

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) – CONTRACT A**

This Agreement (“Agreement”) is by and between **Town of Bristol** (“Owner”) and **Niblock Excavating, Inc.** (“Contractor”).

Capitalized terms used in this Agreement and as not otherwise defined herein have the meanings stated in the General Conditions and the Supplementary Conditions which are attached hereto and incorporated into this Agreement.

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

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

Water System Improvements Project – Contract A

- Mandatory Bid Alternate A1 – Line ‘E’ Water Main Extension, Extension and Connection of Water Services, Vistula Street Streetscape Improvements and all restoration
- Mandatory Bid Alternate A2 – Line ‘A’ Water Main Extension & Wellsite Improvements, including all electrical components and water system control components and site restoration
- Mandatory Bid Alternate A3 – Line ‘B’ Water Main Extension and all restoration
- Mandatory Bid Alternate A4 – Line ‘D’ Water Main Extension and all restoration
- Mandatory Bid Alternate A5 – Tower Site Final Grading and Paving, SCADA Coordination and Start-Up

### **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**Town of Bristol**

**Water System Improvements Project – Contract A - Water Main Extension and Water Well Improvements**

### **ARTICLE 3—ENGINEER**

3.01 The Owner has retained **Jones Petrie Rafinski Corp.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

### **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. 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.

4.02 *Contract Times: Dates*

- A. ~~The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

*Deleted*

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **365** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **400** days after the date when the Contract Times commence to run.

4.04 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s) (“Milestones”):
1. **Milestone 1 – Construction of temporary gravel access drive to Water Tower Site and clearing of Water Tower Site and Wellfield Site.**
    - a. **Contractor shall substantially complete the work described above and in the Special Provisions 30 days after the date when the Contract Times commence to run.**
  2. **Milestone 2 – Construction of all improvements included in Contract A, Line ‘E’ Plans, including construction and testing of water main, extension and connection of water services and abandonment of non-compliant water services, streetscape improvements, pavement restoration and landscape restoration.**
    - a. **Contractor shall substantially complete the installation, testing, and startup of the above by October 14, 2024.**
    - b. **Contractor shall make all connections to proposed infrastructure prior to decommissioning or demolishing of any existing infrastructure.**
  3. **Milestone 3 – Construction of all improvements included in Contract A, Line ‘A’, Line ‘B’ and Line ‘D’ Plans, including construction and testing of water main, construction of proposed Well #6 and construction of Well House #6 and Chemical Feed Buildings, Contract A electrical services, water system control improvements, pavement restoration and landscape/roadside restoration**
    - a. **Contractor shall substantially complete the installation, testing, and startup of the above within 365 days after the date when the Contract Times commence to run.**
    - b. **Contractor shall make all connections to proposed infrastructure prior to decommissioning or demolishing of any existing infrastructure.**
  4. **Milestone 4 – Final site grading and asphalt pavement construction at the proposed Water Tower site, final coordination of electrical services, final coordination of water system control components and system start-up.**
    - a. **Contractor shall substantially complete the installation, testing, and startup of the above within 60 days after completion of Water Tower construction to be completed under Town of Bristol Water System Improvements Project Contract B.**



- b. Contractor shall make all connections to proposed infrastructure prior to decommissioning or demolishing of any existing infrastructure.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. 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):
  - 1. *Substantial Completion:* Contractor shall pay Owner \$2,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  - 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$2,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
  - 3. *Milestones:* Contractor shall pay Owner \$2,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until each Milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  - 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. ~~Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

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4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. ~~For all Work other than Unit Price Work, the following Lump Sum Prices:~~ a lump sum of \$ \_\_\_\_\_

Lump Sum Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
Total of all Extended Prices for Lump Sum Price Work (subject to final adjustment based on actual quantities)					\$

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

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- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Town of Bristol Water System Improvements Project – Contract A					
Unit Price Work					
Bid Proposal Form – Mandatory Bid Alternate A1					
No.	Description	Quantity	Unit	Unit Price	Line Item Price
A1-1.1	Mobilization and Demobilization (5% Max)	1	LSUM	\$122,500.00	\$122,500.00
A1-2.1	Construction Staking	1	LSUM	\$25,500.00	\$25,500.00
A1-3.1	Erosion Control	1	LSUM	\$10,000.00	\$10,000.00
A1-4.1	Tower & Well Site Clearing	1	LSUM	\$75,000.00	\$75,000.00
A1-5.1	Dewatering	1	LSUM	\$1.00	\$1.00
A1-6.1	Maintenance of Traffic	1	LSUM	\$35,000.00	\$35,000.00



