

**Town of Greenville
Community Crossings Paving Program**

**2018 Funding – Application #1344
(August-September 2018 Call for Projects)
Crack Sealing**



A handwritten signature in black ink that reads "Nick Pierce".

Quote documents prepared by:

HWC Engineering
Nick Pierce, P.E.

02/14/19

Town of Greenville
P.O. Box 188
Greenville, Indiana 47124

General Scope of Work Summary

Community Crossings Paving Program (2018 Funding – Application #1344)

Detailed Scope of Work Summary

The work includes crack sealing of the identified streets as noted in these bid documents and/or quote form. Work may include other associated tasks as noted within. Refer to the Bid Quote Form/Schedule of Values for the specific work proposed for each sub-project.

Required Submittals – Quote Documentation (QD-1 thru QD-4)

- Bid Quote Form (Schedule of Values)
- Legal status of bidder
- Copy of the bidders prequalification statement from INDOT confirming prequalification E(b) Placing Asphalt Pavement. If a bidder is not currently registered on the INDOT listing of prequalified contractors, they shall provide a listing of similar projects completed (minimum of 3) within the last 5 years. This list shall include at a minimum:
 - Project client (City/Town/County)
 - Location of the road and project limits
 - Owner
 - Owner contact information
 - Date project awarded and completed
 - Contract dollar amount
- Form 00770 (Employment Eligibility Verification Form)
- Form 00780 (Investment Activities in Iran Form)

Required Submittals – Contract Documentation (CD-1 thru CD-8)

- Certificates of Insurance complying with the minimum coverages and limits of liability per Form 00800 pages 3 and 4 for Contractor and all Subcontractors prior to the performance of any work.
- Warranty Bond prior to the performance of any work.
- Form 00620 (Contractor's Application for Payment)
- Form 00940 (Work Change Directive Form)
- Form 00941 (Change Order Form)

Schedule

Project work schedule shall be provided to the client within 20 days from notice of award. The work shall be completed prior to October 31, 2019.

Permits

None required.

Specifications:**Sub-projects A thru F:****Work to include:**

1. Perform crack sealing as necessary along specified streets according to INDOT Standard Specifications, Section 408.
 - a. The provided Schedule of Values indicates coverage over entire roadway segment, in square yards. Actual material placed will be significantly less, and on an as needed basis. The Contractor shall evaluate each street accordingly prior to submitting quote, and determine the square yard unit price based on the required crack sealing coverage for each street.

Notes:

2. Contractor shall refer to INDOT 2018 Standard Specifications which can be referenced at: <http://www.in.gov/dot/div/contracts/standards/book/sep17/sep.htm>
3. Contractor shall be responsible for verifying all dimensions and existing conditions prior to bidding.
4. Contractor shall provide the Town of Greenville an Itemized Proposal for each project along with a total cost of all projects. See Schedule of Values.
5. Contractor shall provide the Town of Greenville with Unit Prices in the event that additional services would be requested that are beyond the scope of the projects. See Schedule of Values.
6. Contractor shall provide appropriate traffic control per the Indiana MUTCD for all required operations.
7. Contractor shall be required to pay any employees or subcontractors as required by law.
8. All material shall be installed per INDOT 2018 Standard Specifications.
9. Contractor shall provide Type D certifications according to INDOT Spec Section 916.
10. Material sampling and testing frequency and basis for use of materials shall be in accordance with the INDOT 2019 Frequency Manual.
11. Contractor shall be responsible for repairing and/or replacing any damaged items as a result of carrying out the work.
12. Contractor shall schedule a preconstruction meeting with the Engineer and Owner upon notice of award and prior to performing any work.
13. All work shall be coordinated with and done at the discretion of the Engineer and Owner.

