latest schedule of the Rental Equipment Dealers Association against the hours of equipment use.

Whenever the Owner does change the quantity of work, materials, or methods of construction, or equipment incorporated into the project, the Contractor shall at that time file a request for extension of time for completion if said change will cause a delay.

ARTICLE 6 MATERIALS

All materials shall equal or exceed the quality specified or reasonably implied by the plans and specifications. The Contractor shall be prepared at all times to furnish a notarized statement from manufacturers that the materials furnished meet the applicable specifications. The Contractor shall upon request furnish material samples for approval prior to use in the work; and after approval they shall not substitute other materials. Materials stored on the job or incorporated into the work which do not meet specified requirements shall be removed and replaced at the Contractor's expense upon order of the Engineer. Progress payments shall not be interpreted as acceptance of materials, equipment, or performance.

ARTICLE 7 EQUIPMENT

All equipment shall equal or exceed the quality and performance specified or reasonably implied by the plans or specifications and shall have an appearance satisfactory to the Owner. The Contractor shall submit manufacturer's performance data, detail drawings in plan and elevation, weights, foundation requirements, space requirements, power requirements, and related information and shall secure the Owner's approval of said equipment prior to its purchase. The submission of the above requested information, its approval by the Owner, the placing of orders therefore, and the securing of scheduled delivery dates shall be judged to be ten percent (10%) progress on equipment purchase and installation. No progress payments will be made on any project until this ten percent (10%) progress on equipment purchase, and installation has been accomplished.

ARTICLE 8 WORKMANSHIP AND APPEARANCE

In addition to the materials and equipment specified herein, all work shall be performed in such order and manner that said materials and equipment are combined and installed to accomplish the completed project as defined, described, and implied by the contract documents. Good workmanship and appearance are an integral part of the contract, and the Contractor shall employ skilled craftsmen in each craft who are capable of performing good work and shall provide superintendents who know what good workmanship is and require it of all their workmen.

ARTICLE 9 INCOMPETENT, UNSKILLED, DISORDERLY PERSONNEL

The Contractor shall provide competent, skilled, and orderly personnel to perform the work. Any person employed who is found to be non-cooperative, insolent, drunk, disorderly, incompetent, or unskilled at the work he is performing shall be removed from the work immediately upon request of the Owner and shall not be allowed to return to work on the project without the Owner's approval.

ARTICLE 10 COMPETENCE OF CONTRACTOR AND SUBCONTRACTORS

The Bidder shall be competent to perform with his own resources and personnel all of the work covered by the plans and specifications unless he states in his proposal that he intends to sub-let part of the work. Any bidder who so states shall be required to submit prior to the award of a contract a list of the subcontractors he shall use on the work, what work each of said subcontractors shall perform, and they shall furnish upon request of the Owner information adequate to establish the competency of said contractors. After proposing to perform all the work with their own resources and personnel, or after listing the subcontractors they shall use on the work and the work they shall perform, and after being awarded a contract on the basis of either one of these conditions, any change in either of these two conditions shall require the prior approval of the Owner.

ARTICLE 11 WORK AT THE CONTRACTOR'S RISK

During the term of the contract, including the guarantee and maintenance period, the Contractor and their surety shall be entirely responsible to the City and to the public for any loss or damage resulting from the construction of and lack of performance of the work covered by the contract whether the loss or damage be occasioned by acts of commission or omission, of agent or employee, or result from rain, flood, backwater, caving, settlement, nuisance, explosion, fire, theft, windstorm, or delay.

ARTICLE 12 ORDER OF THE WORK

The Contractor may perform the work in such order, sequence, or schedule as they may deem necessary and best so long as said order, sequence, or schedule does not unnecessarily inconvenience the public, interfere with public safety, or impair or threaten to impair the quality, performance, or appearance of the completed work. Construction in a public street which results in the closing of more than one thousand (1000) feet of one lane of a street, or the closing of two or more consecutive street crossings, or the closing of both lanes of traffic shall not be permitted unless approved in writing by the City Engineer. Said request must allow adequate time to present said request to the Columbus City Board of Works. All streets shall be kept closed for only the minimum time required to perform the work.