A1-7.1	10" C900 PVC Water Main	1630	LFT	\$97.50	\$158,925.00
A1-7.2	8" C900 PVC Water Main	3	LFT	\$95.00	\$285.00
A1-7.3	6" C900 PVC Water Main	40	LFT	\$65.50	\$2,620.00
A1-8.1	10" Gate Valve and Box	9	EA	\$4,775.00	\$42,975.00
A1-8.2	8" Gate Valve and Box	1	EA	\$3,335.00	\$3,335.00
A1-8.3	6" Gate Valve and Box	2	EA	\$2,435.00	\$4,870.00
A1-9.1	2" PE CTS Water Service	390	LFT	\$45.00	\$17,550.00
A1-9.2	2" Water Service Curb Stop Assembly	1	EA	\$3,250.00	\$3,250.00
A1-9.3	1" PE CTS Water Service	1,610	LFT	\$41.50	\$66,815.00
A1-9.4	1" Water Service Curb Stop Assembly	32	EA	\$1,890.00	\$60,480.00
A1-10.1	Fire Hydrant Assembly – Type 1	6	EA	\$10,000.00	\$60,000.00
A1-10.2	Fire Hydrant Assembly – Removal	4	EA	\$750.00	\$3,000.00
A1-11.1	10" DI 90° Bend	1	EA	\$1,285.00	\$1,285.00
A1-11.2	10" DI 45° Bend	6	EA	\$1,065.00	\$6,390.00
A1-11.3	10" DI 22.5° Bend	2	EA	\$1,050.00	\$2,100.00
A1-11.4	12" x 10" Tapping Valve, Sleeve & Box	1	EA	\$10,000.00	\$10,000.00
A1-11.5	10" x 10" Tee Fitting	1	EA	\$2,375.00	\$2,375.00
A1-11.6	10" x 8" Reducer Fitting	1	EA	\$900.00	\$900.00
A1-11.7	10" x 6" Tee Fitting	2	EA	\$2,000.00	\$4,000.00
A1-11.8	10" Plug	1	EA	\$630.00	\$630.00
A1-11.9	8" x 8" Tee Fitting	1	EA	\$1,690.00	\$1,690.00
A1-11.10	6" x 6" Tapping Valve, Sleeve & Box	1	EA	\$6,500.00	\$6,500.00
A1-11.11	6" DI 90° Bend	1	EA	\$650.00	\$650.00
A1-12.1	INDOT Pavement Restoration – HMA Surface	16	TON	\$250.00	\$4,000.00
A1-12.2	INDOT Pavement Restoration – HMA Intermediate	25	TON	\$200.00	\$5,000.00
A1-12.3	INDOT Pavement Restoration – HMA Base	96	TON	\$150.00	\$14,400.00
A1-12.4	INDOT Pavement Restoration – Compacted Subgrade Type 1C	115	TON	\$55.00	\$6,325.00
A1-13.1	Local Roadway Pavement Restoration – HMA Surface	4	TON	\$250.00	\$1,000.00

A1-13.2	Local Roadway Pavement Restoration – HMA Intermediate	7	TON	\$200.00	\$1,400.00
A1-13.3	Local Roadway Pavement Restoration – HMA Base	7	TON	\$150.00	\$1,050.00
A1-13.4	Local Roadway Restoration – Compacted Aggregate No. 53 Base	13	TON	\$80.00	\$1,040.00
A1-14.1	SR 120 Streetscape – 4” Sidewalk Restoration	940	SYD	\$85.00	\$79,900.00
A1-14.2	SR 120 Streetscape – 9” PCCP Driveway Restoration	150	SYD	\$175.00	\$26,250.00
A1-14.3	SR 120 Streetscape – INDOT No. 8 Aggregate Backfill	289	SYD	\$100.00	\$28,900.00
A1-15.1	SR 120 Streetscape – Curb Ramp Restoration	55	SYD	\$300.00	\$16,500.00
A1-16.1	SR 120 Streetscape – Concrete Curb Restoration	205	LFT	\$45.00	\$9,225.00
A1-17.1	Tower Site Temporary Access Road	1420	SYD	\$17.50	\$24,850.00
A1-18.1	Landscape Restoration & Seeding	1	LSUM	\$7,750.00	\$7,750.00
A1-19.1	Water Main Line Stop – 6”, Undistributed	2	EA	\$10,500.00	\$21,000.00
				A1 Bid Total	\$977,216.00
<b>Bid Proposal Form – Mandatory Bid Alternate A2</b>					
No.	Description	Quantity	Unit	Unit Price	Line Item Price
A2-1.1	Mobilization and Demobilization (5% Max)	1	LSUM	\$6,500.00	\$6,500.00
A2-2.1	Construction Staking	1	LSUM	\$25,500.00	\$25,500.00
A2-3.1	Erosion Control	1	LSUM	\$8,500.00	\$8,500.00
A2-4.1	Tower/Well Site Earthwork and Grading	1	LSUM	\$133,500.00	\$133,500.00
A2-5.1	Dewatering	1	LSUM	\$3,500.00	\$3,500.00
A2-6.1	Landscape Restoration and Seeding	1	LSUM	\$65,000.00	\$65,000.00
A2-7.1	Maintenance of Traffic	1	LSUM	\$1,500.00	\$1,500.00
A2-8.1	12” C900 PVC Water Main	230	LFT	\$107.50	\$24,725.00
A2-8.2	16” C900 PVC Water Main	7	LFT	\$315.00	\$2,205.00
A2-8.3	10” C900 PVC Water Main	150	LFT	\$97.50	\$14,625.00