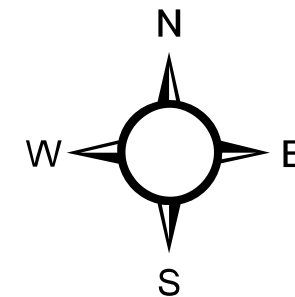
Quotation Instructions

1. **General:** The Town of Greenville, by and through Town Council, will receive sealed proposals for work for the construction of its Community Crossings Paving Project (2018 funding cycle).
2. **Quote Submittal:** Quotes are invited and may be emailed, delivered or forwarded by mail or other courier services addressed to:
Town of Greenville
Attn: Andy J. Lemon, CFE
P.O. Box 188
Greenville, IN 47124
alemon47124@gmail.com
3. **Quotation Due Date:** March 1st, 2019 at 1:00pm (local time).
4. **Quotation Form:** Quotation shall be submitted on company letterhead.
5. **Quotation Terms:** The Owner reserves the right to reject any proposal, or all proposals, or to accept any proposal or proposals, or to make such combination of proposals as may seem desirable, and to waive any and all informalities in bidding. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No proposal may be withdrawn after the scheduled closing time for receipt of bids for at least sixty (60) days.
6. **State and Federal Tax:** The OWNER is exempt from all tax. Therefore, your quote shall be exempt from taxes as well. OWNER's tax certificate will be furnished upon request.
7. **Award:** Award will be made to the low, responsive, responsible bidder (proposer). All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the projects shall apply to the Projects throughout.
8. **Questions and Addenda:** Questions regarding the project shall be submitted in writing via email to Nick Pierce at HWC Engineering. Questions will be answered in the form of an addendum to all firms quoting the work. All questions must be received by 1:00pm February 22nd, 2019.
Nick Pierce - HWC Engineering
npierce@hwcengineering.com
812-675-4136

Terms and Conditions

All work shall be in strict conformance with the following:

1. **Scope of Work:** The work to be performed and the proposal to be submitted shall include sufficient and proper sums for all labor, equipment, materials, shipping, handling, permits, licenses, insurance, and so forth incidental to and required to furnish and install the materials.
2. **Schedule:** It is the intent of the Owner to award contracts by March 22, 2019. Contractor shall complete their work per the schedule included in the scope of work summary.
3. **Invoicing:** The Contractor shall submit invoices to the city on a monthly basis. Invoices shall be for partial payment, for work furnished and installed to date.
4. **Invoice Payment:** Owner will generally issue payment within 30-45 days after receipt of an invoice.
5. **Submittals:** Prior to commencing work on site, contractor shall submit product and insurance information to the Owner as outlined in the scope of work summary.
6. **Material and Equipment Specified by Name:** Whenever material or equipment is specified by proprietary name of the manufacturer, OWNER will consider acceptable equal products. However, OWNER is not bound to accept any material unless it is pre-approved by the OWNER prior to submittal of quotations. BIDDER may obtain pre-approval of equal products by submitting documentation to the OWNER for approval at least (5) days in advance of the quotation due date.
7. **Inspection:** The OWNER reserves the right to inspect all materials and workmanship and retain the right to reject all materials and workmanship not conforming to the specifications provided.
8. **Legal Compliance:** All work shall be in compliance with all Federal laws, laws and regulations of the State of Indiana, the Town of Greenville, ADA and OSHA.
9. **Contract Form:** Contractor shall furnish an agreement for the completion of the work for the OWNER's signature. Such agreement shall not conflict with the terms and provisions outlined in this Project Manual, and all terms shall be acceptable to the OWNER.
10. **Bonds:** No performance, payment or bid bonds are required for this contract.
11. **Contract Specifications and Standards:** All installed work shall be installed in conformance with manufacturer's written installation instructions. Concrete work shall conform to ACI requirements, latest edition.
12. **Warranty:** The Warranty Bond noted above shall be in effect for a period of three years from the date of substantial completion.
13. **Final Record:** Contractor shall provide a final record detailing all materials/quantities utilized on each road segment/sub-project per the associated schedule of values.



