

**CDBG FY2020  
OFFICE OF COMMUNITY DEVELOPMENT  
CITY OF MUNCIE**

**BID PACKET  
for  
COOLEY PARK – SPLASH PAD**

**BID DUE DATE: Wednesday, APRIL 14, 2021**



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# Bidder Registration



## Cooley Park Splash Pad Bidder Registration

**Company Name**

**Company Agent**

*This will be the contact person for the project.*

**Company Address**

 ▼

**Email**

**Phone**

*This is where addendum and other communications regarding this project will be sent.*

**Name of project your firm is bidding:**

Cooley Park - Splash Pad

**Bid Date**



## NOTICE TO BIDDERS

The Office of Community Development for the City of Muncie (CD) is seeking bids for the installation of a splash pad at Cooley Park, 2100 BLK E. 23<sup>rd</sup> St., Muncie, Indiana.

All the necessary tools and materials are part of the project and to be provided by the Contractor. This project will be funded through the City's Community Development Block Grant and the winning Bidder **MUST NOT** be debarred from federal work on the **SAM.gov** website..

This project will be subject to the Davis Bacon Wage Act.

Proposals shall be properly and completely executed on the proposal forms furnished in the bid packet. Bid packets, including federal requirements, instructions to bidders, sample contract and bid forms, are available at:

cityofmuncie.com > departments > community development > topics of interest (right side) > bids and rfps

Bidders shall complete the Bidder Registration Form in the bid packet and submit to [bking@cityofmuncie.com](mailto:bking@cityofmuncie.com) OR register online at <https://www.cognitofrms.com/CityOfMuncie/CooleyParkSplashPadBidderRegistration>.

Questions may be submitted to Dustin Clark [duclark@cityofmuncie.com](mailto:duclark@cityofmuncie.com) or Brad King [bking@cityofmuncie.com](mailto:bking@cityofmuncie.com) All communication regarding this bid, including any addenda issued, will be conducted by email only

Bid proposals must be submitted as described below in a sealed, opaque envelope marked with the bidder's name, address and telephone number and bearing the following caption: BID FOR COOLEY PARK – SPLASH PAD Bid Opening Date: Wednesday, April 14, 2021.

Bid responses must be submitted in the Office of the City Clerk, 300 N. High St., Muncie, IN by 8:45 AM on Wednesday, April 14th, 2021 and will be opened by the Board of Public Works and Safety at 9:00 AM on Wednesday, April 14, 2021. Bids may be held by the Board of Works for a period not to exceed sixty (60) days. No bidder may withdraw his/her bid for a period of sixty days after date set for opening of bids. The Board of Works has the right to reject any and all bids.

# INSTRUCTIONS TO BIDDERS

## ARTICLE 1. Definitions

Whenever the words hereinafter or pronouns used in their stead occur in these documents, they shall have the meaning herein given:

**"Owner"** shall mean the municipality, person, firm or corporation as specified in the Advertisements for Bids, for whom the work is to be done.

**"Contractor"** shall mean the person, firm or corporation entering into a contract with Owner to construct and complete the work herein specified, set out and shown.

**"Subcontractor"** shall mean a person, firm or corporation other than the Contractor supplying labor and materials or labor for work at the site of the project.

**"Project Supervisor"** or **"Supervisor"** shall be the Supervisors who are designated by the Owner for the work, or their duly authorized agents.

**"Inspector"** shall be the person who is the designated representative of the Project Supervisor and who is in charge of the inspection of the work.

**"Specifications"** shall include the general conditions, detail specifications, diagrams, plans and drawings.

**"Contract"** shall include the entire component parts of the Contract as well as the plans, drawings, wage determinations and federal requirements referred to herein.

## ARTICLE 2. Receipt and Opening of Bids

- 2.1 The Office of Community Development (herein called the "Owner") invites bid proposals for the furnishings of all labor and materials as called for in drawings and specifications.
- 2.2 Potential bidders must complete the form "[Bidder Registration](#)" or found on [Community Development's webpage](#). This is the only way to receive addenda and other communications regarding this project.
- 2.3 Bid proposals shall be submitted to the City Clerk's Office, City Hall, 300 North Street, Muncie, Indiana, on or before the date and time called for in the "Notice to Bidders".
- 2.4 Strict compliance will be complied with the requirements of these "Instructions to Bidders", and the instructions on the document forms. All blanks of the bid forms must be appropriately filled in.

## ARTICLE 3. Preparation of the Bid Proposal

- 3.1 The bid proposal shall be submitted on forms that will be furnished by the Owner. The bidder shall fill in the lump sum base bid for the purpose of determining the best and lowest bid and the unit price bid amount in the event of additional work being required. These unit prices shall be used to determine the costs for changes in the work agreed to and authorized by the Owner.
- 3.2 Amounts shall be written with ink or typewritten in words and figures, if required. Should there be any discrepancies between words and figures indicating any amount in proposal, amount written in words shall prevail. Bids written in pencil will not be accepted.

- 3.3 Spaces for amount of bids not bid upon shall be filled with "NO BID" so that all blanks are filled.
- 3.4 The following documents and information shall constitute a Contractor's bid proposal and are to be properly executed and submitted in this order:
- A. Bid Sheet, properly executed and completed
  - B. Request for Sub-Contractor(s), if any
  - C. Non-Collusion Affidavit, **notarized**
  - D. Certificate of Non-Segregated Facilities
  - E. Certification regarding debarment, suspension, and other responsibility matters
  - F. Section 3 Business Concern Contractor Verification
  - G. Section 3 Worksheet
  - H. **State Board of Accounts form 96 (rev. 2000)**
  - I. A bid of \$75,000.00 or more shall be accompanied by 5% Bid Security
  - J. Certificate of Insurance
  - K. Proof of Indiana Secretary of State filing and good standing
  - L. Employer Identification Number
  - M. DUNS Number
- 3.5 The bid proposal shall be enclosed in a sealed opaque envelope, properly marked with the name of the company of the bidder and bearing the following caption:
- Bid of: (Name of Firm)  
Bid for: (Name of Project)  
(Date)

#### **ARTICLE 4. Signature of Bidders**

- 4.1 Any bid not signed by the individual making same shall have attached to it a "Power of Attorney," evidencing authority to sign bid name of person for whom it is signed.
- 4.2 Any bid proposal signed for a partnership shall be signed by all partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to bid a "Power of Attorney," evidencing authority to sign bids, executed by the partners.
- 4.3 Any bid proposal submitted by a corporation shall have correct corporate name and the signature of the President (or other authorized officer of the corporation) and Secretary, manually written below corporate name, following the word "by" and shall have affixed the corporate seal.
- 4.4 Limited or qualified bid proposals will not be accepted.

## **ARTICLE 5. Bidder to Examine Site**

All bidders shall examine the Contract Documents and construction site to acquaint themselves with the conditions under which the work is to be performed, and the existence of the obstacles which may be encountered, (above and underground) and all other relevant matters concerning work to be performed. The successful bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said bidder might have fully acquainted himself because of his failure to have so acquainted himself prior to the bidding.

## **ARTICLE 6. Questions**

All inquiries pertaining to Contract Documents shall be made to the Department, Project Inspector, or Project Supervisor. If any person submitting a bid proposal for work is in doubt as to true meaning of any part of Contract Documents, he may submit to the Department, Project Supervisor, or the designated inspector, a written request for an interpretation. Any interpretation of such Contract Documents will be made to addendum issued.

Addendum issued by the Department or the Project Supervisor during time of bidding, but not later than four (4) days before bidding time, shall be mailed or delivered to each person receiving a set of Contract Documents, and to such other prospective Bidders who shall have requested that they be furnished with a copy. All addenda shall be noted and dated in the Bid Proposal Form, and in closing the Contract, shall become a part thereof.

## **ARTICLE 7. Withdrawal of Bid Proposal**

Any bidder may withdraw his bid proposal at any time until scheduled time for receipt of bid proposals. No bid proposal shall be withdrawn after scheduled time for receipt of bid proposals without consent of Owner for a period of 60 days.

## **ARTICLE 8. Award of Contract - Rejection of Bids**

- 8.1 The Owner intends not to award the Contract to any bidder who does not furnish satisfactory evidence that he has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to procure the same successfully and to complete the work in the time named in the proposal. The Board reserves the right to reject any and all bids.
- 8.2 The award of Contract will be made to the lowest and/or best bidder in accordance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Under the provisions of Section 3, businesses that qualify may be eligible for preference in the awarding of contracts.
- 8.3 The Contract shall be deemed as having been awarded when the Owner has officially acknowledged award of the Contract.
- 8.4 The Owner reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejections or waiver is in the interest of the Owner.

## **ARTICLE 9. Execution of Contract - Performance and Payment Bond**

The successful bidder will be notified and required to attend a Pre-Construction Conference where the Contract shall be executed. Prior to executing the Contract, however, the successful bidder shall submit the following documents which will become a part of the Contract



Documents. Should the successful bidder fail to produce the following documents, he shall forfeit his right to form a contract with the Owner.

- 9.1 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements.
- 9.2 Current Certificate of Insurance (see Article 10 for insurance requirements)
- 9.3 Contracts awarded in excess of \$75,000.00 shall automatically require a One Year Performance and Payment Bond which shall be delivered by the successful bidder to the Owner at the Pre-Construction Conference. Upon execution of the Contract, the Bid Security shall be returned.

**ARTICLE 10. Insurance and Legal Responsibility**

- 10.1 The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by each Subcontractor. The Contractor or Insurance Company shall furnish proof that said insurance company is bondable.
- 10.2 The type of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be Workmen's Compensation Insurance, Comprehensive General Liability Insurance, and Builder's Risk "All-Risk" Insurance (see 10.4).
- 10.3 The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance with limits of \$100,000/\$300,000 to the City of Muncie, Contractor or his Sub-Contractor against claims for injury to death of one or more persons due to fire, explosion and all other accidents which may occur or result from operations under the Contract on or off the premises. Such insurance shall cover the use of all equipment, hoists, and motor vehicles on the site or going to and from the site.
- 10.4 The Contractor shall furnish evidence of Insurance providing the following coverages and limits:

<b>Coverage</b>	<b>Limits</b>
Comprehensive General Liabilities (including Contractual)	\$500,000 each person \$500,000 each accident \$1,000,000 aggregate
Property Damage	\$500,000 each person \$1,000,000 aggregate or \$500,000 CSL Bodily Injury and Property Damage
Workmen's Compensation	Statutory
Employer's Liability	\$250,000
Automobile Liability/Bodily Injury	\$500,000 each person \$500,000 each accident

Umbrella

\$1,000,000

In addition, the Contractor's insurance shall name the City as an additional insured and shall hold the City harmless.

#### **ARTICLE 11. Notice to Proceed**

Contractor shall commence work immediately following the receipt of Notice to Proceed. The work of the Contract shall be completed within the period of time indicated in the Contract.

#### **ARTICLE 12. Tax Exemptions**

No state sales tax is due or payable on any material furnished to the project. A Sales Tax Exemption form will be furnished by the Department upon request.

#### **ARTICLE 13. Unavailability of Materials**

- 13.1 Bids must be based on the use of materials specified, subject to the provisions of any addenda issued. If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacturer or use, or because the supply situation in the general market for such materials or equipment is affected, the Contractor shall offer substitutes therefore. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the project inspector.
- 13.2 No consideration will be given to the use of substitutes on account of market conditions, unless the Contractor demonstrates that for the item in question, he placed his order and submitted shop drawings without delay; that he has shown due diligence in attempting to locate the item as specified; and that the unavailability is due to market conditions in general throughout the particular industry.
- 13.3 If substitutes are used in the work, the compensations to be paid the Contractor shall be subject to review and adjustment. As a general principle, if the Project Inspector shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the Owner. Only under unusual circumstances shall there be an increase in compensation to the Contractor. Adjustments will be based on the cost of the appropriate items at the time the bids were opened.

#### **ARTICLE 14. Change in Scope of Project**

The Owner reserves the right to re-bid any portion of this project when alterations of design or the scope of the work is expanded to such a degree that additional costs are anticipated to exceed 10% of the Contract amount.

#### **ARTICLE 15. Change Orders**

No change order will be recognized without prior approval of the Owner. If the Contractor performs any work prior to receiving approval of the Owner, any such work will be at his own expense, and the Owner shall not consider any request for reimbursement.

## **ARTICLE 16. Right of Access**

The bidder, if awarded the Contract for this project, agrees that the representatives of the Environmental Protection Agency, the State of Indiana, and all other regulatory agencies will have access to the work whenever it is in preparation or progress, and that the Contractor will provide facilities for such access and inspections.

## **ARTICLE 17. Night and Weekend Work**

No night or weekend work (Saturday and Sunday) requiring the presence of a Project Supervisor Inspector will be permitted except in case of emergency, and then only to such extent as it is absolutely necessary, and with written approval of the Project Supervisor.