A2-8.4	8" C900 PVC Water Main	15	LFT	\$95.00	\$1,425.00
A2-9.1	12" Gate Valve and Box	2	EA	\$5,725.00	\$11,450.00
A2-9.2	16" Gate Valve and Box	1	EA	\$17,000.00	\$17,000.00
A2-9.3	10" Gate Valve and Box	1	EA	\$4,775.00	\$4,775.00
A2-10.1	1" PE CTS Water Service	120	LFT	\$17.50	\$2,100.00
A2-10.2	1" Water Service Curb Stop Assembly	1	EA	\$1,650.00	\$1,650.00
A2-11.1	16" DI 45° Bend	2	EA	\$2,790.00	\$5,580.00
A2-11.2	10" DI 45° Bend	4	EA	\$1,065.00	\$4,260.00
A2-11.3	8" DI 45° Bend	2	EA	\$750.00	\$1,500.00
A2-11.4	16" x 12" Reducer Fitting	1	EA	\$2,050.00	\$2,050.00
A2-11.5	12" x 10" Reducer Fitting	1	EA	\$1,135.00	\$1,135.00
A2-11.6	12" x 12" Tee Fitting	1	EA	\$2,425.00	\$2,425.00
A2-11.7	12" x 8" Tee Fitting	1	EA	\$2,265.00	\$2,265.00
A2-11.8	8" x 8" Tapping Valve, Sleeve & Box	1	EA	\$7,900.00	\$7,900.00
A2-12.1	Tower/Well Site – 12" PVC Storm Sewer	160	LFT	\$70.00	\$11,200.00
A2-12.2	Tower/Well Site – Storm Inlet	1	EA	\$1,900.00	\$1,900.00
A2-12.3	Tower/Well Site – Drywell	2	EA	\$6,500.00	\$13,000.00
A2-12.4	Tower/Well Site – 4" PVC Sewer	45	LFT	\$100.00	\$4,500.00
A2-13.1	Tower Site – INDOT No. 53 Compacted Aggregate	1040	TON	\$41.00	\$42,640.00
A2-14.1	Wellhouse #6 Structure	1	LSUM	\$52,500.00	\$52,500.00
A2-14.2	Wellhouse #6 Mechanical & Electrical	1	LSUM	\$94,750.00	\$94,750.00
A2-15.1	Water Well No. 6 – Peerless Midwest	1	LSUM	\$153,000.00	\$153,000.00
A2-15.2	Existing Well No. 3& No. 4 Improvements – Peerless Midwest	1	LSUM	\$93,290.00	\$93,290.00
A2-16.1	Chemical Building Structure	1	LSUM	\$81,500.00	\$81,500.00
A2-16.2	Chemical Building Mechanical & Electrical	1	LSUM	\$235,000.00	\$235,000.00
A2-17.1	Well Site Electrical	1	LSUM	\$70,000.00	\$70,000.00
A2-18.1	Water Main Line Stop – 8", Undistributed	2	EA	\$11,500.00	\$23,000.00
A2 Bid Total					\$1,227,350.00
<b>Bid Proposal Form – Mandatory Bid Alternate A3</b>					
No.	Description	Quantity	Unit	Unit Price	Line Item Price

