

**SPECIFICATIONS**

**FOR**

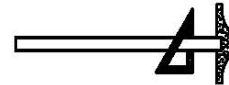
**CITY OF TERRE HAUTE  
DEPARTEMENT OF REDEVELOPMENT  
17 HARDING AVENUE, ROOM #301  
TERRE HAUTE, INDIANA 47807**

**CENTRAL BUSINESS DISTRICT TIF LIGHTING 2018**

**MICHAEL R. WALDBIESER**



**ENGINEERING & CONSULTING, INC.**  
STRUCTURAL, PLUMBING, MECHANICAL, & ELECTRICAL DESIGN



SYCAMORE BUILDING  
19 SOUTH 6th STREET, SUITE 804  
TERRE HAUTE, INDIANA 47807

PHONE: (812) 232-6510  
FAX: (812) 232-7098



*Michael R. Waldbieser*

SET NO. \_\_\_\_\_

**August 2, 2018**

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## INDEX

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<i><b>SECTION</b></i>	<i><b>PAGE</b></i>
SECTION 00200 NOTICE TO BIDDERS	1 - 2
SECTION 00210 INFORMATION FOR BIDDERS	1 - 5
*SECTION 00300 BID FORM 96	1 - 6
*SECTION 00310 E-Verify Affidavit	1 -
SECTION 00400 AGREEMENT BETWEEN OWNER & CONTRACTOR	1 - 13
Provide for reference and review.	
* Items to be submitted with Bid Documents	

### ***DIVISION 1 thru 16***

### ***GENERAL REQUIREMENTS***

SECTION 01000 - GOVERNING CODES	1 -
SECTION 01005 - SUMMARY, ALLOWANCES, & ALTERNATES	1 - 3
SECTION 01010 - SUMMARY OF WORK	1 - 3
SECTION 01020 - TECHNICAL REQUIREMENTS	1 - 8
SECTION 01068 - REFERENCE STANDARDS AND DEFINITIONS	1 - 4
SECTION 01300 - SUBMITTALS	1 - 4
SECTION 01310 - COORDINATION AND EXPEDITING	1 -
SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, & SAMPLES	1 - 3
SECTION 01500 - TEMPORARY FACILITIES AND PROTECTION	1 - 4
SECTION 01605 - PRODUCTS AND SUBSTITUTIONS	1 - 6
SECTION 01700 - PROJECT CLOSEOUT	1 - 5
SECTION 01710 - CLEANING	1 -
SECTION 01740 - WARRANTIES	1 - 3
SECTION 02050 - DEMOLITION	1 -
SECTION 03100 - CONCRETE FORM WORK	1 - 3
SECTION 03200 - CONCRETE REINFORCEMENT	1 - 2
SECTION 03300 - CAST-IN-PLACE CONCRETE	1 - 9
SECTION 15000 - PROVISIONS COMMON TO PLUMBING, MECHANICAL, & ELECTRICAL	1 - 5

## **NOTICE TO BIDDERS**

Sealed bids for construction of the New Downtown Terre Haute Street Lighting for the

### **Central Business District TIF Lighting 2018** For Central Business District Tax Allocation Area

Of the City of Terre Haute, Indiana will be received by the Terre Haute Redevelopment Commission in Room 301, City Hall, 17 Harding Avenue, Terre Haute, Indiana 47807, until 4:00 P.M. local time on the 22nd day of August 2018 at which time and place all bids will be publicly opened and read aloud.

Any bids received after the above specified time and date will be returned to bidders unopened.

Bidding and Contract Documents including Drawings and Specifications are available for review in the office of the Department of Engineering, City Hall, 17 Harding Avenue, Room 200, Terre Haute, Indiana 47807 after August 6, 2018. Electronic PDF version of the Drawings and Specifications may be obtained by emailing the engineer at [michael@mrwengineeringinc.com](mailto:michael@mrwengineeringinc.com). Drawings and Specifications may be purchased in full sets at Rapid Reproductions, Inc, 129 South 11<sup>th</sup> Street, Terre Haute, Indiana 47807 and phone number (812) 238-1681.

A pre-bid meeting will be held on August 15th, 2018 at 1:00 P.M. in the Department of Redevelopment Conference Room, 3<sup>rd</sup> Floor, 17 Harding Avenue.