## **ARTICLE 18. Safety and Health Regulations**

The successful bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29 Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction."

## **ARTICLE 19. Suspension of Work by Owner**

The Project Supervisor or Inspector shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered detrimental to carrying out the provisions of the Contract. Additionally, the work or any portion thereof may be suspended at any time at the discretion of the Project Supervisor or Project Inspector. This stop order will be followed by written notice and reason for the stoppage.

## **ARTICLE 20. General Contractor's Liability**

Liability of Contractor for Employees: Each and every employee of the Contractor and each and every one of his Sub-contractors engaged in the said work shall for all purposes be deemed and taken to the exclusive servants of the Contractor and not for any purpose or in any manner be relieved from responsibility or liabilities on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such Subcontractor, or any material men whatsoever.

## **ARTICLE 21. Intent of the Contract Documents**

- 21.1 The Contract Documents, Specifications, and Instructions to Bidders are complementary and what is called for by one shall be as binding as if called for by all. The intention of the Contract Documents is to include in the Contract price of all labor and materials, water, fuel, tools, plants, equipment, light, transportation and all other expenses as may be necessary for the proper execution of the work.
- 21.2 In interpreting the Contract Documents, words describing material or work which have well known technical or trade meanings unless otherwise specifically defined in the Contract Documents shall be construed in accordance and with such well known meanings recognized by registered engineers and the trade.

## **ARTICLE 22. Compliance with the Law**

The Contractor shall give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work.

## **ARTICLE 23. Public Rights-of-Way**

In public thoroughfares, all operations of the Contractor, including those of temporary nature, must be confined within the applicable right-of-way limits. If the methods of construction employed by the Contractor are such as to require the use of land beyond the public thoroughfares, he shall make his own agreements with the property owners affected for the use of such additional land. The City Engineering Department shall be notified of any agreements for additional land use, and a copy of said agreements shall be provided to the Engineer upon request.

## **ARTICLE 24. Existing Utilities**

All existing public and private utility systems which conflict with the construction of the work herein described shall be relocated or temporarily removed and replaced as required. Such relocating or temporary removal and replacement shall be accomplished at the expense of the Contractor and the work shall be done by the public or private utility unless the utility approves in writing that the work may be done by the Contractor.

## **ARTICLE 25. Utility Protection**

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

## **ARTICLE 26. Interference with and Protection of Streets**

- 26.1 The Contractor shall not close any portion of a street, road, or private way without obtaining permits therefore from the proper authorities and without notifying the Police Department, Fire Department, Hospitals, Ambulance Services, etc., at least seventy-two (72) hours prior to the closing. If any street or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the City Engineer.
- 26.2 Streets, roads, private ways, walks, and alleys shall be maintained passable by the Contractor at his expense, and the Contractor shall assume full responsibility for the adequacy and safety of provisions made.
- 26.3 Where construction necessitates the temporary removal of mailboxes used by the U.S. Postal Service, said mailboxes shall be replaced within twenty-four (24) hours after filling in excavated or disturbed areas to an equal or better condition to the satisfaction of the City Engineer.

## **ARTICLE 27. Protection to Property**

Materials delivered shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvements are located or adjacent thereto, as the Engineer may direct in such a manner as to cause the least inconvenience and damage to property and to the general public,

and not within fifteen (15) feet of any fire hydrant. Public and private drives, street crossings, and walkways shall be kept open to the greatest degree possible.

#### **ARTICLE 28. Barricades**

The Contractor shall provide adequate signs, barricades, warning lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist. A snow fence shall be placed around all excavation at night and any time no one is working at the site.

#### **ARTICLE 29. Public Convenience**

The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and residents in the vicinity of the work, and to ensure the protection of person and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times.

#### **ARTICLE 30. Federal Labor Standards Provisions**

The project which the work covered by this contract pertains is being assisted by the United States of America and Federal Labor Standards Provisions will be included in this contract pursuant to the provisions applicable to such Federal Assistance. **Before calculating your bid, special attention should be given to the accompanying wage determination that lists the minimum rates at which all employees must be paid in distinct classifications.**

#### **ARTICLE 31. Compliance with Executive Order 11246**

During the performance of this contract, the Contractor agrees to comply with Executive Order 11246 which mandates that the Contractor will not discriminate against any employee or applicant because of race, creed, color, age, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, handicap, familial status or national origin. The complete Executive Order will become part of the contract documents.

**CONSTRUCTION CONTRACT**  
**PROJECT TITLE**

This Contract made this \_\_\_ day of \_\_\_, 20\_\_ by and between the Office of Community Development, City of Muncie, Indiana, (hereinafter referred to as the "Owner"), \_\_\_\_\_, (hereinafter referred to as the "Subrecipient"), and \_\_\_\_\_, (hereinafter referred to as the "Contractor").

**WITNESSETH**

That for and in consideration of the mutual covenants herewith enumerated, the Owner does hereby hire and employ the Contractor to furnish all materials, equipment and labor necessary to fully perform, and complete the construction described as follows:

---

**AS PER SPECIFICATIONS**

Construction will be performed according to the plans, standard specifications, drawings and any additional specifications which are on file in the office of Community Development, City of Muncie (hereinafter referred to as CD) and will also reflect any supplemental, general, or special provisions either set out or referred to in the Contractor's bid proposal to the Owner. The Contractor will be paid upon completion of this work, when done to these specifications. Instructions to Bidders and provisions referred to herein are made a part of this Contract the same as herein fully set forth. The Owner and Contractor expressly agree that CD shall have full authority to directly enforce the terms and conditions of this Contract for and on behalf of the Owner. Additionally, they agree that CD shall possess each and every right afforded to the Owner by this Contract, as well as any other right specifically provided herein.

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

Work to be performed shall be in accordance with drawings and specifications included with this bid packet and prepared by the Department of Community Development or their duly authorized architect(s) or engineer(s).

**SPECIFICATIONS / SUMMARY OF WORK**

The detailed project scope of work and specifications are included in ATTACHMENT \_\_\_.

**ARTICLE 1. Compensation**

The Owner agrees to pay to the Contractor the sum of \$\_\_\_\_\_ () based on the estimate unit quantities at the specified unit prices stated on the Contractor's attached proposal. The Contractor's attention is drawn to the fact that the estimate of quantities of work to be done and materials to be furnished as shown on the proposal form is approximate, and is given only as a basis of calculation upon which the award of the contract is made. Final contract amount will be

1 determined by actual measured quantities of work in place by a duly authorized representative of  
2 the Engineering Department. The Contractor shall not plead misunderstanding or deception  
3 because of these quantities, or because of the character, location, or other conditions pertaining  
4 thereto. Actual quantities paid for will be at the contract unit price or prices; or otherwise as  
5 agreed upon by the Contractor or the Owner. The right is reserved for the Owner to increase or  
6 decrease any or all of the above-mentioned quantities of work or to omit certain quantities, as it  
7 may deem necessary.  
8

9 **ARTICLE 2. Time of Performance**

10 The Contractor hereby agrees to commence work under this Contract within 30 days following the  
11 signing of this contract. Starting from the date of such conference, the Contractor has 30 days in  
12 order to complete the project and to remove all surplus materials and other clean-up work as so  
13 ordered by the Department.  
14

15 **ARTICLE 3. Contract Security**

16 Contract Security on this contract will consist of material and payment bond. On Contracts  
17 exceeding \$75,000.00 the Contractor shall furnish a performance bond in an amount of 100% of  
18 the Contract Price as security for faithful performance of the contract for a period of one year.  
19 Such security must be furnished at the Pre-Construction Conference.  
20  
21

22 **ARTICLE 4. Insurance**

23 The Contractor shall not commence any work until he obtains, at his own expense, all required  
24 insurance. Such insurance shall name the City as an additional named insured with regard to the  
25 operation(s) being performed, and insert a clause holding the City harmless. The Contractor will not  
26 permit any Subcontractor to commence work on this project until the same insurance requirements  
27 have been complied with by each Subcontractor. The Contractor shall furnish evidence of Insurance  
28 providing the following coverage and limits:

29 <b>Coverage</b>	<b>Limits</b>
30 Comprehensive General Liabilities 31 (Including Contractual)	\$500,000 each person \$500,000 each accident \$1,000,000 aggregate
34 Property Damage	\$500,000 each person \$1,000,000 aggregate Or \$500,000 CSL Bodily Injury & Property Damage
39 Workmen's Compensation	Statutory
41 Employer's Liability	\$250,000.00
43 Automobile Liability/Bodily Injury	\$500,000 each person \$500,000 each accident

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Excess (Umbrella) \$1,000,000

The Contractor and Subcontractor(s) are required to maintain the above insurance requirement until the project is completed and final payment is issued.

**ARTICLE 5. Termination for Default or Convenience**

5.1 The Department may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract close-out costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid to the Owner. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the Owner directs. The parties agree that the Owner shall not be liable for the cost of the Contractor doing business, his overhead, or salaries if this Contract is terminated.

5.2 If the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, the Department may terminate this Contract for default. Termination shall be effected by serving a "Notice of Termination" on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for services performed in accordance with the manner of performance set forth in this Contract.

5.3 In the event of a strike, fire, flood, or events which are not the fault of the Contractor, or events that make it impossible or impractical for the Contractor to complete said work on schedule, the Department, after setting up a new performance schedule, may allow the Contractor to continue work, or may treat the said events as a termination for convenience.

5.4 In accordance with 24 CFR 85.44 *Termination for Convenience*, this Agreement may also be terminated for convenience by either CD or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, CD determines that the remaining portion of the award will not accomplish the purpose for which the award was made; CD may terminate the award in its entirety.

**ARTICLE 6. Compliance with Executive Order 11246**

During the performance of this contract, the Contractor agrees as follows:

6.1 The Contractor will not discriminate against any employee or applicant because of race, creed, color, age, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, handicap, familial status or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, to be provided, setting forth the provisions of this nondiscrimination clause.



- 1 6.2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf  
2 of the Contractor, state that all qualified applicants will receive consideration for employment  
3 without regard to race, religion, color, sex, age, handicap, familial status or national origin.
- 4 6.3 The Contractor will send to each labor union or representative of workers with which he has  
5 a collective bargaining agreement of other contract or understanding, a notice advising the  
6 said labor union or worker's representatives of commitments under this section, and shall  
7 post copies of the notice in conspicuous places available to employees and applicants for  
8 employment.  
9
- 10 6.4 The Contractor will not discriminate against any employee or applicant for employment  
11 because he or she is a disabled veteran or a veteran of the Vietnam Era in regard to any  
12 position for which the employee or applicant for employment is qualified. The Contractor  
13 agrees to take affirmative action to employ, advance in employment, and otherwise treat  
14 qualified disabled veterans and veterans of the Vietnam Era without discrimination based  
15 upon their disability or veteran status in all employment practices such as the following:  
16 employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination,  
17 rates of pay or other forms of compensation, and selection for training, including  
18 apprenticeship.
- 19 6.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24,  
20 1965, and of the rules, regulations and relevant orders of the Secretary of Labor. No  
21 segregated facilities will be maintained as required by Title VI of Civil Rights Acts of 1964.
- 22 6.6 The Contractor will furnish all information and reports required by Executive Order 11246 of  
23 September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or  
24 pursuant thereto, and will permit access to his book, records, time cards, and accounts by  
25 the administering agency and the Secretary of Labor for the purposes of investigation to  
26 ascertain compliance with such rules, regulations and orders.
- 27 6.7 In the event of the Contractor's non-compliance with the non-discriminatory clauses of this  
28 Contract or with any of the said rules, regulations or orders, this Contract may be cancelled,  
29 terminated, or suspended in whole or in part and the Contractor may be declared ineligible  
30 for further grantee contracts or Federally assisted construction contracts in accordance with  
31 procedures authorized in Executive Order 11246 of September 24, 1965, and such other  
32 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of  
33 September 24, 1965, or by rule, regulations or order, of the Secretary of Labor, or as otherwise  
34 provided by law.
- 35 6.8 The Contractor will include the portion of the sentence immediately preceding paragraph (1)  
36 and the provisions of paragraphs (1) through (8) in every subcontract or purchase order  
37 unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to  
38 Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be  
39 binding upon each subcontractor or vendor. The Contractor will take such action with respect  
40 to any subcontract or purchase order as the administering agency may direct as a means of  
41 enforcing such provisions, including sanctions for noncompliance. Provided, however, that  
42 in the event a contractor becomes involved in, or is threatened with, litigation with a  
43 subcontractor or vendor as a result of such direction by the administering agency, the  
44 Contractor may request the United States to enter into such litigation to protect the interests  
45 of the United States.

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**ARTICLE 7. Federal Labor Standards Provisions**

The most recent labor wage decision is included in ATTACHMENT B.