Legend

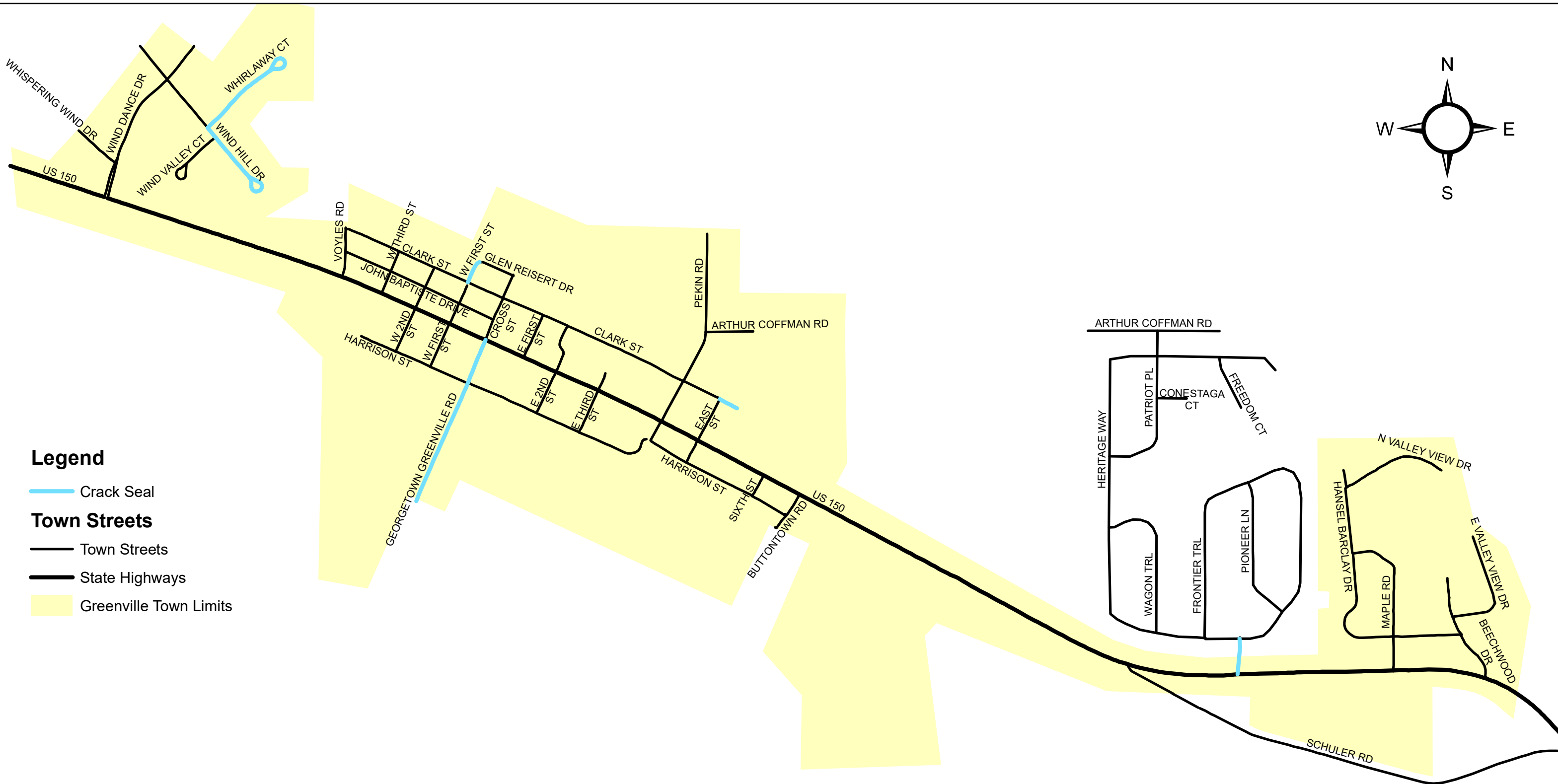
Crack Seal

Town Streets

Town Streets

State Highways

Greenville Town Limits



Town of Greenville
Project Location Map
2018 Funding - Application #1344

Sub-project A:Clark St - East St to Dead End -- Crack Seal
(approx. 178 SY)

Pay Item Description	Units	Quantity	Unit Price	Total
Crack Seal	SYS	178		
Total				

Sub-project B:Georgetown Greenville Rd - US 150 to Town Limits (approx. 960' S. of Harrison) -- Crack Seal
(approx. 3705 SY)

Pay Item Description	Units	Quantity	Unit Price	Total
Crack Seal	SYS	3705		
Total				

Sub-project C:Heritage Way - US 150 to Heritage Way -- Crack Seal
(approx. 1475 SY)

Pay Item Description	Units	Quantity	Unit Price	Total
Crack Seal	SYS	1475		
Total				

Sub-project D:W First St - Clark St to Glen Reisert Dr -- Crack Seal
(approx. 238 SY)

Pay Item Description	Units	Quantity	Unit Price	Total
Crack Seal	SYS	238		
Total				

Sub-project E:Whirlaway Ct - Wind Hill Dr to Dead End Street -- Crack Seal
(approx. 2350 SY)

Pay Item Description	Units	Quantity	Unit Price	Total
Crack Seal	SYS	2350		
Total				

Sub-project F:Wind Hill Dr - Whirlaway Ct to Dead End -- Crack Seal
(approx. 2167 SY)

Pay Item Description	Units	Quantity	Unit Price	Total
Crack Seal	SYS	2167		
Total				

Project Total				
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SECTION 00770

EMPLOYMENT ELIGIBILITY VERIFICATION CERTIFICATION

This Certification is submitted by the undersigned, _____, as part of the contract with the Town of Greenville for the project known 2019 Community Crossings Paving Program entered into on the _____ day of _____, 2019. The undersigned affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program, as defined in IC 22-5-1.7, for as long as the program remains in existence.

The Contractor represents that it is enrolled in and verified the work eligibility status of all newly hired employees of the Contractor through the E-Verify Program as defined herein; however, Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify Program if the E-Verify Program no longer exists and Contractor signs an Affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. E-Verify Program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) (the "E-Verify Program").