ARTICLE 13 SUSPENSION OF WORK

The Owner may suspend the work, either in whole or in part, for periods of seven days or less when in its opinion the necessity, convenience, or welfare of the public requires it. The Owner may recommend to the Contractor and the City that the work be suspended when, in their opinion, weather or site conditions are so unfavorable that satisfactory performance is not likely. The Owner shall consider their recommendation as prima facie evidence that the public welfare requires suspension of the work. If, for any reason other than non-compliance with plans and specifications, the Owner orders the work suspended, the time of completion shall be extended by the amount of time the suspension is in effect.

ARTICLE 14 CONSTRUCTION DURING THE COLD SEASON

During the season of the year when below freezing temperatures may reasonably be expected, construction work which can be damaged by frost, snow, or ice shall not be done except upon written permission by the Owner. A contractor who wishes to continue construction during this season shall submit a written request to do so and shall set out the specific methods they propose to use to prevent any cold weather damage. In addition to preventing damage to the work during this season, the Contractor shall take all precautions to prevent unnecessary inconvenience to the public or undue hardship on any person.

ARTICLE 15 PROTECTION AND RESTORATION OF REAL ESTATE IMPROVEMENTS IN PUBLIC STREETS, ALLEYS, AND EASEMENTS

The Contractor shall take positive action to protect from unnecessary damage all curbs, walks, lawns, trees, bushes, shrubs, and property markers lying within or adjacent to public streets, alleys, and easements. All damage shall be corrected so that said improvements are returned substantially to the same or better condition existing prior to the work having been performed at no cost to the City unless specifically set out in the proposal.

ARTICLE 16 MAINTENANCE OF ACCESS TO PRIVATE PROPERTY

No private property shall be isolated to the extent that no safe pedestrian access is available to the tenant thereof. In addition, vehicular access shall be maintained at all possible times. The storage of materials shall be done in such manner and at such places that drives, walks, gutters, fire hydrants, alleys, or streets are not blocked.

ARTICLE 17 JOINING TO OR CONNECTING WITH EXISTING FACILITIES

The Contractor shall include in his bid the total cost for joining and connecting all new construction with existing facilities which said new construction serves, is served by, is a functional part of, or to which it is adjoining. The joining, jointing, and connecting shall be done in a substantial manner and shall have a good appearance, the cost of which will be incidental to the contract.

ARTICLE 18 COLLATERAL WORK

The Owner expressly reserves the right to perform work collaterally with work performed by the Contractor under these specifications either with its own forces or by separate contract and may choose to suspend the work of either Contractor so that the collateral work may be performed. No Contractor shall be required to guarantee the work of another contractor, but each contractor shall be responsible for any damage they may do to any existing facilities. Each contractor shall give written notice to the Owner setting out any damages and any additional cost or time delay that they incur on their work because of said collateral work having been performed. Said notice shall be filed with the Owner not later than ten days after said damages and/or cost or time addition has been incurred. Damages shall be collected by one contractor from the other party doing the collateral work. Additional costs or time will be covered by change order to the contract upon presentation of proof thereof to the Owner.

ARTICLE 19 NOTICE TO UTILITIES

The Contractor shall give all gas, electric, telephone, steam, water, and sewer utility companies three working days' notice prior to commencing work in any public street, alley, right-of-way, or easement. Failure to give such notice shall be prima facie evidence of neglect of duty and shall not be considered a just cause for extension of time of completion nor increased compensation for loss or damage resulting therefrom. Delays due to utility work are not just cause for extension of the contract deadline.

ARTICLE 20 PROTECTION OF EXISTING TRACKS, PIPES, AND WIRES

The Contractor shall take notice of the location of existing tracks, pipes, wires, and the like; and they shall take the necessary precaution to prevent their being damaged. In the case that existing tracks, pipes, wires, and the like are so located that the work contracted for cannot be performed, the Contractor shall so notify the Owner and request instruction before proceeding. Carelessness in handling or wanton disregard for such facilities will not be tolerated. Damage to such facilities caused by the Contractor will be repaired at their own expense.

ARTICLE 21 OBSTRUCTIONS

Unless specifically set out otherwise in the Special Conditions or on the drawings, the Contractor shall remove any obstruction they encounter without special or additional payment.