**7.1 Applicability.** The project to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal Assistance.

**7.2 Minimum Wage Rates and Laborers.** All laborers and mechanics employed under the work covered by this Contract shall be paid unconditionally and not less than once each week. This will be without subsequent deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor pursuant to the Anti-kickback Act hereinafter identified. They must be paid the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference). This amount must be paid regardless of any contractual relationship, which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wage paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period, are deemed to be consecutively made or incurred during such weekly periods.

**7.3 Underpayment of Wages or Salaries.** The Department reserves the right to request canceled checks or other supporting documentation to verify that amounts reflected on certified payrolls were indeed paid to employees. When requested, such documentation will be presented to the Board prior to release of final payment. In case of underpayment of wages by the Contractor or subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Department, in addition to such other rights as may be afforded it under this Contract, shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Department may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Department, for and on account of the Contractor or the subcontractor (as may be appropriate) to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

**7.4 Anticipated Costs of Fringe Benefits.** If the Contractor does not make payments to a trustee or other third party, he/she may consider as part of the wages of any laborer or mechanic the amount of any costs reasonable anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is part of this Contract; provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any finding made by the Secretary of Labor in respect to fringe benefits being provided by

1 the Contractor must be submitted to the Board with the first payroll filed by the Contractor  
2 subsequent to receipt of the findings.

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4 **7.5 Overtime Compensation Required by Contractor Work Hours and Safety Standards Act (76**  
5 **Stat. 357-360: Title U.S.C., Section 327-332)**

6 A. **Overtime Requirements.** No Contractor or subcontractor contracting for any part of  
7 the Contract work which may require or involve the employment of laborers of  
8 mechanics, including watchmen and guards, shall require or permit any laborer or  
9 mechanic in any work week in which he is employed on such work to work in excess  
10 of forty (40) hours in such work week unless such laborer or mechanic receives  
11 compensation at a rate not less than one and one-half times the basic rate of pay for  
12 all hours worked in excess of 40 hours in such work week, as the case may be.

13 B. **Violation.** Liability for unpaid wage liquidated damages. In the event of any violation  
14 of the clause set forth in paragraph (a) the Contractor and any subcontractor  
15 responsible therefore shall be liable to: (1) Any affected employee for his/her unpaid  
16 wages, and (2) The United States for liquidated damages. Such liquidated damages  
17 shall be computed with respect to each individual laborer and mechanic employed in  
18 violation of the clause set forth in paragraph (a) in the sum of \$10.00 for each  
19 calendar day on which such employee was required or permitted to work in excess  
20 of the standard work-week of forty (40) Hours without payment of the overtime  
21 wages required by the clause set forth in paragraph (a). This amount may be  
22 deducted from final payment to the Contractor.

23 C. **Withholding for Liquidated Damages.** The Owner shall withhold or cause to be  
24 withheld, from any monies payable on account of work performed by the Contractor  
25 or subcontractor, such sums as may administratively be determined to be necessary  
26 to satisfy any liabilities of such Contractor or subcontractor for liquidated damages  
27 as provided in the clause set forth in paragraph (b).

28 D. **Subcontractors.** The Contractor shall insert in any subcontracts the clauses set forth  
29 in paragraphs (a)(b) of this Section and also a clause requiring the subcontractor to  
30 include these clauses in any lower tier subcontracts which they may enter into,  
31 together with a clause requiring this insertion in any further subcontract that may in  
32 turn be made.

33 **7.6 Employment of Apprentices/Trainees**

34 A. **Apprentices.** Apprentices will be permitted to work at less than the predetermined  
35 rate for the work they performed when they are employed and individually registered  
36 with the U.S. Department of Labor, Manpower Administration, Bureau of  
37 Apprenticeship and Training, or with a State Apprenticeship Agency recognized by  
38 the Bureau, or if a person is employed in his first ninety (90) days of probationary  
39 employment as an apprentice in such an Apprenticeship Agency (where appropriate)  
40 to be eligible for probationary employment as an apprentice. The allowable ratio of  
41 apprentices to journeymen in any craft classification shall not be greater than the  
42 ratio permitted to the Contractor as to his/her entire work force under the registered  
43 program. Any employee listed on a payroll at an apprentice wage rate, who is not a  
44 trainee as defined in subdivision (2) of this subparagraph or is not registered of  
45 otherwise employed as stated above, shall be paid the wage rate determined by the

1 Secretary of Labor for the classification of work he/she actually performed. The  
2 Contractor or subcontractor will be required to furnish to the contracting officer or a  
3 representative of the Wage Hour Division of the U.S. Department of Labor written  
4 evidence of the registration of his/her program and apprentices as well as the  
5 appropriate ratios and wage rates (expressed in percentages of the journeymen  
6 hourly rates) for the area of construction prior to using any apprentices on the  
7 Contract work. The wage rate paid to apprentices shall be not less than the  
8 appropriate percentage of the journeymen's rate contained in the applicable wage  
9 determination.

10 B. **Trainees.** Except as provided in 29 CFR 5.15, trainees will not be permitted to work  
11 at less than the predetermined rate for the work performed unless they are employed  
12 pursuant to and individually registered in a program which has received prior  
13 approval, evidenced by formal certification, by the U.S. Department of Labor,  
14 Manpower Administration, Bureau of Apprentice and Training. The ratio of trainees  
15 to journeymen shall not be greater than permitted under the plan approved by the  
16 Bureau of Apprenticeship and Training. Every trainee must be paid at not less than  
17 the rate specified in the approved program for his/her level of progress. Any  
18 employee listed on the payroll at a trainee rate who is not registered in participating  
19 in a training plan approved by the Bureau of Apprenticeship and Training shall be paid  
20 not less than the wage rate determined by the Secretary of Labor for the classification  
21 of work he actually performed. The Contractor or subcontractor will be required to  
22 furnish the contracting officer or a representative of the Wage-Hour Division of the  
23 U.S. Department of Labor written evidence of the certification of his/her program, the  
24 registration of the trainees, and the ratio and wage rates prescribed in that program.  
25 In the event the Bureau of Apprenticeship and Training withdraws approval of a  
26 training program, the Contractor will no longer be permitted to utilize trainees at less  
27 than the applicable predetermined rate for the work performed until an acceptable  
28 program is approved.

29 C. **Equal Employment Opportunity.** The utilization of apprentices, trainees and  
30 journeymen under this part shall be in conformity with the equal employment  
31 opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part  
32 30.

33 7.7 **Employment of Certain Persons Prohibited.** No person under the age of sixteen years and  
34 no person who, at the time, is serving sentence in a penal or correctional institution shall be  
35 employed on work covered by this Contract.

36 7.8 **Regulations Pursuant to So-Called "Anti-Kickback Act".** The Contractor shall comply with  
37 the applicable regulations of the Secretary of Labor, United States Department of Labor,  
38 made pursuant to the So-called "Anti-Kickback Act" of June 13, 1934, \*48 Stat/ 948" 862; Title  
39 40 U.S.C., Section 276(c), and any amendments or modifications thereof shall cause  
40 appropriate provisions to be inserted in subcontracts to ensure compliance therewithal by  
41 all subcontractors subject thereto, and shall be responsible for the submission of affidavits  
42 required by subcontractors thereunder, except as for the submission of affidavits required  
43 by subcontractors thereunder, except as said Secretary of Labor may specifically provide for  
44 reasonable limitations, variations, tolerances, and exemptions form the requirements  
45 thereof.

- 1 7.9 **Employment of Laborers for Mechanics not Listed in Aforesaid Wage Determination**  
2 **Decision.** Any class of laborer or mechanic which is not listed in the wage determination and  
3 which is to be employed under the Contract will be classified or reclassified conformably to  
4 the wage determination by the Board and a report of the action taken shall be submitted by  
5 the Board through the Secretary of Housing and Urban Development, to the Secretary of  
6 Labor, United States Department of Labor. In the event the interested parties cannot agree  
7 on particular class of laborers and mechanics to be used, the question accompanied by the  
8 recommendation of the Board shall be referred, through the Secretary of Housing and Urban  
9 Development, to the Secretary of Labor for final determination.
  
- 10 7.10 **Fringe Benefits not expressed as Hourly Wage Rates.** The Owner shall require, whenever  
11 the minimum wage rate prescribed in the Contract for a class of laborers or mechanics  
12 includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is  
13 obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof  
14 to agree upon a cash equivalent to the fringe benefit, the question, accompanied by the  
15 recommendation of the Board, shall be referred, through the Secretary of Housing and Urban  
16 Development, to the Secretary of Labor for determination.
  
- 17 7.11 **Posting Wage Determination Decisions and Authorized Wage Deduction.** The applicable  
18 wage poster of the Secretary of Labor, United States Department of Labor, and the applicable  
19 wage determination decisions of said Secretary of Labor with respect to the various  
20 classifications of laborers and mechanics employed and to be employed upon the work  
21 covered by this Contract, and a statement showing all deductions, if any, in accordance with  
22 the provisions of this Contract, to be made from wages actually earned by persons so  
23 employed in such classifications, shall be posted at appropriate conspicuous points at the  
24 site of the work.
  
- 25 7.12 **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom  
26 the wage, salary, or other labor standards provisions of this Contract are applicable shall be  
27 discharged or in any other manner discriminated against by the Contractor or any  
28 subcontractor because such employee filed any complaint or instituted or caused to be  
29 instituted any proceeding or has testified or is about to testify in any proceeding under or  
30 relating to the labor standards applicable under this Contract to his/her employer.
  
- 31 7.13 **Claims and Disputes Pertaining to Wage Rates.** Claims and disputes pertaining to wage  
32 rates or to classifications of laborers and mechanics employed upon the work covered by  
33 this Contractor shall be promptly reported by the Contractor in writing to the Department for  
34 referral by the latter to the Secretary of Housing and Urban Development to the Secretary of  
35 Labor, United States Department of Labor, whose decision shall be final with respect thereto.
  
- 36 7.14 **Questions Concerning Certain Federal Statutes and Regulations.** All questions arising  
37 under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-  
38 Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-  
39 Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of  
40 Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent  
41 Federal statute, shall be referred, through the Department and the Secretary of Housing and  
42 Urban Development, to the Secretary of Labor, United States Department of Labor, for said  
43 Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied  
44 upon for the purposes of this Contract.

- 1 7.15 **Payrolls and Basic Payroll Records of Contractor and Subcontractors.** The Contractor and  
2 each subcontractor shall prepare his/her payrolls on forms satisfactory to and in accordance  
3 with instructions to be furnished by the Owner. The Contractor shall submit weekly to the  
4 Department certified copies of all payrolls of the Contractor and the subcontractors, it being  
5 understood that the Contractor shall be responsible for the submission of copies of payrolls  
6 of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance"  
7 set forth in Section 3.3 of title 29, Code of Federal Regulations. The payrolls, time cards, and  
8 basic payroll records of the Contractor and each subcontractor covering all laborers and  
9 mechanics employed upon the work covered by the Contract shall be maintained during the  
10 course of the work and preserved for a period of three years thereafter. Such payrolls and  
11 basic payroll records shall contain the name and address of each such employee, his/her  
12 correct classification(s), rate of pay (including rates of contributions or costs anticipated of  
13 the types described in Section 1 (b)(2) of the Davis-Bacon Act), daily and weekly number of  
14 hours worked in each classification, deductions made, and actual wage paid. In addition,  
15 whenever the Secretary of Labor has found under Section 5.5 (a)(1)(iv) of Title 29, Code of  
16 Federal Regulations, that the wages of any laborer or mechanic include the amount of any  
17 costs reasonably anticipated in providing benefits under a plan or program described in  
18 Section 1 (b)(2)(b) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain  
19 records which show that the commitment to provide such benefits is enforceable, that the  
20 plan or program is financially responsible, and that the plan or program has been  
21 communicated in writing to the laborers or mechanics affected, and records which show the  
22 costs anticipated or the actual cost incurred providing benefits. The Contractor and each  
23 subcontractor shall make his employment records and time cards with respect to persons  
24 employed by him/her under the work covered by this Contract, available for inspection by  
25 authorized representatives of the Secretary of Housing and Urban Development, the Board  
26 and U.S. Department of Labor. Such representatives shall be permitted to interview  
27 employees of the Contractor or of any subcontractor during working hours on the job. Such  
28 interviews shall be sufficient in scope to resolve satisfactorily questions concerning  
29 compliance.
- 30 7.16 **Specific Coverage of Certain Types of Work by Employees.** The transporting of materials  
31 and supplies to or from the site of the Project to which this Contract pertains by employees  
32 of the Contractor or of any subcontractor, and the manufacturing of furnishing of materials,  
33 articles, supplies, or equipment on the site of the Project to which this Contract pertains by  
34 persons employed by the Contractor or by any subcontractor, shall, for the purposes of this  
35 Contract, and without limiting the generality of the foregoing provisions of this Contract, be  
36 deemed to be work to which these Federal Labor Standards Provisions are applicable.
- 37 7.17 **Ineligible Contractors.** The Contractor shall not subcontract any part of the work covered by  
38 this Contract or permit subcontracted work to be further subcontracted without the  
39 Departments prior written approval of the subcontractor. The Owner will not approve any  
40 subcontractor for work covered by this Contract who is at the time ineligible under the  
41 provisions of any applicable regulations issued by the Secretary of Labor, United States  
42 Department of Labor, of the Secretary of Housing and Urban Development, to receive an  
43 award of such Contract.
- 44 7.18 **Provisions to be Included in Certain Subcontracts.** The Contractor shall include or cause to  
45 be included in each subcontract covering any of the work covered by this Contract, provisions  
46 which are consistent with these Federal Labor Standards Provisions and also a clause

1 requiring the subcontractors to include such provisions in any lower tier subcontracts which  
2 they may enter into, together with a clause requiring such insertion in any further  
3 subcontracts that may in turn be made.