No bids shall be withdrawn for a period of sixty (60) calendar days after the bid opening without written consent of the Terre Haute Redevelopment Commission.

All contractors must comply with Indiana Code Section 5-16-13 including provisions that, all contractors and sub-contractors must be pre-qualified with the Indiana Public Works Certification Board under I.C. 4-13.6-4 or under IC 8-23-10 prior to starting work on any local public works project over \$300,000.

A certified check, payable to the order of the City of Terre Haute, Department of Redevelopment or a satisfactory Bid Bond executed by the Bidder issued by a surety listed on the Department of Treasury list of approved sureties (Circular 570), in an amount equal to five percent (5%) or the total amount of the bid shall be submitted with each bid.

A 100% performance and payment bond will be required on this project.

All bids must be submitted on the prescribed State Board of Accounts Bid Form No. 96, which includes the completed execution of a non-collusion affidavit and proposal form included in the specifications and such other documents as required in the instruction to bidders and Contract Documents

All bids must be accompanied by a written plan for a program to test the contractor's employees for drugs which complies with the requirements of Indiana Code 4-13-18. A contractor whose bid does not include a written plan for an employee drug testing program that complies with Indiana Code 4-13-18 will not be awarded the contract.

Bid Guaranty will be returned to unsuccessful bidders upon selection of the successful bidder. Bid Guaranty of the successful bidder will be returned upon the signing of contracts, and submission of performance and payment bonds to the Department of Redevelopment.

All bidders must comply with Article 2 Section 7-80 of the Terre Haute Municipal Code regarding responsible bidders.

Bids may be held for a period not to exceed sixty (60) days from the date of Bid Opening for the purpose of reviewing the Bids and investigating the qualifications of the Bidders prior to the award of a Contract.

Women and Minority Owned businesses qualified to perform the work contemplated by this solicitation are encouraged to Bid.

The Redevelopment Commission of the City of Terre Haute reserves the right to reject any or all bids or to waive any informalities in the Bidding to the extent permitted by law.

The Redevelopment Commission of  
The City of Terre Haute, Indiana  
Department of Redevelopment  
Steve Witt  
Executive Director

Dated this 6<sup>th</sup> day of August 2018  
To be published August 6<sup>th</sup> and  
August 13<sup>th</sup>, 2018.  
Tribune Star: Terre Haute, Indiana

## INFORMATION FOR BIDDERS

### **1. Scope of Work**

- 1.1 Install 22 street light poles as indicated on the drawings. Work to include (but not limited to) the following:
1. All cutting and patching to install electrical conduits and light pole concrete bases.
  2. Light poles, light pole heads, banner arms, and anchor bolts to be provided by the Owner and installed by the Contractor.
  3. Provide and install all conduits and electrical wiring indicated on the drawings.
  4. Provide and install new electrical panel as indicated on the drawings.
  5. Coordinate with all local utilities and Owner on final placement of all new street light poles.

The plans depict the scope of work for the project. All work must comply with the City of Terre Haute Standards and INDOT Specifications where applicable, or as specified in technical specifications, and the requirements of the Americans with Disability Act where applicable. Bidders shall submit State Board of Accounts Form 96 (Questionnaire and Financial Statement). Bidders shall submit a list of similar projects completed.

### **2. Method of bid evaluation**

- 2.1 Bids will be awarded to the lowest responsive and responsible bidder. The Terre Haute Redevelopment Commission reserves the right to reject any or all bids.
- 2.2 The contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of a contract awarded as a result of this Request For Bids, with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of race, religion, sex, handicap, national origin or ancestry.

### **3. Materials**

- 3.1 The contractor must supply all material necessary to complete the work. Ready-mix concrete will be supplied by the contractor, and the batch plant must be located within Vigo County. Items incidental to construction shall be included in the unit price of other bid items. Contractor shall provide all necessary hand tools and miscellaneous tools necessary to complete the project.

## **4. Time of the Essence**

- 4.1 All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Days to Achieve Final Completion and Final Payment

- 4.2 Work shall commence within 7 days of the Notice to Proceed.
- 4.3 The Work must be completed within 60 calendar days from delivery of the Notice to Proceed. Any deviation from the dates must be approved by the City Engineer or by an appointed representative.

## **5. Liquidated Damages**

- 5.1 Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 4.3 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Work Order for Final Completion until the Work is finally complete.