The Contractor and its subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its subcontractor subsequently learns is an unauthorized alien. If a Contractor violates this requirement, the Owner shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the Owner notifies the Contractor of the violation. There is a rebuttable presumption that a Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify Program. If the Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate the Agreement with Contractor for breach. However, if Owner determines that terminating the Agreement would be detrimental to the public interest or public property, the Owner may allow the Agreement to remain in effect until the Owner procures a replacement contractor. If the Owner terminates the Agreement, the Contractor shall be liable to the Owner for any and all actual damages incurred, including, but not limited to, attorneys' fees.

The Contractor's subcontractor(s) shall certify to Contractor in a manner consistent with federal law that the Contractor's subcontractor(s), at the time of certification, does not knowingly employ or contract with an unauthorized alien; and has enrolled and is participating in the E-Verify Program.

The Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor's subcontract with its subcontractor(s).

Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the Owner.

The terms of this Certification shall be incorporated within the contract between the Contractor and the Owner.

Witness this _____ day of _____, 20____.

Contractor: _____

Address: _____

Signature: _____, _____

Printed: _____ Title _____

Investment Activities in Iran - Certification

This Certification is submitted by the undersigned, _____, as part of the contract with the Town of Greenville for the project known as 2019 Community Crossings Paving Program entered into on the _____ day of _____, 2019. The undersigned affirms under the penalties of perjury that the Contractor is not engaged in investment activities in Iran as defined in IC 5-22-16.5.

The terms of this Certification shall be incorporated within the contract between the Contractor and the Owner.

Witness this _____ day of _____, 20__.

Contractor: _____

Address: _____

Signature: _____, _____

Printed: _____ Title _____

SC-6.03 Contractor's Liability Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State:	<u>Statutory</u>
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Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
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Employer's Liability:

Bodily injury, each accident	\$ <u>500,000</u>
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Bodily injury by disease, each employee	\$ <u>500,000</u>
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Bodily injury/disease aggregate	\$ <u>1,000,000</u>
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For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$ <u>N/A</u>
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Foreign voluntary worker compensation	<u>Statutory</u>
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- 2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

General Aggregate	\$ <u>2,000,000</u>
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Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
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Personal and Advertising Injury	\$ <u>1,000,000</u>
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Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>
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- 3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:**

Bodily Injury:

Each person	\$ <u>1,000,000</u>
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Each accident	\$ <u>1,000,000</u>
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Property Damage:

Each accident	\$ <u>1,000,000</u>
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[or]

Combined Single Limit of	\$ <u>1,000,000</u>
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4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	\$ <u>N/A</u>
General Aggregate	\$ <u>N/A</u>

☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner (Town of Greenville) and Engineer (HWC Engineering), include as additional insureds the following: Engineering Resources, Inc.

7. Contractor's Professional Liability:

Each Claim	\$ <u>2,000,000</u>
Annual Aggregate	\$ <u>2,000,000</u>

SC-6.05 Property Insurance

SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following: HWC Engineering and their Subconsultants

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.01 Supervision and Superintendence

SC7.01.B Amend Paragraph SC.7.01.B as follows

At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without 7 days advance written notice to OWNER and ENGINEER except under extraordinary circumstances when immediate notice shall be provided.

SC7.01.C Add the following new Paragraph SC.7.01.C



Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	
			3. Current Contract Price (Line 1 ± 2).....	\$	
			4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F total on Progress Estimates).....	\$	
			5. RETAINAGE:		
			a. X Work Completed.....	\$	
			b. X Stored Material.....	\$	
			c. Total Retainage (Line 5.a + Line 5.b).....	\$	
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
			8. AMOUNT DUE THIS APPLICATION.....	\$	
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G total on Progress Estimates + Line 5.c above).....	\$	
TOTALS					
NET CHANGE BY					
CHANGE ORDERS					

Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature
By: Date:

Payment of: \$

(Line 8 or other - attach explanation of the other amount)

is recommended by:

(Engineer) (Date)

Payment of: \$

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner) (Date)

Approved by:

Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]

SECTION 00940

Work Change Directive No. _____

Date of Issuance:	_____	Effective Date:	_____
Owner:	_____	Owner's Contract No.:	_____
Contractor:	_____	Contractor's Project No.:	_____
Engineer:	_____	Engineer's Project No.:	_____
Project:	_____	Contract Name:	_____

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ _____ [increase] [decrease].

Contract Time _____ days [increase] [decrease].

Basis of estimated change in Contract Price:

☐ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____	Date: _____
Title: _____	

SECTION 00941

Change Order No.

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____