- 4 7.19 **Breach of Foregoing Federal Labor Standards Provision.** In addition to the causes for  
5 termination of this Contract as herein elsewhere set forth, the Department reserves the right  
6 to terminate this Contract if the Contractor or any Subcontractor whose subcontract covers  
7 any of the work covered by this Contract shall breach any of the Federal Labor Standards  
8 Provisions. A breach of these Labor Standards Provisions may also be grounds for  
9 debarment as provided by the applicable regulations issued by the Secretary of Labor, United  
10 States Department of Labor.  
11

## 12 **ARTICLE 8. Section 3 Clause - Contracts over \$100,000**

- 13 8.1 The work to be performed under this contract is subject to the requirements of section 3 of  
14 the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).  
15 The purpose of section 3 is to ensure that employment and other economic opportunities  
16 generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the  
17 greatest extent feasible, be directed to low- and very low-income persons, particularly  
18 persons who are recipients of HUD assistance for housing.
- 19 8.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which  
20 implement section 3. As evidenced by their execution of this contract, the parties to this  
21 contract certify that they are under no contractual or other impediment that would prevent  
22 them from complying with the part 135 regulations.
- 23 8.3 The contractor agrees to send to each labor organization or representative of workers  
24 with which the contractor has a collective bargaining agreement or other understanding,  
25 if any, a notice advising the labor organization or workers' representative of the  
26 contractor's commitments under this section 3 clause, and will post copies of the notice  
27 in conspicuous places at the work site where both employees and applicants for training  
28 and employment positions can see the notice. The notice shall describe the section 3  
29 preference, shall set forth minimum number and job titles subject to hire, availability of  
30 apprenticeship and training positions, the qualifications for each; and the name and  
31 location of the person(s) taking applications for each of the positions; and the anticipated  
32 date the work shall begin.
- 33 8.4 The contractor agrees to include this section 3 clause in every subcontract subject to  
34 compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as  
35 provided in an applicable provision of the subcontract in this section 3 clause, upon a finding  
36 that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor  
37 will not subcontract with any subcontractor where the contractor has notice or knowledge  
38 that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 39 8.5 The contractor will certify that any vacant employment positions, including training positions,  
40 that are filled (1) after the contractor is selected but before the contract is executed, and (2)  
41 with persons other than those to whom the regulations of 24 CFR part 135 require  
42 employment opportunities to be directed, were not filled to circumvent the contractor's  
43 obligations under 24 CFR part 135.

- 1 8.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions,  
2 termination of this contract for default, and debarment or suspension from future HUD  
3 assisted contracts.
- 4 8.7 With respect to work performed in connection with section 3 covered Indian housing  
5 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25  
6 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b)  
7 requires that to the greatest extent feasible (i) preference and opportunities for training and  
8 employment shall be given to Indians, and (ii) preference in the award of contracts and  
9 subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.  
10 Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree  
11 to comply with section 3 to the maximum extent feasible, but not in derogation of compliance  
12 with section 7(b).

14 **ARTICLE 9. Retention, Audit, and Inspection of Records**

- 15 9.1 The Subrecipient and Contractor shall maintain all records required by the Federal  
16 regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under  
17 this Agreement. Such records shall include but not be limited to:
  - 18 A. Records providing a full description of each project undertaken, including work write-  
19 ups, picture of project asset or area, documentation on all necessary licenses and  
20 permits, and site visit/inspection reports (including final inspection);
  - 21 B. Records demonstrating clientele eligibility for services provided, including, but not  
22 limited to, application, client name, address, number of household members,  
23 verification of income of all household members age 18 or older, percent of median  
24 income according to current published HUD Income Limits for Muncie MSA,
  - 25 C. Records verifying property ownership, Beacon Report, current property taxes and  
26 sewage, proof of insurance;
  - 27 D. Records documenting activities and services provided daily, such as client records  
28 and staff time cards or other CD-approved staff time records; When Subrecipient  
29 staff have work time unrelated to this contract and paid by other funding sources,  
30 time and payroll records shall demonstrate that funds from this contract are only  
31 paying for services covered herein.
  - 32 E. Records to document demographics of program beneficiaries, including race and  
33 ethnicity.
  - 34 F. Records documenting compliance with the fair housing and equal opportunity  
35 components of the CDBG program, including records of persons denied services and  
36 reason(s);
  - 37 G. Financial records as required by 24 CFR 570.502, and 2 CFR 200.327 (formerly 24  
38 CFR 84.21-28), and record of disbursements from all funding sources for services  
39 under this Agreement; and
  - 40 H. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- 41 9.2 The Subrecipient and Contractor shall retain all financial records, supporting documents,  
42 statistical records, and all other records pertinent to the Agreement for a period of four (4)  
43 years. The retention period begins on the date of the submission of CD's annual performance



1 and evaluation report to HUD in which the activities assisted under the Agreement are  
2 reported on for the final time.

3 A. Notwithstanding the above, if there are claims, litigation, audits, negotiations or other  
4 actions that involve any of the records cited and that have started before the  
5 expiration of the four-year period, then such records must be retained until  
6 completion of the actions and resolution of all issues, or the expiration of the four-  
7 year period, whichever occurs later.

8 9.3 The Subrecipient and Contractor understand that client information collected under this  
9 contract is private and the use or disclosure of such information, when not directly connected  
10 with the administration of CD's or Subrecipient's or Contractor's responsibilities with respect  
11 to services provided under this contract, is prohibited by the Privacy Act of 1974 as amended,  
12 unless written consent is obtained from such person receiving service and, in the case of a  
13 minor, that of a responsible parent/guardian.

14 9.4 The Subrecipient's and Contractor's obligation to CD shall not end until all close-out  
15 requirements are completed. Activities during this close-out period shall include, but are not  
16 limited to: making final payments, disposing of program assets (including the return of all  
17 unused materials, equipment, unspent cash advances, program income balances, and  
18 accounts receivable to CD), submission of final Subrecipient and Contractors reports to CD,  
19 and determining the custodianship of records. Notwithstanding the foregoing, the terms of  
20 this Agreement shall remain in effect during any period that the Subrecipient and/or  
21 Contractor has control over CDBG funds, including program income.

22 9.5 All Subrecipient and Contractor records with respect to any matters covered by this  
23 Agreement shall be made available to CD, grantor agency, the U.S. Department of Labor, the  
24 Comptroller General of the United States or any of their authorized representatives, or Indiana  
25 State Board of Accounts at any time during normal business hours, as often as deemed  
26 necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any  
27 deficiencies noted in audit reports must be fully cleared by the Subrecipient and/or  
28 Contractor within 30 days after receipt by the Subrecipient of written notice thereof. Failure  
29 of the Subrecipient to comply with the above audit requirements will constitute a violation of  
30 this contract and may result in the withholding of future payments and/or debarment. The  
31 Subrecipient hereby agrees to have an annual agency audit conducted in accordance with  
32 current City policy concerning Subrecipient audits and OMB Circular A-133.

33 A. A-133 AUDIT REQUIREMENTS: Nonprofit agencies for fiscal years that start after  
34 12/21/2003, in accordance with the Office of Management and Budget Circular  
35 A-133, the Federal Government requires that organizations expending \$500,000  
36 or more in Federal financial assistance in a fiscal year must secure audit. For  
37 fiscal years that start after 12/31/2014, the Federal Government requires that  
38 organizations expending \$750,000 or more in Federal financial assistance in a  
39 fiscal year must secure an audit. All Federal Funds received by the organization,  
40 whether directly from a Federal agency or passed through a state or local  
41 government or some nonprofit organizations are counted toward the  
42 \$500,000/\$750,00 threshold. If the Borrower is required to conduct an audit in  
43 accordance with either OMB Circular A-128 or OMB Circular A-133, the following  
44 language should be included in the request for audit proposals and/or

engagement letter: "This audit is to be conducted in accordance with Government Auditing Standards and OMB Circular A-133 (or A-128, as appropriate)".

A copy of the audited financial statements and the auditor's opinion letter should be submitted to the Department within forty-five (45) days of their completion.

**ARTICLE 10. Responsibility for Damage Claims**

The Contractor shall save and hold harmless the City and its officers, agents and employees from and against all suits or claims that may be based upon alleged injury to any person or property that may occur, or may be alleged to have occurred, in the course of the performance of this Contract by the Contractor, whether such claims shall be made by an employee of the Contractor; and the charges of attorneys and all other costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the City or any of its officers, and expenses, satisfy and discharge the same.

**ARTICLE 11. Removal of Defective and Unauthorized Work**

11.1 **Defective Work** - Whenever inspections show that portions of the work were not constructed in compliance with the terms of this Contract or specifications, the Owner will require the Contractor to remove and replace such portions, and any expense incurred by such correction will be borne by the Contractor.

11.2 **Unauthorized Work** - Work done beyond the plans or as otherwise given, will be considered unauthorized and at the expense of the Contractor, and will not be paid for by the Owner. Work so done may be ordered removed and replaced at the Contractor's expense. Should the Contractor fail to remove or renew defective material or work, or unauthorized work, within the time specified, the Owner shall have authority to cause such work to be done at the Contractor's expense, or to default this Contract.

**ARTICLE 12. Workmanship**

Contractor shall have competent supervision on the job at all times to direct the work. The construction methods used and workmanship performed shall conform to the best-accepted practice and specification for the work to be performed.

**ARTICLE 13. Protection of Work and Safety Measures**

Contractor shall use care and diligence and shall see that all work performed shall at all times be guarded and protected from any and all loss or damage until the work done is accepted by the Owner. Any loss of or damage to the work performed prior to its acceptance by the Owner due to Contractor's failure to properly guard or protect such work shall be made good by Contractor at his own expense.

**ARTICLE 14. Percentage of Work to be Performed by Prime Contractor**

At least 51% of this Contract must be performed by the Prime Contractor with whom this Contract is made.

1 **ARTICLE 15. Warranty of Construction**

2 In addition to any other warranties set out elsewhere in this Contract, the Contractor warrants that  
3 the work performed under this Contract conforms to the Contract requirements and is free of any  
4 defect of equipment, material, or design furnished, or workmanship performed by the Contractor or  
5 any of his subcontractors or suppliers at any tier. Such warranty shall continue for a period of one  
6 year from the date of final acceptance of the work, but with respect to any part of the work of which  
7 the Owner takes possession and use, such warranty shall start on the date of possession. Under this  
8 warranty, the Contractor shall remedy at his own expense any such failure to conform to Contract  
9 requirements or any such defect of equipment, material, workmanship or terms of this clause. The  
10 Contractor's warranty with respect to work repaired or replaced hereunder will run for one year from  
11 the date of such repair or replacement.

12 15.1 The Owner shall notify the Contractor in writing within a reasonable time after the discovery  
13 of any failure, defect, or damage.

14 15.2 Should the Contractor fail to remedy any failure, defect or damage described in Article 10  
15 within a reasonable time (as determined by the Owner) after receipt of notice thereof, the  
16 Owner shall have the right to replace, repair, or otherwise remedy such failure, defect, or  
17 damage at the Contractor's expense and to recover such cost from the Contractor.

18 15.3 In addition to the other rights and remedies provided by this clause, all subcontractor,  
19 manufacturer and supplier warranties, expressed or implied, respecting any work and/or  
20 materials shall, at the direction of the Owner, be enforced by the Contractor for the benefit of  
21 the Owner. In such case, if the Contractor's warranty under Article 11 above should expire  
22 prior to the extended warranties, the Contractor shall execute such warranties with the Owner  
23 and its successors named in the warranty provisions.

24 15.4 Notwithstanding any other provision of this clause, unless such a defect is caused by the  
25 negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor  
26 shall not be liable for the repair or any damage which results from such defect in Owner-  
27 furnished material or design.