A3-1.1	Mobilization and Demobilization (5% Max)	1	LSUM	\$20,000.00	\$20,000.00
A3-2.1	Construction Staking	1	LSUM	\$25,500.00	\$25,500.00
A3-3.1	Erosion Control	1	LSUM	\$12,750.00	\$12,750.00
A3-4.1	Site Clearing	1	LSUM	\$20,000.00	\$20,000.00
A3-5.1	Dewatering	1	LSUM	\$45,000.00	\$45,000.00
A3-6.1	Maintenance of Traffic	1	LSUM	\$5,000.00	\$5,000.00
A3-7.1	12" C900 PVC Water Main	1040	LFT	\$101.50	\$105,560.00
A3-7.2	12" C900 PVC Water Main by HDD	8550	LFT	\$130.00	\$1,111,500.00
A3-7.3	12" C900 PVC Water Main by Bore and Jack – Railroad Crossing	113	LFT	\$700.00	\$79,100.00
A3-7.4	12" HDPE Water Main	390	LFT	\$95.00	\$37,050.00
A3-7.5	12" HDPE Water Main & Casing – SR 120 Crossing	110	LFT	\$450.00	\$49,500.00
A3-7.6	8" C900 PVC Water Main	20	LFT	\$95.00	\$1,900.00
A3-7.7	6" C900 PVC Water Main	20	LFT	\$65.50	\$1,310.00
A3-8.1	12" Gate Valve and Box	28	EA	\$5,725.00	\$160,300.00
A3-8.2	8" Gate Valve and Box	1	EA	\$3,335.00	\$3,335.00
A3-8.3	6" Gate Valve and Box	1	EA	\$2,435.00	\$2,435.00
A3-9.1	2" PE CTS Water Service	40	LFT	\$45.00	\$1,800.00
A3-9.2	2" Water Service Curb Stop Assembly	2	EA	\$3,250.00	\$6,500.00
A3-10.1	Fire Hydrant Assembly – Type 1	20	EA	\$10,000.00	\$200,000.00
A3-10.2	Fire Hydrant Assembly – Type 2	3	EA	\$10,000.00	\$30,000.00
A3-10.3	Fire Hydrant Assembly - Removal	1	EA	\$750.00	\$750.00
A3-11.1	12" DI 45° Bend	11	EA	\$1,400.00	\$15,400.00
A3-11.2	12" DI 22.5° Bend	6	EA	\$1,300.00	\$7,800.00
A3-11.3	12" DI 11.25° Bend	4	EA	\$1,265.00	\$5,060.00
A3-11.4	12" x 12" Tapping Valve, Sleeve & Box	1	EA	\$11,500.00	\$11,500.00
A3-11.5	12" x 12" Tee Fitting	5	EA	\$2,425.00	\$12,125.00
A3-11.6	12" x 8" Tee Fitting	1	EA	\$2,265.00	\$2,265.00
A3-11.7	12" x 8" Reducer Fitting	1	EA	\$1,030.00	\$1,030.00
A3-11.8	12" HDPE/PVC Material Transition Fitting	2	EA	\$1,785.00	\$3,570.00
A3-11.9	12" HDPE Thrust Anchor	2	EA	\$5,000.00	\$10,000.00
A3-11.10	12" Plug	4	EA	\$825.00	\$3,300.00



A3-11.11	8" x 8" Tapping Valve, Sleeve & Box	2	EA	\$7,900.00	\$15,800.00
A3-12.1	River Crossing Monitoring Structure	1	EA	\$32,500.00	\$32,500.00
A3-13.1	Clean Water Air Release Valve	1	EA	\$24,250.00	\$24,250.00
A3-14.1	Local Roadway Pavement Restoration – HMA Surface	8	TON	\$250.00	\$2,000.00
A3-14.2	Local Roadway Pavement Restoration – HMA Intermediate	15	TON	\$200.00	\$3,000.00
A3-14.3	Local Roadway Pavement Restoration – HMA Base	15	TON	\$150.00	\$2,250.00
A3-14.4	Local Roadway Restoration – Compacted Aggregate No. 53 Base	30	TON	\$80.00	\$2,400.00
A3-15.1	Parking Lot Pavement Restoration – HMA Surface	2	TON	\$125.00	\$250.00
A3-15.2	Parking Lot Pavement Restoration – HMA Base	3	TON	\$100.00	\$300.00
A3-15.3	Parking Lot Pavement Restoration – Compacted Aggregate No. 53 Base	5	TON	\$41.50	\$207.50
A3-16.1	Landscape Restoration & Seeding	1	LSUM	\$23,500.00	\$23,500.00
A3-17.1	Water Main Line Stop – 8" Undistributed	1	EA	\$11,500.00	\$11,500.00
A3-17.2	Water Main Line Stop – 12" Undistributed	1	EA	\$14,500.00	\$14,500.00
A3 Bid Total					\$2,123,797.50
<b>Bid Proposal Form – Mandatory Bid Alternate A4</b>					
No.	Description	Quantity	Unit	Unit Price	Line Item Price
A4-1.1	Mobilization and Demobilization (5% Max)	1	LSUM	\$12,500.00	\$12,500.00
A4-2.1	Construction Staking	1	LSUM	\$25,500.00	\$25,500.00
A4-3.1	Erosion Control	1	LSUM	\$18,000.00	\$18,000.00
A4-4.1	Site Clearing	1	LSUM	\$4,500.00	\$4,500.00
A4-5.1	Dewatering	1	LSUM	\$1.00	\$1.00
A4-6.1	Maintenance of Traffic	1	LSUM	\$3,500.00	\$3,500.00
A4-7.1	12" C900 PVC Water Main	60	LFT	\$107.50	\$6,450.00
A4-7.2	12" C900 PVC Water Main by HDD	450	LFT	\$130.00	\$58,500.00