## **6. Payment**

- 6.1 The Department of Engineering reserves the right to determine the method of payment used. The method of payment shall be monthly for work completed.

## **7. Supervision and Superintendence**

- 7.1 Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- 7.2 At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All

communications given to or received from the superintendent shall be binding on Contractor.

- 7.3 Contractor superintendent shall reconcile daily with City Representative to verify progress of days' work. This would include all areas of progress including measured quantities. Any discrepancies or disputes will be reconciled before next payment application is approved.

## **8. Notice to Proceed Delivery**

- 8.1 Notice to Proceed will be delivered by mail, fax, e-mail, or hand delivered.
- 8.2 Please note that Notice to Proceed for this project will be given within 60 days of award, but project start date shall be within the 7 days of the Notice to Proceed.

## **9. Indemnification and Release**

- 9.1 The Contractor shall be responsible for all damage to life and property due to activities of the Contractor, its subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work both temporary and permanent and shall hold the City harmless, therefore.

## **10. Status of Claims**

- 10.1 The Contractor shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the City.

## **11. Insurance**

- 11.1 The Contractor shall procure and maintain, until final payment by the City for the services covered by the Contract, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorized to do such business in the State of Indiana covering all operations under this Contract whether performed by it or by its subcontractors. The Contractor will not be given a notice to proceed until the Contractor has furnished a certificate or certificates in a form satisfactory to the City showing that this section has been complied with. During the life of the Contract, the Contractor shall furnish the City with certificates evidencing that the required policies shall not be changed or cancelled until ten (10) days written notice has been given the City. In the event that such written notice of change or cancellation is given, the City may at its option, terminate this contract and no further compensation shall in such case be made to the Contractor. The kinds and amounts of insurance required are as follows:

(A) Policy covering the obligations of the Contractor in accordance with the provisions of Indiana's Workmen's Compensation Law. This contract shall be void and of no effect unless the Contractor procures such policy and maintains it until acceptance

of the work.

(B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners and Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than \$1,000,000.00 for each person, including death at any time resulting therefrom, and not less than \$5,000,000.00 in any one accident, and not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property.

(C) Automobile Policies for Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$1,000,000.00 for each person including death at any time resulting therefrom, and not less than \$5,000,000.00 in any one accident, and not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

## **12. Performance and Payment Bonds**

- 12.1 The Contractor shall be required to execute performance and payment bonds payable to the Terre Haute Redevelopment Commission in an amount equal to the contract price.
- 12.2 The payment bond is binding on the contractor, the subcontractor, and their successors and assigns for the payment of all indebtedness to a person for labor and service performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services.
- 12.3 The performance and payment bonds must specify that:
- (A) a modification, omission, or addition to the terms and conditions of the public work contract, plans, specifications, drawings, or profile does not discharge the surety;
  - (B) a defect in the public work contract does not discharge the surety; or
  - (C) a defect in the proceedings preliminary to the letting and awarding of the public work contract does not discharge the surety.
- 12.4 Bonds shall remain in effect for one year from the date of final acceptance of the project.
- 12.5 Cost of Bonds will not be paid for directly by the Owner, but shall be included in the cost of other items in the base bid.



### **13. Bid Bond**

- 13.1 A bid bond or certified check made payable to the Terre Haute Redevelopment Commission will be required for the construction of the Central Business District TIF Lighting 2018 Project in the amount of 5% of the contract price to comply with IC 36-1-12-4.5.
- 13.2 All checks and bonds of unsuccessful bidders shall be returned to them by the board upon selection of successful bidders. Checks or bonds of successful bidders shall be held until delivery of the performance bond.

### **14. Certified Payroll**

- 14.1 The contractor and all subcontractors are required to submit to the City of Terre Haute, and General Contractor if applicable, an approved and detailed certified payroll on a weekly

### **15. Non Appropriation Clause**

- 15.1 The parties acknowledge that the Terre Haute Redevelopment Commission is part of the City of Terre Haute which is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, the fiscal body should fail to appropriate sufficient funds to continue the contract, the contract shall be come null and void. In the event of non-appropriation of funds, the Terre Haute Redevelopment Commission will give notice immediately of such failure and shall pay for all services provided prior to exhaustion of the appropriated funds. Terre Haute Redevelopment Commission agrees to seek funding for the continuation of the agreement during each budget cycle during the initial term or any subsequent term of the Agreement.