28 15.5 The Warranty specified herein shall not limit the Owner's rights under this Contract with  
29 respect to latent defects, gross mistake or fraud.  
30

31 **ARTICLE 16. Contract Documentation**

32 The Contractor shall furnish upon request, any documentation relating to his performing as a  
33 Contractor or Subcontractor under this Contract. The requested information may be, but is not  
34 limited to the following: payroll records, material invoices, subcontract agreements with pertinent  
35 attachments, and Section 3 Compliance documentation.  
36

37 **ARTICLE 17. Illegal Immigration Reform and Immigration Responsibility**

38 The Contractor understands and agrees that it is required to enroll in and verify the work eligibility  
39 status of all employees hired after the date of this contract through the E-verify program. This  
40 requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this  
41 paragraph, the E-Verify program means the electronic verification of work authorization program  
42 of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208),  
43 Division C, Title IV, s. 403 (a), as amended, operated by the United States Department of Homeland

1 Security or a successor work authorization program designated by the United States Department  
2 of Homeland Security or other federal agency authorized to verify the work authorization status  
3 of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).  
4 An authorized representative of the Contractor has signed the affidavit attached hereto  
5 concerning the employment of unauthorized.  
6

## 7 **ARTICLE 18. Debarment and Suspension**

8 A contract award (see 2 CFR 180.220) must not be made to parties listed on the government  
9 wide Excluded Parties List System in the System for Award Management (SAM), in accordance  
10 with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986  
11 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The  
12 Excluded Parties List System in SAM contains the names of parties debarred, suspended, or  
13 otherwise excluded by agencies, as well as parties declared ineligible under statutory or  
14 regulatory authority other than Executive Order 12549. To do this the Contractor must go to  
15 [www.sam.gov](http://www.sam.gov), print off pages showing its contractors and sub-contractors are or are not  
16 debarred, suspended, proposed for debarment, declared in-eligible, or voluntarily excluded from  
17 participating in this transaction by the Department of any Federal Agency before any work can  
18 begin on a project.  
19

## 20 **ARTICLE 19. Use and Reversion of Assets**

21 The use and disposition of real property and equipment under this Agreement shall be in  
22 compliance with the requirements of 2 CFR Part 200 24 (formerly CFR Part 84) and 24 CFR  
23 570.502, 570.503, 570.504, and 570.505, as applicable, which include but are not limited to the  
24 following:

- 25 19.1 The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any  
26 accounts receivable attributable to the use of funds under this Agreement at the time of  
27 expiration, cancellation, or termination.
- 28 19.2 When real property within the subrecipient's control which was acquired or improved in  
29 whole or in part using CDBG funds in excess of \$25,000. These standards shall apply  
30 from the date CDBG funds are first spent for the property until five (5) years after  
31 closeout of an entitlement recipient's participation in the entitlement CDBG program or,  
32 with respect to other recipients, until five (5) years after the closeout of the grant from  
33 which the assistance to the property was provided.
- 34 A. A subrecipient may not change the use or planned use of any such property  
35 (including the beneficiaries of such use) from that for which the acquisition or  
36 improvement was made unless the recipient provides affected citizens with  
37 reasonable notice of, and opportunity to comment on, any proposed change, or
- 38 1. The new use of such property qualifies as meeting one of the national  
39 objectives in § 570.208 and is not a building for the general conduct of  
40 government; or

- 1                    2.     The subrecipient determines, after consultation with affected citizens,  
2                                    that it is appropriate to change the use of the property to a use which  
3                                    does not qualify under section (A)(1) of this article, it may retain or  
4                                    dispose of the property for the changed use if the recipient's CDBG  
5                                    program is reimbursed in the amount of the current fair market value of  
6                                    the property, less any portion of the value attributable to expenditures of  
7                                    non-CDBG funds for acquisition of, and improvements to, the property.
  
- 8                    B.     If the change of use occurs after closeout, the provisions governing income from  
9                                    the disposition of the real property in § 570.504(b)(4) or (5), as applicable, shall  
10                                    apply to the use of funds reimbursed.
  
- 11                    C.     The Subrecipient must have or develop procedures for managing equipment  
12                                    (including replacement equipment), whether acquired in whole or in part under a  
13                                    Federal award, until disposition takes place will, as a minimum, meet the  
14                                    following requirements:
  - 15                                    1.     Property records must be maintained that include a description of the  
16    property, a serial number or other unique identification number, the  
17    source of funding for the property, who holds title, the acquisition date,  
18    and cost of the property, percentage of Federal participation in the project  
19    costs for the Federal award under which the property was acquired, the  
20    location, use and condition of the property, and any ultimate disposition  
21    data including the date of disposal and sale price of the property.
  
- 22                    D.     A control system must be developed to ensure adequate safeguards to prevent  
23                                    loss, damage, or theft of the property. Any loss, damage, or theft must be  
24                                    investigated.
  
- 25                    E.     Following the reimbursement of the CDBG program in accordance with section  
26                                    (A)(2) of this article, the property no longer will be subject to any CDBG  
27                                    requirements.
  
- 28

**ACKNOWLEDGMENT**

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**MUNICIPALITY**

Name:  
Title: Director  
Department: Office of Community Development  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBRECIPIENT**

Name:  
Title:  
Organization:  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTRACTOR**

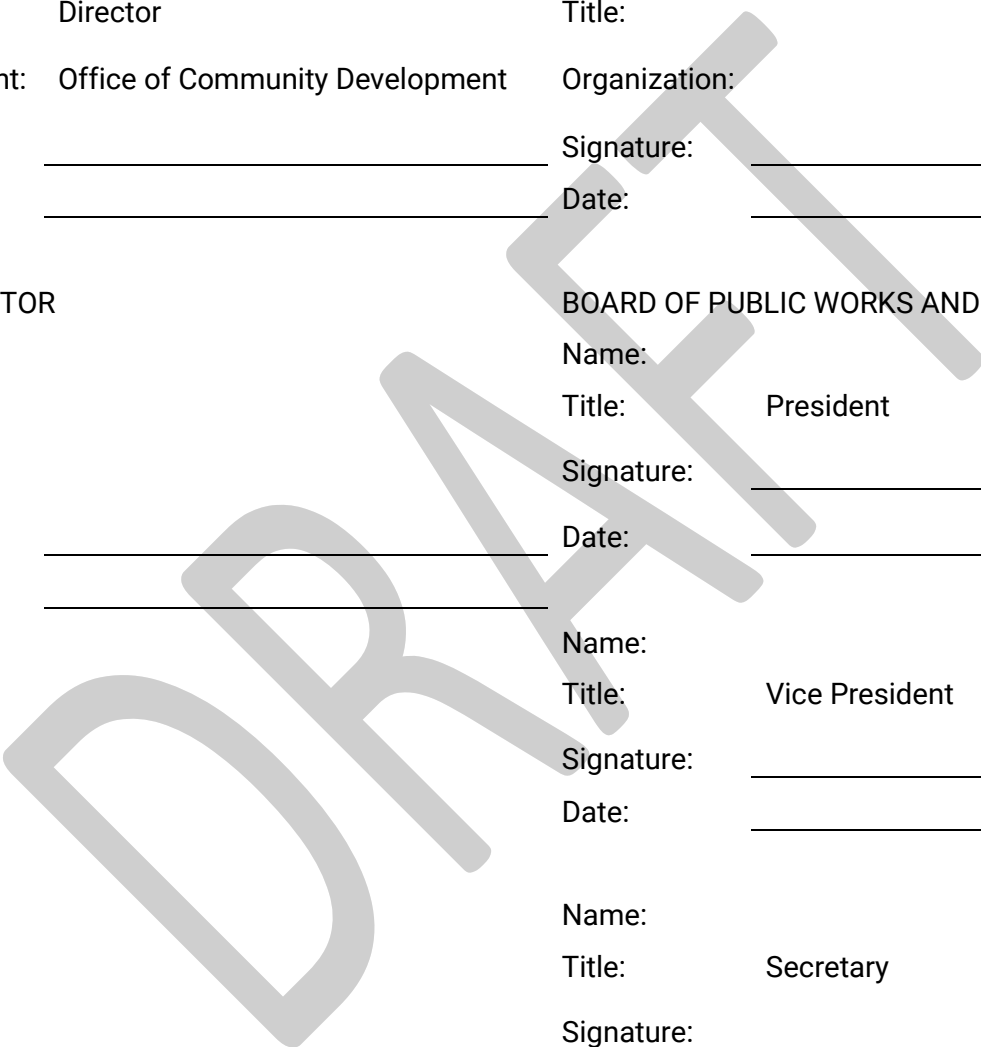
Name:  
Title:  
Company:  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**BOARD OF PUBLIC WORKS AND SAFETY**

Name:  
Title: President  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name:  
Title: Vice President  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name:  
Title: Secretary  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



# SCOPE OF WORK

## Overview

The City of Muncie, in an effort to provide a variety of recreational activities to its citizens, is seeking proposals for the design and construction of a Splash Pad at Cooley Park located in the 1400 Block S. Mock Avenue, Muncie, IN 47302.

## Project Scope Statement

This Request for Proposal consists of the design, supply and installation of splash pad. In conjunction with the Splash Pad, City of Muncie is contracting separately for the site work (rough prep for Splash Pad) and (restrooms) structure to augment the Splash Park. The separate contract will include the provision of utilities to within ten (10) feet of the designated connection points for the Splash Pad.

## General

Proposals will be expected to provide conceptual and detailed design, supply and installation of splash pad equipment as necessary for the complete functioning of the splash pad system. In addition, it is required that incidental and minor items, specified or implied by the nature of this type of work, be completed within the Proposer's scope of work.

A high degree of coordination between the successful Proposer and City of Muncie will be required.

## Project Contact

The Proposer shall direct any and all questions relating to this quote via email no later than two (2) business days prior to the closing date. Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this request for quotes, the Proposer shall, as it is discovered, notify the Project Manager, via email, requesting instruction, decision, direction or clarification of the same.

The Project Manager's email address is: [cityengineer@cityofmuncie.com](mailto:cityengineer@cityofmuncie.com)

## Location and Design

The Cooley Park is centrally located and can be easily accessed by both residents and visitors. The existing services and amenities in the park include a Recreation Center, basketball court, soccer field, baseball field and pavilions.

Proposers are encouraged to familiarize themselves with proposed location and the surrounding neighborhood context. Designs should note the aesthetic environment of the park and reference in the overall design approach as submitted in their proposal.

The splash pad must be designed with the following operational system:

Flow-Through-no dichlorination unit to be utilized. Water to be discharged to the closest storm sewer manhole into municipal water system. (Refer to drawings) 2" waterline compatible.

Re-circulating splash pad system are not acceptable. Significant emphasis should be placed on water conservation measures.

### **Play Zone – General**

This area shall be designated for the demographics as determined by the Proposer. At a minimum, 2-5 year old and 6-12 year old cohorts should be considered.

The splash pad must be operable "on-demand" during established operating times by means of accessible above-grade push buttons on a weather and vandal-resistant activator. At-grade activators are not acceptable.

The controller shall be programmed with an automated sequencing of water features that is initiated by the activator. Each sequence shall include a minimum of two (2) minutes of features control or shall involve multiple water elements. Programming shall be completed by the Proposer.

### **Project Requirements and Specifications - General**

Proposer scope of services shall include, and be in accordance with:

- a) Meeting with Owner to discuss design details and secure final design approval within the submitted budget;
- b) Supply a list of component parts and replacement costs; and
- c) Provide complete set of "As-Built" drawings (CAD file and PDF version), an Operational and Maintenance manual for approval by the Owner, prior to release of final payment.

### **Part 1: GENERAL CLAUSES**

The aquatic play products shall be suitable for installation in municipal and commercial aquatic facilities and public play areas.

Products shall be specifically designed for the use by children, adults, and follow the ASTM F2461-09 norm. In addition, products shall be manufactured by a company that has at least five (5) years of experience in the design and engineering of children's aquatic play areas.

Any aquatic play product belonging to a new product line or series should demonstrate meeting the effective norm or show the conformity and resistance of the prescribed materials if it is



proposed equivalency. The contractor or manufacturer must demonstrate meeting specifications by technical documents and drawings to be included their bid proposal

## **1.1 PRODUCT CONSTRUCTION**

- A. Play Products: All aquatic products installed above and below grade shall be manufactured from 304/304L stainless steel. The anchoring system shall be manufactured from 304/304L stainless steel. Rigid centricast fiber reinforced (FRP) and/or molded fiberglass, PVC, filament wound tubing. Galvanized Steel, or Aluminum shall not be utilized for any above or below grade plan product structures.
- B. Mounting and Assembly Hardware: All hardware and anchoring systems shall be 304/304L or 316 stainless steel. All Play Products and Ground Spray systems shall include an integrated anchoring and leveling system facilitating installation and a flush surface finish. Exposed and accessible hardware shall be tamper resistant, requiring a special tool for removal to deter vandalism and theft.
- C. Spray nozzles, caps and heads: Shall be manufactured from lead free brass, UHMWPE or Polyurethane and shall use tamper resistant tools for installation and removal. PVC, Nylon, and Delrin, shall not be utilized. All grade level play products are to be furnished with appropriate winterization caps.
- D. Painted Finish: Shall be a polyester smooth glossy head-cured powder coat that is UV and chemical resistant and suitable for public spaces. Material for Paneling, Signage, Water Deflection, and Toe Guards: All Polyethylene, Polyurethane, Elastomers and Polymers used for paneling, signage or water deflection shall be resistant to chlorinated water and be ultraviolet stabilized to inhibit sunlight facing.
- E. Safety & Craftsmanship: All accessible edges shall be machined to a rounded finish. All welds shall be watertight, buffed smooth or polished to a non-visible finish and factory pressure tested. Accessible nozzles and spray heads shall be recessed to ensure a completely safe play environment with no pinch points, head entrapments or protrusion hazards. All products shall be designed in accordance with STM F1487, ASTM F-2461 and CSA Z614-98 regulations for public playgrounds.
- F. Lexan Polymer: The Lexan Polymer shall be specially selected for aquatic play products and shall have the following characteristics: translucent, highly resistant to shock and impact vandalism and must be non-flammable. The polymer shall present dimensional stability a high resistance towards chemical products, ultra violets rays and be transparent presenting crystal clear surface throughout. The Polymers shall be specially selected for aquatic play products

and shall have the following characteristics: translucent, highly resistant to shock and impact vandalism and must be non-flammable. The polymer shall present dimensional stability a high resistance towards chemical products, ultra violets rays and be transparent presenting crystal clear surface throughout.

