

**TOWN OF CICERO
HAMILTON COUNTY, INDIANA
West Jackson Project
JULY 2024**

Addendum No. 1

July 10, 2024

Bid Date: **July 23, 2024 (REVISED)**

Bid Time: 7:00 pm (local time)

Owner: Town of Cicero

Engineer: United Consulting
8440 Allison Pointe Boulevard, Suite 200
Indianapolis, Indiana 46250
Telephone: (317) 895-2585

The following items are a revision/clarification to the requirements of the Contract Bid Documents for this Project. The articles contained in this Addendum take precedence over the requirements of the previously published Contract Bid Documents. Where any article of the Specifications or any detail of the Drawings is modified or deleted by the article contained in the Addendum, the unaltered provisions of that article paragraph, subparagraph, or clause shall remain in effect.

The Bidder must acknowledge receipt of this Addendum by submitting a signed copy with his/her bid package, as well as acknowledgement on page 00300-1 of the Proposal Form. Failure to do so can be cause for bid rejection.

Item No. 1: **Modification** – The bid opening date has been revised to **Tuesday, July 23, 2024**. Bids will be received at the Town of Cicero Clerk Treasurer’s Office located at 331 E. Jackson Street, Cicero, IN 46034 until 4:40 PM (local time), and bids will also be accepted at the Town Council Meeting at the Town Hall located at 70 N. Byron Street, Cicero, IN 46034 from 7:00PM to **7:05 PM** (local time). **Note the revised bid submittal time of 7:05 pm.**

Item No. 2: **Modification** – The following contract timeframes have been revised and reflected on the attached documents:

- Substantial Completion: 420 consecutive days
- Final Completion: 450 consecutive days
- Proposed improvement work: Contractors have the option to perform all or partial work in 2024 – as long as areas started are completed for pedestrian traffic before any winter shutdown.
- All roadway work: To commence no later than May 1, 2025

Intent for the aforementioned dates is to allow flexibility in the construction work schedule but to minimize disturbance to automobile and pedestrian traffic. Partial work can be done before and during Winter 2024 as long as it is completed, and winter maintenance / snow plow impacts are not an issue. Contractor will be responsible to maintain any disturbed areas and no open cuts in road or pedestrian travel areas may be left to stone will be allowed during Winter 2024. Any sacrificial surface necessary must be provided by the Contractor and included in the pay items and quantities established in the proposal form. All roadway work (i.e., roadway improvements, pavement markings, snow plowable markers etc.) and general restoration (including but not limited to sod) to commence once asphalt plants restart in Spring 2025 (weather permitting) having a start no later start than May 1, 2025, and being substantially and finally complete by Fall 2025.

Attached to this addendum are the revised Advertisement, Information for Bidders, Agreement, Proposal Form and Notice to Proceed reflecting the changes noted above and in the remainder of this document.

Item No. 3: Clarification:

- Line Item 6.2 – Proposed Inlets:
 - This line item is intended to cover the trench drain located at the NE corner of the RR tracks and Jackson (see note 4 on sheet 8). Contractors to price for a quantity of two (2) as shown on the proposal form. One (1) is currently undistributed.
- Trench Drain:
 - Contractors to include work associated with the trench drain under line item 6.2.
- Erosion Control Plan
 - Contractor to reference plan sheet 15 for standard erosion control measures to be used within the project limits.
- Inlet Structure
 - Proposed curb storm inlet casting Neenah R-3287-15 Frame and type “V” grate and curb box (or approved equal) to match plans. The associated proposed storm inlet precast structure to be **revised** to a 30”x46” (inside opening) with 6” walls. Contractors to maintain the full depth granular backfill and 6” (min.) of #8 stone bedding as noted on the “Typical Precast Storm Inlet Detail” as show on plan sheet 10.
- Fire Hydrants
 - Both existing fire hydrant assemblies located at the SE corner intersection S. Washington Avenue and West Jackson, and SE corner intersection of S. Byron Street and West Jackson Street are to be **removed and salvaged** and returned back to the Town of Cicero.
 - The two (2) fire hydrant assemblies, as shown on plan sheet 9, are **new** assemblies that are to be installed per the bidding documents.