ARTICLE 22 PERMITS AND FEES

The Contractor shall obtain all permits and pay all fees required for the performance of work covered by this contract. In the case of State Highway Permits to perform work in State Highway Right-of-way, the City will allow the Contractor to make the application in the name of the City, provided said application is prepared by the Contractor, is submitted to the Owner for approval prior to its submission to the State, and provided that the Contractor agrees to be entirely responsible for satisfying the requirements of the State in connection with the work performed within the State Right-of-way and provided that the Contractor pays the inspection fee to the State.

ARTICLE 23 LAWS AND ORDINANCES

The Contractor shall familiarize themselves with all City, County, State, and Federal laws, ordinances, and regulations affecting the performance of the work and shall conduct themselves in accordance with said laws.

ARTICLE 24 MINIMUM WAGE SCALE

The Contractor shall, in particular, familiarize himself with House Enrolled Act No. 1019, and those amendatory thereto, prescribing the repeal of the Common Construction Wage Act (Indiana's Prevailing Wage Law), and the additional requirements for public works construction on project financed by political subdivision of said State.

ARTICLE 25 WORKER'S COMPENSATION INSURANCE

The Contractor shall carry Worker's Compensation Insurance as required by the Acts of the Indiana General Assembly and shall furnish upon request a certificate of compliance therewith from the Indiana State Industrial Board.

ARTICLE 26 COMPLETION AFFIDAVIT

The Contractor shall furnish, upon completion of the work, an affidavit stating that the contract has been completed in accordance with the plans and specifications and that all bills for labor, materials, and equipment have been paid.

ARTICLE 27 CONTRACTORS "AS BUILT" DRAWINGS

The Contractor shall mark upon a set of drawings for the project all variations from said drawings and shall furnish same to the Owner with the completion certificate. The Contractor shall take special care to ensure that a record of the concealed variations, such as those underground or enclosed, is accurately made. This set of marked drawings shall be referred to as the Contractor's "As Built" drawings.

ARTICLE 28 PATENT RIGHTS, COPYRIGHTS, AND INDEMNITY

The Contractor shall keep the City free and harmless from payment of any and all damages, cost, expenses, royalties, patent fees, attorney fees, or any sums of money whatsoever, by reason of any action, claim, demand, or proceedings arising out of any infringement or alleged infringement of patent or copy rights, or the use of patented devices, articles, systems, or arrangements; and they shall save harmless the City from all claims or actions of any kind or description brought against the City for or on account of any injuries or damages received or sustained by any person, firm, or corporation engaged in construction, or because of any neglect in guarding the work, or because of the use of improper materials or methods, or because of an act of commission or omission by the Contractor of their agents or employees.

ARTICLE 29 PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall carry public liability and property damage insurance sufficient to protect the City from any and all liability resulting from performing the work covered by the contract with said City. The insurance coverage shall be not less than one million dollars (\$1,000,000.00) for any one person nor less than five million dollars (\$5,000,000.00) for any one accident.

ARTICLE 30 FACILITIES, PERSONNEL, AND PROGRESS

The Contractor shall provide adequate facilities, personnel, and equipment to carry on the work with dispatch. If, at any time, the work is not progressing to the satisfaction of the Owner, said Owner may require the Contractor to file for his approval a schedule setting up a logical and orderly sequence for performing and completing the work. Upon approval of said schedule by the Owner, the Contractor shall then mobilize sufficient manpower, materials, and equipment to meet said schedule. Failure to submit said schedule for approval or failure to progress in accordance with an approved schedule shall be deemed to be failure to perform in accordance with the terms of the contract.

The Contractor shall provide sanitary toilet facilities for the use of the personnel on the job where appropriate and shall keep said facilities in such condition that they do not constitute a public nuisance.

The Contractor shall provide a minimum field office where appropriate, adequate to house and protect from the weather a set of plans for the project and a table space on which they may be spread out flat. Where the Special Conditions specify, a field office, a warm, dry office, at least eight (8') feet wide, twelve (12') feet long, eight (8') feet high, complete with a three (3) foot by five (5) foot table, telephone, chair, and stool shall be provided at the site for use by the Owner during the progress of the work.

The Contractor shall provide barricades, warning signs, lights, flares, and detour signs, and shall properly place any one or a combination thereof to warn pedestrians, motorists, and aviators, where applicable, of the obstructions, excavations, explosions, and falling objects which may endanger them. All barricades shall be clearly labeled with the Contractor's name. All lights and flares shall either burn continuously or shall flash on and off with the "off" cycle being no longer than the "on" cycle. All warning lights shall be of such intensity that they shall be easily noticeable to a person of normal vision for a distance of five hundred (500) feet.