- G. **Water Management System:** The Manifold Shall be constructed in stainless steel structural tubing 304/304L, structurally strong, durable, and resistant to corrosive environments. Rigid centricast fiber reinforced (FRP) and/or molded fiberglass, PVC, filament wound tubing, Galvanized Steel, or Aluminum shall not be utilized for any distribution systems manifolds. The outlet tube shall be in PVC. The mounting and assembly hardware shall be 304/304L stainless steel. Exposed and accessible hardware shall be tamper resistant, requiring a special tool for removal to deter vandalism and theft. All edges shall be machined to a rounded edge. All welds shall be watertight, buffed smooth, or polished to a non-visible finish and factory pressure tested. All products shall be designed in accordance with ASTM F2461 and CSA Z614-98 regulations for public playgrounds. Command Center shall run on a low voltage electrical supply, as described below. It shall consist of a manifold, a pressure regulator, a vault, a drainage system, a stainless steel activation piezo-electric sensor, the sequence controller, and solenoid valves. This controller should be factory programmed and tested to the owner specified play sequence. The logic controller shall be factory programmed with a variety of spray sequences designed according to the requirements of the project. Sequences should be varied and produce a random like effect. It shall be embedded in a water proof container to prevent corrosion and water damage. The logic controller should be programmed for the reduction of water hammer issues through soft start/stop transitions within sequences. A 24hr/7day, programmable, time switch (or power timer) to set the operational hours of the facility shall be incorporated into the operating system. The time switch shall have the ability to be programmed with at least two time schedules for each day of the week. The power timer shall contain a 240 VAC or a 120 VAC primary / 24 VAC secondary transformer with built- in electrostatic shield protection. Over current and short circuit protection should be provided. The power timer shall have the capability of setting the features, activation devices and time switches in three different operational modes ON, OFF and Automatic. The power timer shall be housed in a corrosion resistant, fiberglass, NEMA 4X rated enclosure, complete with stainless steel lockable latches.

## **1.2 PLAY PRODUCT INSTALLATION**

- A. **Safeswap Anchoring and leveling Systems:** The Stainless Steel Safeswap Anchoring System will provide the ability to add/remove/interchange select play products without having to incur any additional infrastructure costs. The anchoring system shall have an integrated leveling system facilitating installation and a flush finished to the activity deck surface without any protruding bolts or

hardware. The Play Product shall be fastened directly to the Safeswap Anchoring system. The dead and live loads shall be distributed onto the Safeswap Anchoring system flange plate. A neoprene sealing gasket shall provide a water tight seal between the play product flange and Safeswap flange. Mechanical fastening of the Play Products to the activity deck slab shall be prohibited unless used on elevation with Toe Guards.

- B. Embedded Anchoring and leveling Systems: The anchoring system shall have an integrated leveling system facilitating installation, ensuring product is plumb and installed at the desired height.
- C. When applicable, templates shall be supplied to facilitate the installation of embedded anchoring equipment.
- D. All play products shall have electrical grounding studs incorporated into their associated anchoring equipment. All play products shall be grounded by the installer per local codes.
- E. All installation conduit wiring including electrical supply panel, PVC connections, piping, elbows, tees, play product assembly if required and other items relating to the installation shall be supplied by the general contractor.
- F. Drawings and Instructions: Product drawings and installation manuals shall be supplied by the manufacturer for ease of installation.
- G. Minimum of 12 aquatic play features to be incorporated in the design.

### **1.3 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. All aquatic play products and associated equipment must be properly wrapped and secured in place while in transport to the project site. Care shall be observed during offloading and handling to prevent excessive stress and abrasions.
- B. At the site, the play products and associated equipment are to be stored in safe areas, out of the way of traffic and other construction activities, until the actual time of installation. If required, safety barricades or other like precautions must be taken for the protection of public adjacent property.
- C. Protective wrapping on the aquatic play features must be left in place until construction work for the Splash Pad is complete.

### **1.4 COMMISSIONING OF THE SPLASH PAD**

Upon completion of construction, the general contractor shall provide the owner/operator adequate training on facility operations and maintenance. The contractor may request that the equipment manufacturer and/or manufacturer's representative provide on-site start-up and training for the owner/operator.

### **1.5 SPLASH PAD QUALITY ASSURANCE**

Provide evidence of commitment of quality craftsmanship as demonstrated by the following:  
Splash Pad Manufacturer Qualifications:

- A. The products shall be designed and produced at a facility owned and directly supervised by the supplier.
- B. All products shall be shipped with a single source.
- C. A full time licensed engineer must be on-staff.
- D. A full time quality control manager must be on-staff.

### **1.6 TESTING AND ADJUSTMENTS**

- A. This Contractor shall test all equipment as necessary to show that it complies with all requirements specified. Testing shall be done in a manner approved by the Owner's Representative.
- B. All water piping systems shall be flushed free of debris and pressure tested at 150% of operating pressure or 75 psi minimum for discharge lines, 30 p.s.i. minimum for suction lines, and 15 p.s.i. minimum for drain lines, for a period of not less than 4 hours, and proven free of leaks or other defects, prior to an after backfilling and concrete pours. Repair leaks and repeat test as necessary until satisfactory results are obtained.
- C. Splash Pad flow manifold assemblies shall be pressure tested to 150 PSI for 30 minutes with zero leakage. Repair any leaks and retest until acceptable results are obtained.
- D. All electrical circuits, feeders, and equipment shall be tested and proven free of improper grounds, open circuits or shorts, as required by the authorities having jurisdiction, to demonstrate compliance with codes and laws.
- E. The Contractor shall place the installation in operating make tests, adjustments, and corrections, until it is shown to be in proper operating condition.

Statement of any previous, existing, or pending litigation for any reason brought by the company or sub-contract involved in this proposal and/or brought against the company or sub-contract involved in this proposal.

## **1.7 EQUIVALENCIES CLAUSES**

To enable all tenders to be judged equitably, they shall be based on the specified products in this document and shown on the drawings.

- A. The proposal for any substitute products must be attached to the bid for tender separately, identifying the substitute product by its trade name along with any savings it may represent for the client.
- B. Following the opening of the bid or tender, only those substitutes proposed by the lowest bidder of the specified products, will be considered.
- C. All substitute approval requests shall be accompanied by manufacturing drawings, including spray zones, sequencing, plumbing and electrical schematics and complete salt spray testing data produced by an independent laboratory for coatings and written warranty from the manufacturer. No substitution or equivalency submitted will be considered if products to be considered are not part of manufacturer standard existing product line or a written proof that product has manufactured previously by the substitute manufacturer. Please refer to General Clauses 1.1
- D. Each substitute sample must be presented to the owner/consultant within seven days following the opening of tenders. The sample must be operational. After this time, the bidder will be required to supply the original specified project.
- E. The owner/consultant reserves the right to grant or deny approval for proposed substitutions without prejudice to his rights and his decision shall be final. The above conditions apply to this section independently of any other clauses on the subject found in the document.
- F. If applicable the products must be interchangeable and of equivalent quality to the materials already installed.

## **1.8 SPLASH PAD EQUIPMENT WARRANTIES**

### **Minimum Warranty periods**

### **Splash Pad Events/Products & Skid Mounted Water Quality Management System Equipment**

- A. A25- year Warranty on stainless steel Play Events/Products, stainless steel anchoring systems and aluminum spheres.
- B. A 10- year Warranty on the reinforced fiberglass skid, said filter tank and cartridge filter fiberglass tank.
- C. A 5- year guarantee on brass components including; spray nozzles, spray caps and spray heads. High-density polyethylene components, polyurethane components, and ultra high molecular weight polyethylene components. The Subterranean vault (enclosure and access hatches), stainless steel automated water distribution manifold, drain boxes, strainers, electrical enclosures, and chemical controllers.
- D. A 2- year Warranty on color coatings, stainless steel hardware & moving parts, fiberglass products, Polymers, Soft Touch Elastomers (Toe Guards), subterranean water containments system, circulation pumps, chemical injection pumps, chlorinator systems, acid feed systems, polyvinyl chloride (PVC); piping, fittings, ball valves, check valves, cartridge elements, pressure gauges, chemical sensing probes, motor starters, electrical relays, terminal blocks, actuated valves, programmable logic controller (PLC controller), time switches, manual switches, transformers, breakers, electrical wiring and connections.
- E. All warranties are be managed by the equipment supplier.

### **Project Schedule**

The City of Muncie desirous of having the project complete at the end of June 2021. Proposers are to provide a detailed project schedule outlining all sequencing and time. Work on this Project can be performed 24/7, unless otherwise specified.

### **Requirements at Time of Execution and Prior to Commencement of Work**

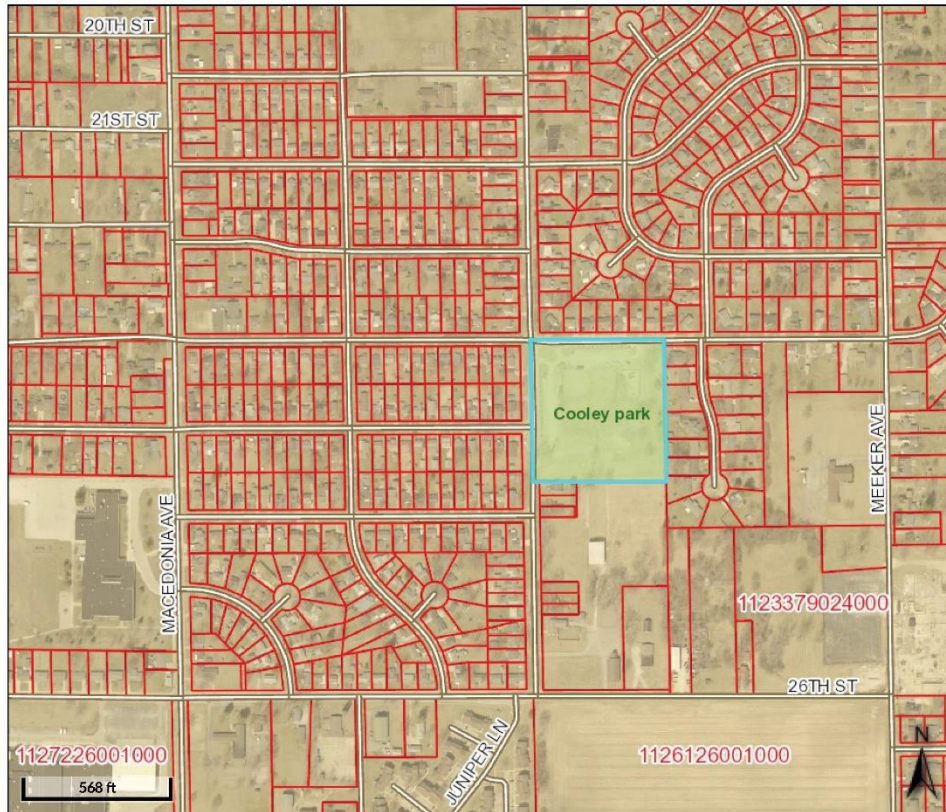
The successful Proposer will be required to submit the following documentation, in a form satisfactory to Gordon County, at the time of the execution of the Contract:

- a) 100% Payment and Performance Bonds.
- b) Executed Agreement
- c) Engineered plans for the selected design concept
- d) Insurance Documents including, but not necessarily limited to: Commercial General Liability, Automobile Liability Policy, Standard Owners Automobile Liability Policy, Workman's Compensation, and Professional Liability Insurance.