- 6” Trench Pipe Detail
 - Reference note 5 on plan sheet 8. Contractors to install at the noted invert depths per plans with 3” (min.) of #8 stone bedding and 4,000 psi concrete encasment (6” min. of cover).

Item No. 4: Clarification – All signs (including but not limited to pedestrian crossing, street signs, parking signs, etc.), periodic flag poles, and other incidental items not specifically listed that are to be reinstalled within the concrete sidewalk are to include an appropriately sized SCH. 40 PVC pipe sleeve as part of the anchoring system. The periodic flag pole sleeves shall be installed in number and general location (to be field coordinated) as currently exist. Please include this material and install under line items 5.2, 5.4, 12.1, and 13, respectively for each affected item.

Item No. 5: Clarification – Plan sheet 4, keynotes 7 and 8:

- Keynote 8 shown on the plans (at Byron Street seating areas) is to be associated with the lower noted keynote 7 for the 3-FT tall black powder coated ornamental seating area railing. This keynote should be noted as 8 in the lower right corner of this plan sheet.
- Keynote 7 on the plans and on the lower noted keynote legend is applicable for existing signs and bicycle racks that are to be removed and replaced.

Item No. 6: Clarification – Plan sheet 8. Existing storm structure at the SE corner of the RR tracks and West Jackson Street shows a 4” PVC downstream pipe (invert 837.58). This pipe traverses south and then turns 90 degrees due east (within the sidewalk limits) and connects to the exiting storm sewer inlet at the SW corner of N. Peru Street (SR 19) and West Jackson Street – also with a 90-degree turn. Contractor to note required coordination while performing demolition and proposed work within the sidewalk limits.

Item No. 7: Clarification – Unless noted otherwise, all wiring for the relocated and proposed lights to be in conduits. The only areas where conduit will be installed with a pull string, without any wire, will be at specific locations noted below:

- Plan Sheet 5:
 - N/S crossing under West Jackson Street, west of the intersection with S. Washington Avenue.
 - N/S crossing under West Jackson Street, east of the intersection with S. Byron and west of the intersection with N/ Byron Street.
 - 2” Schedule 40 PVC conduit with pull wire from Service Point #3 to meter base at the east building side for 110 W. Jackson. Conduit installed is to be used for Comcast services. Contractor to coordinate with Comcast.
 - 3” Schedule 40 PVC conduit with pull wire from Service Point #3 to meter base at the east building side for 110 W. Jackson. Conduit installed is to be used for Duke Energy services. Contractor to coordinate with Duke Energy.

Furthermore, Contractor cannot disturb the seating area at the NE corner of the RR tracks and Jackson. Contractor to plan to utilize the stone corridor between the building face and the

landscaping edge of the seating area to install the wiring and conduits from Service Point #4 to L46.

All restoration efforts associated with line items 10.7 and 10.8 to be accounted in line items under sections 1 (HMA Surface – Milling and Resurface), 2 (Curb & Sidewalk Demolition), 4 (Proposed Sidewalks & Curbs), and 13 (Site Restoration).

All conduit (with wiring or with pull string) to be installed at a minimum depth of 30”, have at 6” (minimum) sand bedding, 24” (minimum) of cover, and backfilled with granular backfill.

Item No. 8: Modification – Quantities for the following line items have been revised:

- Line Item 2.1 – Integral Sidewalk & Curb Removal: QTY of 1,770 LF
- Line Item 2.2 – Curb Removal: QTY of 500 LF
- Line Item 2.3 – Sidewalk Removal: QTY of 630 LF
- Line Item 3.1 – Centerline Striping (Solid – 4” Double Yellow – Thermoplastic): QTY of 1,270 LFT
- Line Item 4.1 – Concrete Sidewalk w. Integral Curb: QTY 1,900 LF
- Line Item 4.2 – Concrete Sidewalk: QTY of 1,400 LF
- Line Item 4.3 – Concrete Curb: QTY of 1,300 LF

Contractors to utilize the revised Proposal Form attached to this addendum.