ARTICLE 31 DUTIES OF THE OWNER

The Owner shall perform the following duties:

- (a) They shall represent the Park Board in the administration of any contract for work to be performed under these specifications.
- (b) They shall supervise all surveyors, engineers, construction managers and inspectors, hired by the Board to provide technical assistance on any project covered by these specifications.
- (c) They shall review, upon presentation by the Contractor, all detailed drawings, specifications, performance data, and other information related to the acquisition and installation of materials and equipment on all work covered by these specifications; and they shall render a statement of approval or disapproval of such materials and equipment upon request of the Contractor. They may, on their own initiative, render to the Park Board and to the Contractor a statement of disapproval of any material or equipment being incorporated or proposed to be incorporated in said work as well as any construction method or work, which, in their opinion, is resulting or will result in completed work which does not or will not comply with the plans and specifications. The Owner's statement of disapproval shall set out their reasons for such disapproval.
- (d) They shall, upon presentation by the Contractor, review progress estimate and shall, within ten days, render a statement of approval or disapproval. The Owner's statement of disapproval shall set out their reasons for such disapproval.
- (e) They shall recommend to the Park Board that payments be made to the Contractor when, in their opinion, such payments are due and payable.
- (f) They shall recommend to the Park Board final acceptance of and payment for the completed work when the terms of the contract have been fulfilled.

- (g) They shall prepare all assessment rolls required by law.

ARTICLE 32 AUTHORITY OF THE DESIGNER/ENGINEER AND CONSTRUCTION MANAGER

The Designer/Engineer and Construction Manager may recommend to the Owner and the Contractor for their approval changes to the contract; but their authority to make decisions is limited at all times to the provisions of the plans, specifications, and the contract in effect at the time of the decision.

ARTICLE 33 CONTRACTOR'S RESPONSIBILITY ON PERFORMANCE

It shall be the Contractor's responsibility to perform all work and to furnish all things required of them by the contract and to notify the Owner in writing, when circumstances beyond their control prevent them from performing and/or progressing with the work in accordance with the terms of said contract.

ARTICLE 34 RIGHT-OF-WAYS AND EASEMENTS

It shall be the Owner's responsibility to provide the right-of-ways and easements shown on the plans, and it shall be the contractor's responsibility to provide all other easements required by them for the performance of the work.

ARTICLE 35 COMPULSORY GUARANTEE

The work shall be done in such a substantial manner that no repairs will be required for a period of not less than one (1) year. In the case of Barrett Law Projects, the compulsory guarantee period shall date from the time of approval of the final assessment roll by the Owner, provided that if the termination of the guarantee period shall fall within the months of December, January, February, or March, then in that case the said months of December, January, February, or March shall not be included in the computation of the said guarantee period, but such period shall be held and understood to terminate on the 15th day of April next thereafter, unless otherwise permitted in writing by the Owner. The said Contractor shall keep their work in good repair during the time of the guarantee period and shall make all repairs at such time as directed by the Owner. The Contractor warrants their workmanship, and all materials used in the work, and they agree that during the guarantee period specified they will at their own expense make all repairs which may become necessary because of improper workmanship or defective materials. Such maintenance, however, shall not include any damage to the pavement or to the foundation thereof or to any of the other items or work embraced by this contract resulting from any forces or circumstances beyond the control of the Contractor, nor is it intended that the Contractor shall become a guarantor of the plans and specifications furnished by the City. In case such repairs become necessary, the City shall give written notice to the Contractor to make the same and in case of failure of the Contractor to commence such repairs either by its own employees or by independent contract and may thereupon recover from the Contractor and their sureties the reasonable cost of the repairs made, together with the cost of the supervision and inspection thereof. The City shall have sixty (60) days after the expiration of said guarantee period in which to notify the Contractor of any such repairs necessary on the date of expiration. Whenever the repairs necessary to be made at the expiration of the guarantee period shall amount to more than fifty (50) percent of the surface of any one block, the entire pavement of that block shall be taken up and re-laid in accordance with the original specifications. In Asphalt, Brick, Asphaltic Concrete, Reinforced Concrete, Monolithic Concrete, or any other defects resulting from the decomposition of the wearing surface or foundation, must be repaired. The pavement, at the expiration of the guarantee period, shall be in good condition and present surface