A4-7.3	12" HDPE Water Main	790	LFT	\$95.00	\$75,050.00
A4-7.4	10" C900 PVC Water Main	90	LFT	\$97.50	\$8,775.00
A4-7.5	10" C900 PVC Water Main by HDD	2,900	LFT	\$102.50	\$297,250.00
A4-7.6	8" C900 PVC Water Main	5	LFT	\$95.00	\$475.00
A4-7.7	6" C900 PVC Water Main	215	LFT	\$52.50	\$11,287.50
A4-8.1	12" Gate Valve and Box	1	EA	\$5,725.00	\$5,725.00
A4-8.2	10" Gate Valve and Box	10	EA	\$4,775.00	\$47,750.00
A4-8.3	6" Gate Valve and Box	4	EA	\$2,435.00	\$9,740.00
A4-9.1	Fire Hydrant Assembly – Type 1	9	EA	\$10,000.00	\$90,000.00
A4-9.2	Fire Hydrant Assembly – Type 2	1	EA	\$10,000.00	\$10,000.00
A4-9.3	Fire Hydrant Assembly – Removal	1	EA	\$750.00	\$750.00
A4-10.1	12" DI 45° Bend	3	EA	\$1,400.00	\$4,200.00
A4-10.2	12" DI 22.5° Bend	2	EA	\$1,300.00	\$2,600.00
A4-10.3	12" x 10" Reducer Fitting	1	EA	\$1,135.00	\$1,135.00
A4-10.4	12" x 8" Reducer Fitting	1	EA	\$1,030.00	\$1,030.00
A4-10.5	12" HDPE Thrust Anchor	2	EA	\$5,000.00	\$10,000.00
A4-10.6	12" PVC/HDPE Material Transition	2	EA	\$1,785.00	\$3,570.00
A4-10.7	10" x 10" Tee Fitting	2	EA	\$2,375.00	\$4,750.00
A4-10.8	10" x 6" Tee Fitting	3	EA	\$2,000.00	\$6,000.00
A4-10.9	10" x 6" Reducer	1	EA	\$760.00	\$760.00
A4-10.10	10" Plug	2	EA	\$630.00	\$1,260.00
A4-10.11	8" x 8" Tapping Valve, Sleeve & Box	1	EA	\$7,900.00	\$7,900.00
A4-10.12	6" x 6" Tee Fitting	1	EA	\$1,005.00	\$1,005.00
A4-10.13	6" x 6" Tapping Valve, Sleeve & Box	2	EA	\$6,500.00	\$13,000.00
A4-10.14	6" Plug	3	EA	\$380.00	\$1,140.00
A4-11.1	River Crossing Monitoring Structure	1	EA	\$32,500.00	\$32,500.00
A4-12.1	Local Roadway Pavement Restoration – HMA Surface	15	TON	\$250.00	\$3,750.00
A4-12.2	Local Roadway Pavement Restoration – HMA Intermediate	25	TON	\$200.00	\$5,000.00
A4-12.3	Local Roadway Pavement Restoration – HMA Base	25	TON	\$150.00	\$3,750.00