Corrected quantities for the removal and proposed integral sidewalk with curb and concrete sidewalk to be applied also at the areas outside of the delineated proposed sidewalk limits of North Byron (east and west sidewalks) and extend restoration efforts to nearest alley intersections.

Corrected quantity for the centerline striping to be applied for the double lines measured and paid for based upon a single lineal foot measurement. In other words, each line will **not** be measured and paid for individually. As such the quantity is changed and the revised proposal form is attached.

Item No. 9: Information - Bidders to acknowledge receipt of this Addendum No. 1 by signing below and attaching the same with the bid package. Failure to do so can be cause for bid rejection.

Contractor Name

Signature

Date

Title

This Addendum reviewed and approved by:



07/10/2024

Brian Keith Bryant, P.E.
Reg. Engineer No. 19800081
State of Indiana
Addendum Certification

END OF ADDENDUM NO. 1

ADVERTISEMENT FOR BIDS

The Town of Cicero
331 E. Jackson Street
Cicero, Indiana 46034

Separate sealed Bids for the construction of the West Jackson Project will be received by the Town of Cicero Clerk Treasurer's Office located at 331 E. Jackson Street, Cicero, IN 46034 until 4:40 PM (local time) on July 23, 2024. Bids will also be accepted on July 23, 2024, at the Town Council Meeting at the Town Hall located at 70 N. Byron Street from 7:00 PM to 7:05 PM (local time). Bids will be publicly opened and read aloud at the Town Council Meeting after 7:05 PM (local time) on the same date. Any Bids received later than the above times and date will be returned unopened.

Description of Work:

This is a street improvements project along West Jackson Street approximately from Peru Street (SR 19) and Pearl Street. This project includes approximately 450 LFT of water main, proposed sidewalk replacement, ADA Ramps, curb replacement, storm inlets and castings, street light relocation and foundations, road milling and paving and other miscellaneous work.

There will be no Pre-Bid Meeting held for this project.

All prime contractors, subcontractors, small, minority, disadvantaged and/or women business enterprises and other interested parties are invited and encouraged to submit a Bid. Contractors and subcontractors performing public works with a value of \$300,000 or greater must be certified in accordance with IC 8-23-10 by the Indiana Department of Transportation (INDOT). Submittal of a bid by contractor not currently certified as noted may be deemed as non-responsive and rejected.

The Bidding Documents may be examined at the following locations:

- United Consulting, 8440 Allison Pointe Blvd., Suite 200, Indianapolis, Indiana 46250
- Town of Cicero, 331 E. Jackson Street, Cicero, IN 46034
- Eastern Engineering Supply (Plan Room)

Copies of the Bidding Documents may be obtained from Eastern Engineering Supply, 9901 Allisonville Road, Fishers, Indiana 46038, (317) 598-0661. Documents are available in either printed or electronic form by registering as a plan holder and placing online orders at <https://distribution.easternengineering.com/>. Costs of downloading, printing, and shipping shall be the Contractor's responsibility. Any questions, comments, or requests for clarification should be made to United Consulting.

No Bid will be considered unless submitted on a copy of the printed Proposal Form in the Bidding Documents. Bidders must obtain Bidding Documents from Eastern Engineering Supply to be included in the project plan holders list to ensure proper notification of any Addendum. Failure to obtain Bidding Documents in this manner may be deemed as non-responsive and may result in Bid rejection.

Each Bid package must include the following completed and executed items:

1. Proposal Form
2. Form 96 (State Board of Accounts)
3. Bidder's Financial Statement (if required by Form 96)
4. Bid Bond or certified check (5% of Bid amount)
5. E-Verify Affidavit
6. Bidder's written plan for a program to test Bidder's employees for drugs in accordance with IC 4-13-18.