so true and even that it will in no way be an obstruction to travel and shall have drainage so perfect that water may collect in no place to a depth of more than one quarter (1/4) of an inch. In case of cement sidewalks and cement block in which the top coating is not firmly united with the concrete, and any blocks in which cracks show or other defects, due either to defective materials or bad workmanship, shall be removed and replaced by entirely new work at any time during the guarantee period, if so ordered by the Owner. The determination of the necessity for repairs shall rest entirely with the Owner, whose decision upon the matter shall be final and obligatory upon the Contractor. The guarantee herein stipulated shall extend to the whole body of the improvement and all its appurtenances.

ARTICLE 36 DEPOSIT OF IMPROVEMENT BOND

As an additional guarantee that the Contractor will properly repair and maintain the improvement specified for the guarantee period, as above provided, the Contractor shall be required to deposit with the **City Controller** improvement bonds of the City of Columbus, United States Government Bonds, Certificates of Indebtedness to the City of Columbus, cash, or surety bonds with the corporate surety thereon satisfactory to the Board of Public Works in an amount equal to twenty five (25) percent of the cost of said improvement for the purpose of insuring that the provisions of the guarantee will be fulfilled, and also for the purpose of indemnifying the City for any expenditures on account of damages or injuries to any person, firm or corporation during the progress of the work in the guarantee period. The face value of such bonds shall, at no time during the guarantee period, be decreased; but the Contractor will be permitted to receive and receipt, from time to time, for all maturing interest coupons.

ARTICLE 37 CONSTRUCTION STAKE-OUT

The work to be done under this contract will be staked-out by the Contractor. The Contractor must satisfy the Owner before commencing work as to the meaning and correctness of all stakes and marks, and no claim will be entertained by the City for or on account of any alleged inaccuracies or for alterations subsequently rendered necessary on account of such alleged inaccuracies.

The Contractor shall be held responsible for the preservation of all stakes and marks in their proper positions. Any stakes, marks, or monuments, destroyed, lost or disturbed as a result of the Contractor's failure to protect said stakes, marks, or monuments shall be replaced at the Contractor's expense. As the stakes and marks will not in all cases represent all the grades, lines, angles, and changes of surface in the finished work, the Contractor must take care to see that they are taken in connection with the intent of the plans, details, specifications, and the Owner's direction.

ARTICLE 38 CONTRACTOR'S ASSISTANCE

As a part of his contract with the City, the Contractor shall furnish the Owner with any reasonable assistance help in driving stakes, laying out the

work, culling and inspecting materials, inspecting construction, or testing the completed job. No compensation in addition to the contract price will be paid the Contractor for this assisting.

ARTICLE 39 INSPECTORS AND INSPECTION

The Owner may appoint such inspectors as it may deem necessary who shall be paid by the Owner and who may be on the job site at any time and who shall be under the supervision of and who shall report to the Owner. In the absence of the Owner said inspectors shall represent the Owner. Any work performed contrary to the instructions by the Inspectors in the absence of the Owner shall not be accepted until such work is specifically approved by the Owner. Inspectors shall report to the Owner on all occasions when they observe work being performed as well as materials and equipment being furnished, any part of which does not comply with the plans and specifications. All workmanship, materials, equipment, or completed work shall be subject at all times to inspection and rejection by the Owner, when such things do not comply with the requirements of said plans and specifications.

ARTICLE 40 WORK NOT INSPECTED

It shall be the duty and responsibility of the Contractor to see that all materials used and that all work done is in accordance with the plans and specifications. Inspectors employed by the City and placed on the job shall not relieve the Contractor of any of his duties and responsibilities. Work performed and materials furnished shall be judged at all times on their own merits whether inspected or not inspected.

ARTICLE 41 DEBRIS AND CLEAN-UP

On the completion of the work, the Contractor must remove from the premises all surplus materials and debris of any kind and description. They must also restore to their former conditions all sidewalks, crosswalks, streets, parks, pavement, curbs, fences, and other public and private property which may have been disturbed or damaged by reason of this work. Upon the temporary discontinuation of the work, all materials or debris are to be piled up snugly and safely so as not to impede travel on the sidewalks, roadways, or driveways, or to interfere with the use of fire hydrants or of drainage gutters. The Contractor must complete the work as it progresses and in case of sewers shall contract all house connections, catch basins, manholes, inlets, and other appurtenances, and restore the street to a passable condition as soon as one block of the mainline of the sewer has been completed.