A4-12.4	Local Roadway Restoration – Compacted Aggregate No. 53 Base	45	TON	\$80.00	\$3,600.00
A4-13.1	Landscape Restoration & Seeding	1	LSUM	\$16,850.00	\$16,850.00
A4-14.1	Inserta Valve – 8"	1	EA	\$14,850.00	\$14,850.00
A4-15.1	Water Main Line Stop – 8", Undistributed	1	EA	\$11,500.00	\$11,500.00
A4-15.2	Water Main Line Stop – 6", Undistributed	2	EA	\$10,500.00	\$21,000.00
A4 Bid Total					\$856,903.50
<b>Bid Proposal Form – Mandatory Bid Alternate A5</b>					
No.	Description	Quantity	Unit	Unit Price	Line Item Price
A5-1.1	Mobilization and Demobilization (5% Max)	1	LSUM	\$2,500.00	\$2,500.00
A5-2.1	Construction Staking	1	LSUM	\$6,500.00	\$6,500.00
A5-3.1	Erosion Control	1	LSUM	\$2,500.00	\$2,500.00
A5-4.1	Tower/Well Site Final Grading & Cleanup	1	LSUM	\$12,800.00	\$12,800.00
A5-5.1	Tower Site Pavement - HMA Surface	212	TON	\$135.00	\$28,620.00
A5-5.2	Tower Site Pavement - HMA Intermediate	422	TON	\$105.00	\$44,310.00
A5-5.3	Tower Site Pavement - HMA Base	422	TON	\$105.00	\$44,310.00
A5-6.1	Landscape Restoration & Seeding	1	LSUM	\$75,000.00	\$75,000.00
A5-7.1	Water System Control Installation and Integration	1	LSUM	\$560,000.00	\$560,000.00
A5-8.1	Well & Tower System Start-Up	1	LSUM	\$25,500.00	\$25,500.00
A5 Bid Total					\$802,040.00
<b>Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)</b>					<b>\$5,987,307.00</b>

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. The following Bid Alternates are included in the approved Contract

**Mandatory Bid Alternates A1, A2, A3, A4, and A5.**

Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)  
**\$5,987,307.00.**

~~D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

***Deleted***

**ARTICLE 6—PAYMENT PROCEDURES**

**6.01 Submittal and Processing of Payments**

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

**6.02 Progress Payments; Retainage**

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **TBD** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

***Deleted***

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

**6.03 Final Payment**

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.



6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- ~~A. All amounts not paid when due will bear interest at the rate of [number] percent per annum.~~

***Deleted***

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of 18 sheets with each sheet bearing the following general title: **Town of Bristol Water System Improvements Project – Contract A**
7. Special Provisions.
- ~~7. Drawings listed on the attached sheet index.~~

***Deleted***

8. Addenda (numbers 1 to 3, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
  - a. ***Contractor's Bid (pages B/1 to B/16, inclusive).***
  - b. ***Documentation submitted by Contractor prior to Notice of Award.***
    - 1) ***Itemized Bid Proposal***
    - 2) ***Receipt of Addenda***
    - 3) ***Bid Bond***
    - 4) ***Power of Attorney***
    - 5) ***Indiana State Bid Form 96***
    - 6) ***Financial Statement***

- 7) *OEE-1 (Certification of Non-segregated Facilities)*
- 8) *OEE-2 (Notice to Labor Unions or Other Organizations of Workers Nondiscrimination in Employment)*
- 9) *Certification From Contractor Related to American Iron and Steel*
- 10) *MBE/WBE Good Faith Effort's Worksheet.*

10. The following which may be delivered or issued on or after the Effective Date of this Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Orders.
- d. Field Orders.
- e. Warranty Bond, if any.

~~B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).~~

***Deleted***

- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in this Agreement.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in



the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site, if any, that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**8.02 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Agreement. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in this Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of this Agreement.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:  
Town of Bristol  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
P.O. Box 122  
Bristol, IN 46507

Designated Representative:  
Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
303 E Vistula St  
Bristol, IN 46507

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

Email: \_\_\_\_\_  
*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:  
Niblock Excavating, Inc.  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: July 3, 2024  
*(date signed)*

Name: Chad Niblock  
*(typed or printed)*

Title: President  
*(typed or printed)*

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: Chase Niblock, Vice President  
*(typed or printed)*

Address for giving notices:  
P.O. Box 211  
Bristol, IN 46507

Designated Representative:  
Name: Brian Swallow  
*(typed or printed)*

Title: Project Manager  
*(typed or printed)*

Address:  
Niblock Excavating  
PO Box 211  
Bristol, IN 46507

Phone: (574) 848-4437

Email: cniblock@niblockexc.com

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_