Before commencing Work, the Bidder to whom the Work is awarded will be required to furnish Performance and Payment Bonds in an amount equal to the Contract Price, and certificates of insurance as required in the Specifications within seven (7) days from notification of award. All Bonds and liability insurance shall remain in effect for a period of twelve (12) months following completion and OWNER acceptance of construction.

Failure to execute a Contract and to furnish Bonds, certificates of insurance, and the INDOT certification, as hereinafter set out will be cause for forfeiture to the OWNER of the amount of money represented by the certified check or Bidder's Bond, as and for liquidated damages. A conditional or qualified Bid will not be accepted. No Bid may be withdrawn after the scheduled closing time for receipt of Bids for at least 60 days to allow review of Bids before announcing award of Contract.

Bidders shall be required to meet all applicable State requirements including but not limited to those in IC 4-13-18, 8-23-20, 5-16-13, 5-22-16.5, 8-23-10, 22-5-1.7 and 36-1-12.

The OWNER reserves the right to reject any or all Bids, or to make such combination of Bids as may seem desirable, and to waive any and all informalities in the bidding. The OWNER may award Bids based upon selection of any combination of Proposal Form line items as well as mandatory alternatives. Bids shall be awarded to the Bidder or Bidders deemed to be the lowest, responsible, and responsive by the OWNER.

By the order of the Town of Cicero,

Chris Lutz, Town Council President
July 2024

INFORMATION FOR BIDDERS

Bids for the construction of the West Jackson Project will be received by the Town of Cicero Clerk Treasurer's Office located at 331 E. Jackson Street, Cicero, IN 46034 until 4:40 PM (local time) on July 23, 2024. Bids will also be accepted on July 23, 2024, at the Town Council Meeting at the Town Hall located at 70 N. Byron Street from 7:00 PM to 7:05 PM (local time). Bids will be publicly opened and read aloud at the Town Council Meeting after 7:05 PM (local time) on the same date. Any Bids received later than the above times and date will be returned unopened.

Each Bid must be submitted in a sealed envelope, addressed to:

Town of Cicero
331 E. Jackson Street
Cicero, Indiana 46034

Each sealed envelope containing a Bid must be plainly marked on the outside as a Bid for the West Jackson Project and the envelope should bear on the outside the Bidder's name, address, and license number if applicable. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope and addressed to the Town of Cicero at the address given above.

All Bids must be made on a copy of the required proposal. All blank spaces for bid prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted. Only one copy of the proposal form is required.

The OWNER may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the Drawings and Specifications including any Addenda. The Bidder shall consider all existing subsurface information (including but not limited to soil conditions, groundwater and utilities) and shall be responsible for additional investigation prior to bid submittal should it be deemed necessary. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done or site conditions.

There will be no Pre Bid Meeting held for this project. Any questions, comments or requests for clarification should be made in writing to United Consulting, 8440 Allison Pointe Blvd., Suite 200, Indianapolis, Indiana 46250, Telephone (317) 895-2585.

The OWNER shall provide to Bidders prior to bidding, all information that is pertinent to, and delineates and describes the land owned and rights-of-way acquired or to be acquired.

The Bidding Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the Contract.

Each Bid must be completed on the appropriate proposal form and include a Bid Bond payable to the OWNER for five percent (5%) of the total amount of the Bid. As soon as the bid prices have been compared, the OWNER will return the Bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the Bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and the Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

Each Bid must include the following completed and executed items:

1. Proposal Form
2. Form 96 (State Board of Accounts)
3. BIDDER'S Financial Statement (if required by Form 96)
4. Bid Bond or Certified Check (5% of Bid amount)
5. E-Verify Affidavit
6. Bidder's written plan for a program to test Bidder's employees for drugs in accordance with IC 4-13-18.

A Performance Bond and a Payment Bond each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract. The Bonds shall remain in place for twelve (12) months following final acceptance of the Project by the OWNER.