ARTICLE 42 SALVAGED MATERIALS

Material which must be removed during the course of construction shall become the property of the Contractor unless specifically set out to the contrary in Special Conditions and Specifications or on the drawings.

ARTICLE 43 TRAFFIC SIGNS

The Contractor shall not remove, conceal, or obstruct the view of traffic signs, warning signals, or control lights without making provisions for the safe control of traffic. The Chief of Police shall be notified of the necessity and intent of removing any traffic signs, signals, or lights twenty-four (24) hours in advance of any such action and shall determine the method of controlling traffic during the absence of said signs. No project shall be complete until all street names, traffic, and informative signs have been replaced.

ARTICLE 44 ADDRESS OF CONTRACTOR

Each contractor, firm or corporation having a contract with the City must maintain an office or agent in the State of Indiana during the period. The location of this office or the post office address of the agent must be filed with the City, and notice sent to such office or agent at the address on file in the office of the City Parks and Recreation will be considered full and sufficient notice under these specifications.

ARTICLE 45 PERFORMANCE BOND

Within five (5) days after the successful bidder shall have been notified of the acceptance of his bid, he shall file with the City an approved performance bond in an amount of not less than one hundred (100) percent of the contract price, conditioned to guarantee the full and complete performance of his work according to the terms of his contract and that he will comply with and carry out all the terms and provisions of said contract, said bond to be in full force and effect up to and including the final acceptance of the work or approval of the final assessment roll, after which it will cease to be operating, subject to the following conditions, to wit:

- (a) Before the Contractor shall be released from his bond, they shall file with the City bonds or cash as provided by Section A 36 of this specification.
- (b) The Bond, in all cases, shall continue in full force and effect for the purpose of fully indemnifying and reimbursing the City for any loss or expenditure resulting from any and all injuries to persons or property growing out of any fault herein occurring on or in connection with or about the work or premises covered by this contract either prior to or subsequent to the final acceptance of said work by the City.
- (c) The Contractor shall have paid all claims for labor, equipment, materials, and all other things required by the Contract and shall have so sworn in the affidavit of completion.

ARTICLE 46 MEASUREMENTS

No extra or customary measurements of any kind will be allowed in measuring the work under these specifications; only the actual length, area, solid contents, weight, or number shall be considered.

ARTICLE 47 TIME OF BEGINNING AND COMPLETION

The time fixed in the contract for the completion of the work shall be and is an essential element and consideration. Failure to complete the contract within the specified time will result in the Owner assessing the Contractor liquidated damages, and subtracting said liquidated damages from money due the Contractor. Assessment of liquidated damages does not relieve the Contractor of his obligation to complete the project. In the event said Contractor or his sureties fail or neglect to commence the work within the stipulated days from the award of the contract (unless the Contractor shall be given an additional period of time to commence the work) or fail to prosecute such work with such vigor as will complete the same within the time fixed in the contract, the City may declare said contract null and void and may adjudge the same to have been abandoned and forfeited and may re-let or require said sureties to complete the same, as said City shall elect; and said Contractor and his sureties shall be liable

for all damages that may occur by said failure to perform said work according to the contract and shall be entitled to receive nothing from the City or the property owners along said improvement for work already performed or materials used; and such materials shall be retained by and belong to the City.

END OF SECTION

EXHIBIT H

CONTRACTOR'S ADDRESS FORM

**Hamilton Community Center & Ice Arena
Chiller Plant & Women's Locker Room
Shell Addition**

Contractor's Name _____

Home Office _____

Address _____

Telephone/Fax/Email _____

Contractor's Agent _____

Address of Agent _____

Telephone/Fax/Email _____

Contractor's Superintendent _____

Address of Superintendent _____

Telephone/Fax/Email _____

Contractor's Foreman _____

Address of Foreman _____

Telephone/Fax/Email _____

This form shall be filled out and forwarded to the Columbus Park and Recreation Department (Owner) before the work is commenced. See Standard General Conditions, Article 44.

END OF SECTION