## **Part 2: CONTROL OF WORK**

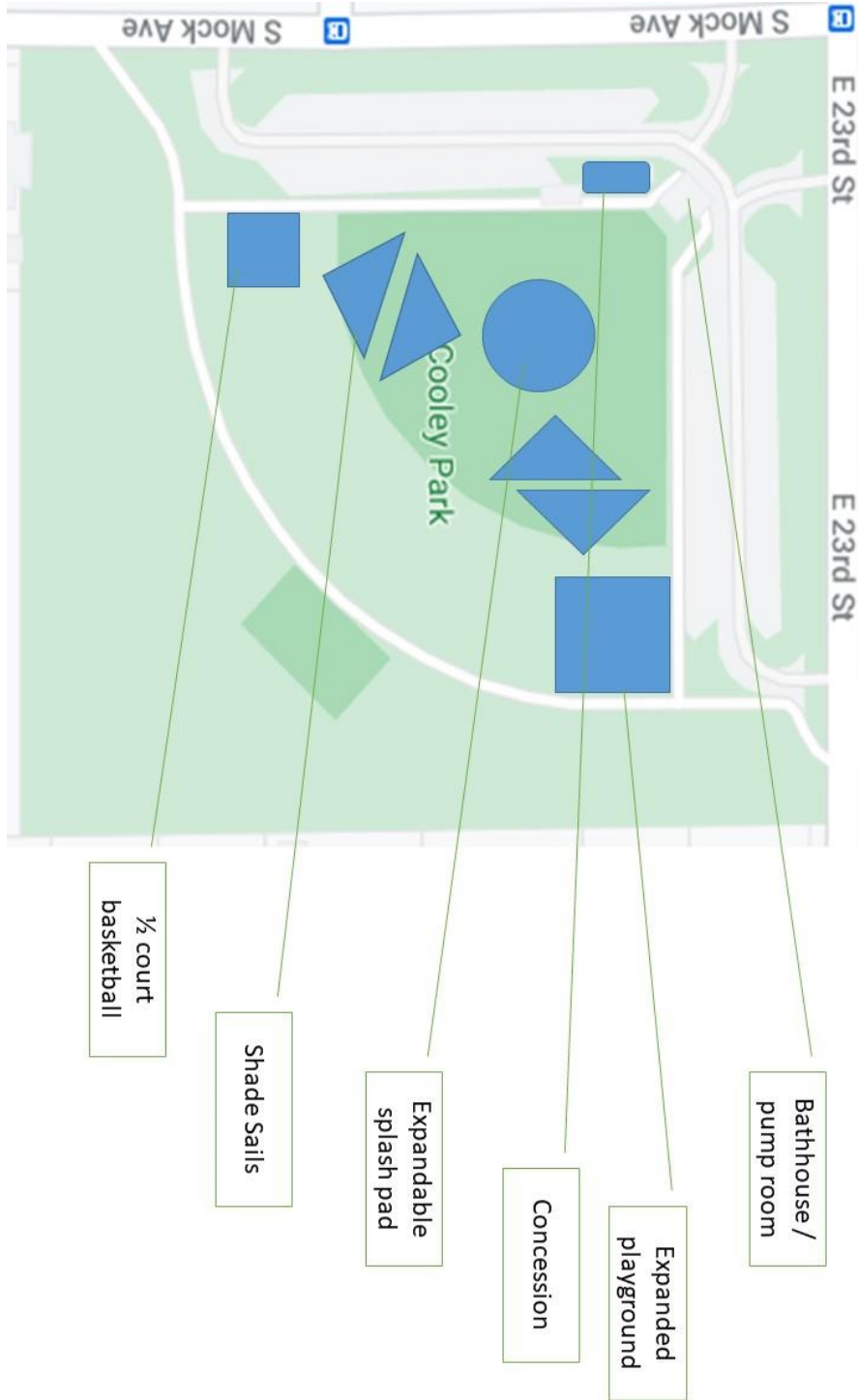
- 2.1 All work performed and materials furnished shall be in conformance with the MUNCIE MUNICIPIAL BUILDING CODES (CHAPTER 152).
- 2.2 COOPERATION WITH SUBRECIPIENT: The Contractor shall notify the subrecipient contact prior to work notifying of when work will begin.
- 2.3 No additional allowance or compensation of any kind will be made on this contract for any delay, inconvenience or suspension of, construction caused by the work or relocation and/or reconstructing the existing facilities either at a temporary location or at their permanent location by any utility companies involved, except as otherwise provided for herein.
- 2.4 INCREASED OR. DECREASED QUANTITIES OF WORK: The right is reserved for the Project Supervisor to make such alterations in the plans, or in the character or quantity of the work, as may, be necessary or desirable from time to time during the progress of the work. In this specification a major contract item shall be construed to be any item in the proposal constituting more than 5 percent of the amount of the contract, and a minor contract item shall be construed to be any item in the proposal constituting 5 percent or less of the amount of the contract.
- 2.5 No single major contract item shall be changed more than 10 percent from, the, original contract quantity without a negotiated unit price having been agreed upon for the item involved. Any minor item may be decreased by any amount, or may be increased not to exceed 5 percent of the 'total amount of the contract without a negotiated unit price having been agreed upon for the item involved.
- 2.6 Such alterations shall not be considered a waiver of any conditions of the contract or invalidate any of the provisions thereof. Should any alterations in the plans, as described above, result in an increase or decrease in the quantities of work to be performed, the Contractor shall accept payment in full at the contract unit prices for the actual quantities of work done except that, should any such alteration directly cause the loss of any work or material already furnished by the Contractor under the terms of the original contract, he shall be reimbursed for the actual cost of such work or of salvaging such materials. Any such materials may, at the option of the Owner be purchased at its actual cost to the Contractor.
- 2.7 Should any increase or decrease in any contract item be greater than provided above, the contract unit price shall be negotiated prior to performance of the work involving such item. The negotiation shall be based on the portion of any major item over or under 10 percent of the contract quantity of such item, and on that portion of any minor item exceeding 5 percent of the total amount of the contract. In the event the parties cannot agree upon a negotiated unit price, the Owner may require the Contractor to do such work on a "Force Account" basis.

## MAPS & PHOTOGRAPHS

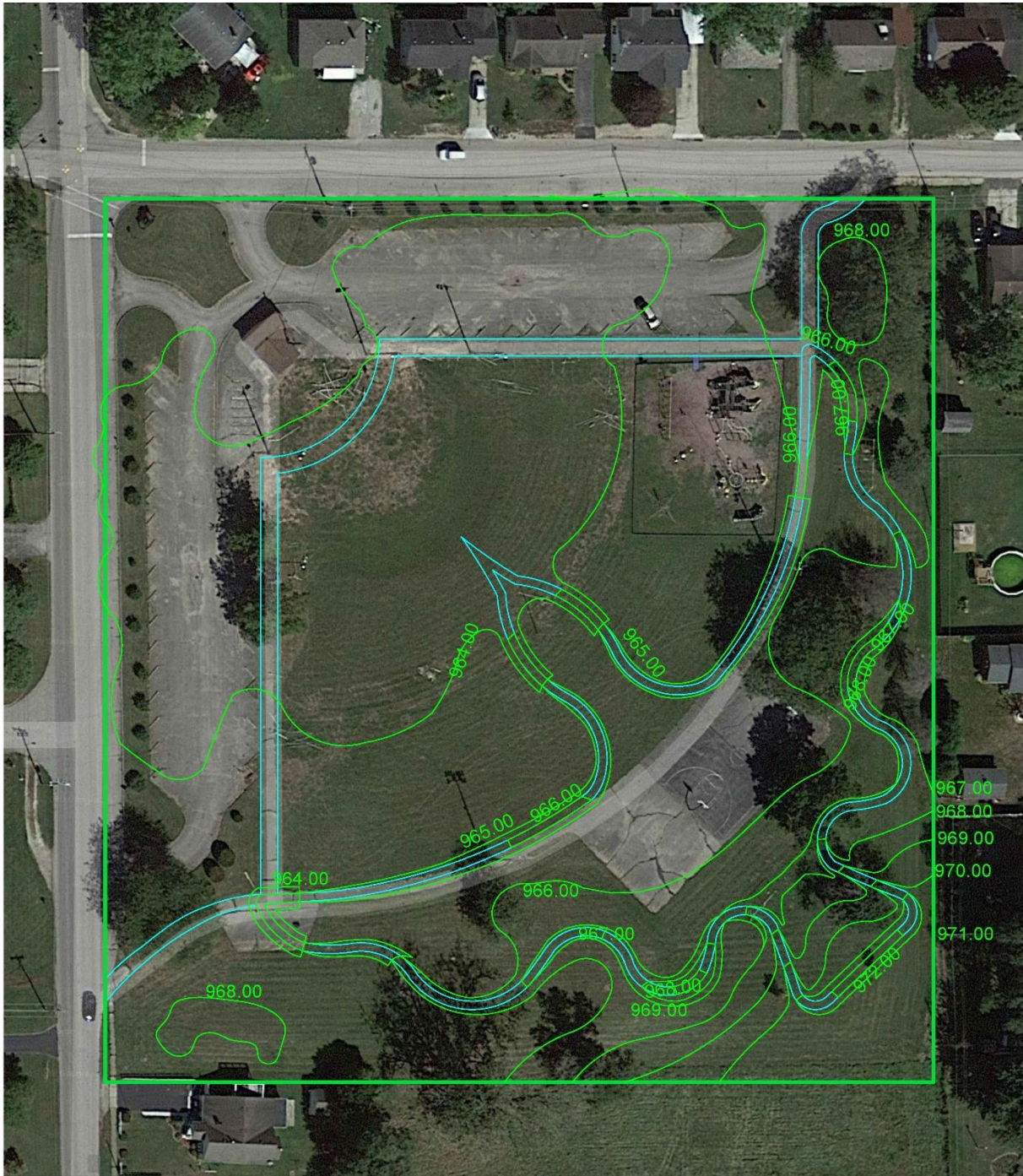


Property map showing location of Cooley Park.





Drawing showing preliminary splash pad design at Cooley



Aerial photograph showing preliminary splash pad path route at Cooley Park.



Digital photograph showing current conditions from east side of park looking



Digital photograph showing current conditions from interior field looking at the Cooley park concession and restroom building.



Digital photograph showing current conditions from interior field looking



Digital photograph showing current conditions from playground looking east.



Digital photograph showing current conditions from interior field looking west at playground.



Digital photograph showing current conditions from playground looking southwest.

# APPENDIX

## BID FORMS

ATTACHMENT A BID SUBMITTAL FORM

ATTACHMENT B GENERAL DECISION NUMBER:

ATTACHMENT C SCOPE OF WORK & DRAWINGS

CONTRACTOR'S PROFILE FORM

REQUEST FOR SUB-CONTRACTOR(S)

SUBCONTRACTOR'S PROFILE FORM

NON-COLLUSION AFFIDAVIT

AFFIDAVIT CONCERNING EMPLOYMENT OF  
UNAUTHORIZED ALIENS

CERTIFICATE OF NON-SEGREGATED FACILITIES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS

SECTION 3 BUSINESS CONCERN CONTRACTOR  
VERIFICATION

GENERAL BID FORM 96

(REV. 2013; STATE BOARD OF ACCOUNTS)

5% BID SECURITY (FOR ANY OF \$75,000.00 OR MORE)

# ATTACHMENT A: BID SUBMITTAL FORM

## COMMUNITY DEVELOPMENT BLOCK GRANT COOLEY PARK - SPLASH PAD

This BID Form shall be completed in its entirety and submitted in accordance with the instructions.

RESPONDER:

\_\_\_\_\_

ADDRESS:

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

TELEPHONE:

\_\_\_\_\_

FAX:

\_\_\_\_\_

E-MAIL:

\_\_\_\_\_

A. **BASE BID - INCLUDING PREVAILING WAGE**

The Undersigned, having visited the site of proposed construction of this Project, read the Instructions to Bidders as well as the Specifications and Attachments provided in the Project Manual, hereby proposes to design and furnish all materials, labor (at prevailing wage), tools, equipment, services, and taxes required to complete this Project. Documents, drawings and/or related materials are attached to comply with the Bid Proposals by the Office of Community Development, City of Muncie for the sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_.

B. **ALTERNATES:**

Alternate #1: (Same materials, tools, equipment, services, and labor except without prevailing wage. )

\_\_\_\_\_ Dollars \$ \_\_\_\_\_.

Alternate #2 ( )

\_\_\_\_\_ Dollars \$ \_\_\_\_\_.

C. **ADDENDA RECEIVED:**

Receipt of Addenda number(s) \_\_\_\_\_ through \_\_\_\_\_, inclusive, is hereby acknowledged.

D. **COMPLETION TIME**

If we are awarded the contract, we will begin construction within \_\_\_\_\_ calendar days of receipt of the executed Agreement.

We estimate the completion time for the project to be \_\_\_\_\_ calendar days, assuming that the award of the Contract allows the start of construction within 60 days of the bid opening and that we are not delayed by causes beyond our control.