Attorneys-in-fact who sign Bonds must file with each Bond a certified and effective dated copy of their power-of-attorney.

CONTRACTORS and subcontractors performing public works with a value of \$300,000 or greater must be certified in accordance with IC 8-23-10 by the Indiana Department of Transportation (INDOT).

The Bidder to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond, Certificates of Insurance, and Contractor INDOT Certification within seven (7) calendar days from the date when Notice of Award is delivered to the Bidder. In case of failure of the Bidder to provide said Bonds, Certificates of Insurance, INDOT Certification, and execute the Agreement, the OWNER may consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable Performance Bond, Payment Bond, Certificate of Insurance, INDOT Certification, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the Bidder

may by written notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice to Proceed shall be issued within twenty (20) days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and Bidder.

If the Notice to Proceed has not been issued within a sixty (60) day period from the Bid submittal or within the period mutually agreed upon, the Bidder may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein. The Project may be awarded utilizing any combination of Base Bid and Mandatory Alternate Items deemed to be in the best interest of the OWNER.

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest, most-responsive, responsible Bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout including but not limited to IC 4-13-18, IC 8-23-20, 5-16-13, 5-22-16.5, 22-5-1.7 and 36-1-12.

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

The Indiana Department of Revenue requires that the CONTRACTOR or Subcontractors engaged in a Contract with a governmental agency must submit a tax exemption certificate for construction contracts (Form SP 134) to each supplier for each exempt Project. The OWNER will cooperate with the CONTRACTOR in filing the necessary forms with the Indiana Department of Revenue, but the CONTRACTOR shall be responsible for the initiation of these proceedings. The Contract Price will be based upon a complete exemption from this tax, and if later determined that a tax must be paid by the OWNER, the Contract Price will be adjusted to reflect this liability of the OWNER.

The low Bidder shall supply the names and addresses of major material Suppliers and Subcontractors when required to do so by the OWNER or his representative.

The ENGINEER is:

United Consulting
8440 Allison Pointe Blvd., Suite 200
Indianapolis, Indiana 46250
Telephone (317) 895-2585
Fax (317) 895-2596

PROPOSAL FORM

Proposal of _____ (herein called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____* to the Town of Cicero (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Work for the construction of the West Jackson Street in strict accordance with the Bidding Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and complete work within the timeframes specified below:

- Substantial Completion: 420 consecutive days
- Final Completion: 450 consecutive days
- Proposed improvement work: Contractors have the option to perform all or partial work in 2024 – as long as areas started are completed for pedestrian traffic before any winter shutdown.
- All roadway work: To commence no later than May 1, 2025

CONTRACTOR must perform the work in one continuous operation and obtain substantial completion following initial mobilization to the site. BIDDER further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter for all of the required completion times as provided in Article 17 of the Supplementary General Conditions.

BIDDER Acknowledges receipt of the following Addenda:

* Insert "a corporation," "a partnership," or "an individual" as applicable.

All bid items below shall include equipment manufacturers as specified in the Drawings, Specifications, or Addenda. No alternate manufacturers shall be approved as equal by the ENGINEER or OWNER until after the bid date and only if listed on the voluntary deduct page of the Proposal Form.

The bid award shall be made in the best interests of the OWNER utilizing any combination of the Base Bid amounts and Mandatory Bid Alternates if applicable. BIDDER agrees to perform all the Work described in the Bidding Documents for the following unit price or lump sum amounts (all Work indicated in the Drawings and Specifications shall be performed and shall be included in the most applicable bid item).

BASE BID ITEM TABLE

Bid to include all applicable fees, labor, materials, equipment, etc. for all Work in the most appropriate unit price or lump sum item in the following table(s).

#	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	HMA Surface - Milling and Resurfacing				
1.1	Asphalt Surface Milling (Varying Depths)	SY	7,539		
1.2	3" HMA Intermediate Base	Tons	1,150		
1.3	1.5" HMA Surface	Tons	668		
1.4	Traffic Loop – Remove and Replace	LS	1		
2	Curb & Sidewalk Demolition				
2.1	Integral Sidewalk & Curb Removal	LF	1,770		
2.2	Curb Removal	LF	500		
2.3	Sidewalk Removal	LF	630		
3	Pavement Markings				
3.1	Centerline Striping (Solid – 4” Double Yellow - Thermoplastic)	LF	1,270		
3.2	Parking Striping (Solid – 4” White & Blue - ADA Symbols- Thermoplastic)	EA	75		
3.3	Pedestrian Crossing Striping (Solid – 6” & 12” White – Thermoplastic)	LF	2,040		
3.4	Stop Bar Striping (Solid – 24” White – Thermoplastic)	LF	25		
4	Proposed Sidewalks & Curbs				
4.1	Concrete Sidewalk w. Integral Curb	LF	1,900		
4.2	Concrete Sidewalk	LF	1,400		
4.3	Concrete Curb	LF	1,300		
4.4	ADA Walk Ramps	EA	24		

5	Miscellaneous				
5.1	Raised Pavement Markers (Hydrant Reflectors)	EA	4		
5.2	Street Sign Removal & Reinstall	EA	14		
5.3	Bicycle Rack Remove & Reinstall	EA	12		
5.4	Pedestrian Crossing Signs	EA	20		
6	Storm Sewers / Inlets				
6.1	6" C-900 PVC w. Concrete Encasement	LF	60		
6.2	Proposed Inlet	EA	2		
6.3	Inlet Removal & Replacement	EA	7		
7	Sod	SY	470		
8	Maintenance of Traffic	LS	1		
9	Mobilization/Demobilization/Insurance/Bonds (NTE 5%)	LS	1		
10	Street Lights				
10.1	Relocated Street Lights	EA	35		
10.2	Proposed Street Lights	EA	3		
10.3	Street Light Foundations	EA	38		
10.4	Removal of Existing Electrical Wiring	LF	2,800		
10.5	Proposed Electrical Wiring & Conduits	LF	900		
10.6	Proposed Electrical Wiring & Conduits w. Full Depth Granular Backfill	LF	2,000		
10.7	Relocation of Service Point #3	LS	1		
10.8	Abandonment of Meter Base at Alley b/w Short and N. Byron & Transfer to Service Point #2	LS	1		

11	Water Main				
11.1	6" C-900 PVC Water Main and Fittings	LF	490		
11.2	6" S.S. Tapping Sleeve w. Box And Riser	EA	2		
11.3	6" D.I.M.J. Restrained Joint Gate Valve w. Box and Riser	EA	2		
11.4	Fire Hydrant Assembly - Removed and Salvaged	EA	2		
11.5	Fire Hydrant Assembly	EA	2		
12	Miscellaneous Pedestrian Improvements				
12.1	Proposed "No Parking" Signs	EA	4		
12.2	Seating Area Ornamental Railing (36" Height)	LS	1		
13	Site Restoration	LS	1		
14	Stormwater Pollution Prevention	LS	1		
15	Construction Engineering	LS	1		
TOTAL BASE BID AMOUNT					\$

<p>BID AMOUNT IN WORDS: _____</p> <p style="text-align: right;">_____ Dollars</p>

Voluntary Alternates

Any voluntary alternates shall include all necessary adjustments necessary to incorporate the proposed equipment or other modifications into the Project. Voluntary Alternates will not be utilized for project bid award.