# ATTACHMENT A: BID SUBMITTAL FORM

I (we) hereby affirm and certify under penalties of perjury that the facts and information contained in the foregoing BID and the attached submittals are true and correct to the best of my (our) knowledge and belief.

IN TESTIMONY WHEREOF, the BIDr has hereunto set his hand this \_\_\_\_ day of \_\_\_\_\_ 2016.

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## ACKNOWLEDGEMENT

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

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

\_\_\_\_\_ being duly sworn, deposes that he or she is

\_\_\_\_\_ of the above \_\_\_\_\_

(Title)

(Company)

and that the statements contained in the foregoing BID and certification are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My Commission Expires: \_\_\_\_\_

County / State of Residence: \_\_\_\_\_

# ATTACHMENT B

General Decision Number: IN20210006 03/12/2021

Superseded General Decision Number: IN20210006

State: Indiana County: Delaware County in Indiana.

Construction Type: Heavy

## SUMMARY\*

	<u>Rate</u>	<u>Fringe</u>
<b>ASBESTOS WORKER/HEAT &amp; FROST INSULATOR</b> (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	<u>\$ 32.20</u>	<u>\$ 21.38</u>
<b>HAZARDOUS MATERIAL HANDLER</b> (includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not from mechanical systems)	<u>\$ 23.00</u>	<u>\$ 14.40</u>
<b>BOILERMAKER</b>	<u>\$ 37.22</u>	<u>\$ 27.65</u>
<b>GLAZIER, STONEMASON, POINTER, CAULKER &amp; CLEANER</b>	<u>\$ 31.26</u>	<u>\$ 17.04</u>
<b>TERRAZO FINISHER</b>	<u>\$ 20.52</u>	<u>\$ 11.07</u>
<b>TERAZZON WORKER/SETTER</b>	<u>\$ 32.79</u>	<u>\$ 14.88</u>
<b>TILE &amp; MARBEL FINISHER</b>	<u>\$ 21.02</u>	<u>\$ 9.37</u>
<b>TILE &amp; MARBLE SETTER; MOSAIC WORKER</b>	<u>\$ 32.04</u>	<u>\$ 14.87</u>
<b>CARPENTER</b>	<u>\$ 27.61</u>	<u>\$ 22.73</u>
<b>MILLWRIGHT</b>	<u>\$ 28.18</u>	<u>\$ 22.39</u>
<b>ELECTRICIAN (Communication Technician Only)</b>	<u>\$ 27.64</u>	<u>\$ 14.15</u>
<b>ELECTRICIAN</b>	<u>\$ 33.17</u>	<u>\$ 18.19</u>
<b>POWER EQUIPMENT OPERATOR</b>		
<b>GROUP 1</b>	<u>\$ 34.05</u>	<u>\$ 17.50</u>
<b>GROUP 2</b>	<u>\$ 32.33</u>	<u>\$ 17.50</u>
<b>GROUP 3</b>	<u>\$ 31.41</u>	<u>\$ 17.50</u>
<b>GROUP 4</b>	<u>\$ 29.91</u>	<u>\$ 17.50</u>
<b>IRONWORKER</b>	<u>\$ 33.79</u>	<u>\$ 23.10</u>
<b>LABORER</b>		
<b>GROUP 1</b>	<u>\$ 25.10</u>	<u>\$ 16.17</u>
<b>GROUP 2</b>	<u>\$ 25.40</u>	<u>\$ 16.17</u>
<b>GROUP 3</b>	<u>\$ 26.10</u>	<u>\$ 16.17</u>



	<u>Rate</u>	<u>Fringe</u>
<b>PAINTER</b>		
BRUSH; ROLLER; PAPERHANGING; DRYWALL FINISHER	\$ 20.50	\$ 13.69
SPRAY/WATERBLASING; SANDBLASTING	\$ 21.50	\$ 13.69
<b>CEMENT MASON/CONCRETE FINISHER</b>	\$ 25.49	\$ 11.95
<b>ROOFER</b>	\$ 27.05	\$ 11.50
<b>SHEET METAL WORKER</b>	\$ 36.21	\$ 23.83
<b>TRUCK DRIVER</b>		
GROUP 1	\$ 30.41	\$ 16.87
GROUP 2	\$ 30.46	\$ 16.87
GROUP 3	\$ 30.51	\$ 16.87
GROUP 4	\$ 30.56	\$ 16.87
GROUP 5	\$ 30.61	\$ 16.87
GROUP 6	\$ 30.66	\$ 16.87
GROUP 7	\$ 30.71	\$ 16.87
GROUP 8	\$ 30.76	\$ 16.87
GROUP 9	\$ 30.81	\$ 16.87
GROUP 10	\$ 30.26	\$ 16.87
GROUP 11	\$ 30.81	\$ 16.87
GROUP 12	\$ 30.91	\$ 16.87

**WELDERS--receive rate prescribed for craft performing operation to which welding is incidental**

**purposes only** . You can access the full text of the Wage Determination at:  
<https://www.dropbox.com/s/zlpfuwl05bgrx65/Wage%20Determination%201-1->

## CONTRACTOR PROFILE FORM

(If additional space is needed, please attach a separate sheet.)

Project Name: \_\_\_\_\_ Project No. \_\_\_\_\_

Contractor/Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Federal Tax ID #: \_\_\_\_\_ State Tax ID #: \_\_\_\_\_

Our contract is with \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

for \_\_\_\_\_  
(identify specific work to be performed)

Will any work be subcontracted out? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, to whom? \_\_\_\_\_

Person(s) authorized to sign (certify) Payroll reports: 1) \_\_\_\_\_

2) \_\_\_\_\_

Identify work classification(s), base wage payment and total wage for each individual performing work on the project site. Attach additional sheets if necessary.

Work Classification from wage decision (include group number, if applicable)	Base Rate of Pay	Total Wage (including Fringe)

The fringe benefit payment will be (check A, B or C below):

(A) \_\_\_\_\_ paid directly (with the pay check) to each worker in the amount of \$ \_\_\_\_\_

(B) \_\_\_\_\_ paid to a Union benefit plan (or plans) in the amounts indicated below:

Complete chart below or attach schedule of fringe benefits.

Benefit	Amount
Vacation and Holiday	
Union Dues	
Health and Welfare Benefits	
Pension	
Annuity	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Acct. #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

(C) \_\_\_\_\_ paid to an unfunded benefit plan (or plans) in the amounts indicated below:  
**\*\*\*If requested, copies of benefit plans to be submitted for review/approval.\*\*\***

Benefit	Amount
Pension	
Medical	
Dental	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Acct. #: \_\_\_\_\_

Is this a sole proprietorship or partnership business? Yes \_\_\_\_\_ No \_\_\_\_\_

Caucasion Owned – WBE \_\_\_\_\_ MBE \_\_\_\_\_

\_\_\_\_\_  
Owner/Principal Officer Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SUBCONTRACTOR REQUEST FORM

Bid for: \_\_\_\_\_

Bid of: \_\_\_\_\_

Bid date: \_\_\_\_\_

1. Proposed subcontractor's name:

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

2. Proposed subcontractor's address:

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

3. Proposed Subcontractor's phone number:

\_\_\_\_\_

4. Description of work to be performed by proposed subcontractor:

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

5. Attach a schedule of proposed subcontract work including desired award date, milestones, completion date, and manpower and equipment loadings.

6. Attach proposed subcontractor's qualifications:

- a. Prior experience with similar work including client and/or Fluor references.
- b. Licenses, certificates and registrations held by proposed subcontractor that are required for (or pertain to) the work to be performed.
- c. Subcontractor organization for above work including names and résumés of key personnel.
- d. Data that shows that the proposed subcontractor has adequate manpower and equipment available for the work.

## SUBCONTRACTOR REQUEST FORM

- e. Subcontractor's safety program and statistics.
  - f. Most recent annual report, certificate of payment behavior, etc.
7. Bidder agrees, if awarded, that it will:
- a. Include all applicable contract requirements in its contract with proposed subcontractor.
  - b. Provide subcontractor with all information that it receives on site work rules, safety requirements and other work conditions.
  - c. Provide subcontractor's completed insurance certificate to Fluor prior to mobilization of subcontractor at site.
  - d. Retain full responsibility for the performance of the above referenced contract. Provide subcontractor with all information that it receives on Business Conduct and Ethics Expectations for Suppliers and Contractors.
  - e.

Bidder: \_\_\_\_\_

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

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

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

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

## SUBCONTRACTOR PROFILE FORM

(If additional space is needed, please attach a separate sheet.)

Project Name: \_\_\_\_\_ Project No. \_\_\_\_\_

Subcontractor/Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Federal Tax ID #: \_\_\_\_\_ State Tax ID #: \_\_\_\_\_

Our contract is with \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

for \_\_\_\_\_  
(identify specific work to be performed)

Will any work be subcontracted out? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, to whom? \_\_\_\_\_

Person(s) authorized to sign (certify) Payroll reports: 1) \_\_\_\_\_

2) \_\_\_\_\_

Identify work classification(s), base wage payment and total wage for each individual performing work on the project site. Attach additional sheets if necessary.

Work Classification from wage decision (include group number, if applicable)	Base Rate of Pay	Total Wage (including Fringe)

The fringe benefit payment will be (check A, B or C below):

(A) \_\_\_\_\_ paid directly (with the pay check) to each worker in the amount of \$ \_\_\_\_\_

(B) \_\_\_\_\_ paid to a Union benefit plan (or plans) in the amounts indicated below:

Complete chart below or attach schedule of fringe benefits.

Benefit	Amount
Vacation and Holiday	
Union Dues	
Health and Welfare Benefits	
Pension	
Annuity	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Acct. #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

(C) \_\_\_\_\_ paid to an unfunded benefit plan (or plans) in the amounts indicated below:  
**\*\*\*If requested, copies of benefit plans to be submitted for review/approval.\*\*\***

Benefit	Amount
Pension	
Medical	
Dental	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Acct. #: \_\_\_\_\_

Is this a sole proprietorship or partnership business? Yes \_\_\_\_\_ No \_\_\_\_\_

Caucasian Owned – WBE \_\_\_\_\_ MBE \_\_\_\_\_

\_\_\_\_\_  
Owner/Principal Officer Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Authorized Signature/Title

State of \_\_\_\_\_

City/County of \_\_\_\_\_ SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_.



**AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS**

I am a duly authorized officer of \_\_\_\_\_. (“Contractor”) and I hereby certify that as of the date of this Affidavit, Contractor does not employ any “unauthorized aliens” as that term is defined in 8 U.S.C 1324a(h)(3).

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE AND ACCURATE.

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

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

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

NOTE: 8 U.S.C 1324a(h)(3) defines an unauthorized alien as an alien that is not at the time of employment either (a) an alien lawfully admitted for permanent residence, or (b) authorized to be so employed by this chapter or by the Attorney General.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
& OTHER RESPONSIBILITY MATTERS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
  - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATE OF NON-SEGREGATED FACILITIES**

The Company certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Company certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit control where segregated facilities are maintained. The Company agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from contracts with the Department of Community Development. As used in this certification, the "segregated facilities" means any wait in rooms, work area, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Company agrees that (except obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Authorized Signature / Date

\_\_\_\_\_  
Title

### SECTION 3 BUSINESS CONCERN CONTRACTOR VERIFICATION

Section 3 of the Housing and Urban Development Act of 1968, as amended, is aimed at directing economic assistance to low- and very low-income persons who live in the City of Muncie (Section 3 residents), and to business concerns which provide economic opportunities to low- and very low-income City of Muncie residents (Section 3 business concerns). Under the provisions of Section 3, businesses who qualify as Section 3 business concerns may be eligible for preference in awarding contracts. A business meeting one of the following three criteria is eligible for designation as a Section 3 Business Concern. Please indicate which of the three criteria applies to your business and provide documentation as indicated.

- 1. 51% or more of the business is owned by low-income City of Muncie residents.  
documentation: owner(s) tax return(s)
  - 2. At least 30% of the business's permanent, full-time employees are (or were within three years of the date of first employment with the business) low-income City of Muncie residents.  
documentation: employee(s) tax returns for indicated period
  - 3. The business awards at least 25% of the dollar amount of all subcontracts to businesses that meet either of the first two criteria.  
documentation: sub-tier contract amounts of businesses that meet either of the first two criteria (specify)
- or
- The business does not meet any of the above three criteria and is ineligible for Section 3 preference.

\_\_\_\_\_  
Signature of Contractor

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

Company \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_

# CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

## PART I

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

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

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

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 \$100,000 or more – IC 36-1-12-4)

Governmental Unit: \_\_\_\_\_

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

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

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?

Table with 4 columns: 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?

Table with 4 columns: Contract Amount, Class of Work, Expected Completion Date, Name and Address of Owner

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

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

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### SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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



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BID OF

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

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

\_\_\_\_\_

FOR  
PUBLIC WORKS PROJECTS  
OF

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Filed \_\_\_\_\_, \_\_\_\_\_

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

\_\_\_\_\_

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