<u>Item</u>	<u>Description & Manufacturer</u>	<u>Item Cost Add/Deduct</u>
		<u>Adjustment to Lump Sum Bid (+ or -)</u>
1)	_____	\$ _____
2)	_____	\$ _____
3)	_____	\$ _____
4)	_____	\$ _____
5)	_____	\$ _____

Respectfully Submitted:

Signature Address

Title Date

END OF PROPOSAL FORM

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is dated as of the _____ day of _____ in the year 2024 by and between the Town of Cicero through its Town Council (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

West Jackson Project Town of Cicero

ARTICLE 2. ENGINEER

The Project has been developed for the OWNER by United Consulting, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1. All Work will be substantially completed within 420 calendar days from the date when the Contract Time commences to run as provided in article 2 of the General Conditions, and fully completed and ready for final payment in accordance with article 14, paragraph 14.07 of the General Conditions within 450 calendar days from the date when the Contract Time commences to run. The following intermediate timelines are required for the following work:

- Proposed improvement work: Contractors have the option to perform all or partial work in 2024 – as long as areas started are completed for pedestrian traffic before any winter shutdown.
- All roadway work: To commence no later than May 1, 2025

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand and 00/100 dollars (\$1,000.00) for each calendar day that expires after the time specified in

paragraph 3.1 for Substantial Completion until the work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand and 00/100 dollars (\$1,000.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the sum of:

\$ _____

CONTRACTOR's Bid attached as an exhibit and made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with article 14 of the General Conditions together with properly executed claims for payment on forms prescribed by the State Board of Accounts. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, once per month at regularly scheduled meetings during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in accordance with article 2 and article 14 of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with article 14 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in article 14.

ARTICLE 6. INTEREST

All monies legally due but not paid when due as provided in article 14 of the General Conditions shall bear interest as provided by Indiana State Law.

ARTICLE 7. CONTRACTORS REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities as well as existing soil conditions. No additional examinations, investigations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the Standard General Conditions and Supplementary Conditions.
- 7.3. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.4. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 5, inclusive);
- 8.2. Performance and Payment Bonds, and Certificates of Insurance;
- 8.3. Notice of Award;
- 8.4. General Conditions;
- 8.5. Supplementary General Conditions;
- 8.6. Labor Standards;
- 8.7. Specifications detailing specific provisions, materials and workmanship;
- 8.8. Addenda numbers ____ to ____, inclusive;
- 8.9. Aerial Exhibits, prepared by ENGINEER (not attached hereto);
- 8.10 CONTRACTOR's Bid;

- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award;
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to articles 2 and 3 of the General Conditions; and

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this article 8. The Contract Documents may only be modified or supplemented as provided in article 3 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

- 9.1. Terms used in this Agreement which are defined in article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought be to bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 This Agreement shall be governed by the laws of the State of Indiana and enforced pursuant to Indiana Codes 4-13-18, 8-23-20, 5-16-13, 5-22-16.5, 8-23-10, 22-5-1.7, 36-1-12 and any and all other applicable state statutes and remedies under the laws of the State of Indiana.
- 9.5 CONTRACTOR and its subcontractor or any person on his behalf shall comply with IC 22 including but not limited to federal Fair Labor Standards Act of 1938 as amended, Workers Compensation, and the Unemployment Compensation System.
- 9.6 CONTRACTOR and its subcontractor or any person on his behalf shall not discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry in accordance with IC 5-16-6.
- 9.7 CONTRACTOR shall comply with IC 5-16-8 in purchase of any steel products for this Project.

In witness whereof, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2024.

OWNER: _____ CONTRACTOR: _____

By _____

By _____

CORPORATE SEAL

CORPORATE SEAL

Attest _____

Attest _____

Address for giving notices

Address for giving notices

NOTICE TO PROCEED

TO:

PROJECT: **West Jackson Project**
Town of Cicero

DATE:

You are hereby notified to commence Work in accordance with the Agreement dated _____, 2024, on or before _____, 2024 and you are to Fully Complete the Work within 450 consecutive calendar days thereafter. The date of completion of all Work is therefore _____, 2025. The date to Substantially Complete (420 consecutive calendar days) the Work in accordance with the Contract Documents is _____, 2025.

OWNER: Town of Cicero

By: _____
Chris Lutz

Title: Town Council President

ACCEPTANCE OF NOTICE

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

_____ on _____, 2024.

By: _____

Title: _____