Town of Bristol
303 E. VISTULA ST | PO BOX 122 | BRISTOL, INDIANA 46507 | 574-848-7007

**BRISTOL TOWN COUNCIL**

**BRISTOL, INDIANA**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**FOR**

# EARTHWAY BLVD SITE CLEARING

**APPROVED BY THE TOWN COUNCIL**

**THIS _____ DAY OF _____, 2026**

Jeff Beachy
President

Cathy Burke
Member

Dean Rentfrow
Member

Gregg Tuholski
Member

Doug DeSmith
Member

I hereby certify that these plans and specifications were prepared by me, or under by direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Indiana.

Date _____

Michael D. Voll, P.E.
Registered Professional Engineer
State of Indiana No. 11600311
Jones Petrie Rafinski Corp
325 S. Lafayette Boulevard
South Bend, IN 46601

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# LEGAL NOTICE

Elkhart Truth – Publish Friday, October 23, and Friday, October 30, 2026

Notice to Bidders
Town Council of the Town of Bristol, Indiana will receive sealed bids for the following project:
EARTHWAY BLVD SITE CLEARING

Sealed bids shall be delivered or forwarded by registered mail to:

Town Clerk Treasurer
Bristol Town Hall
303 E Vistula St
Bristol, IN 46507

Sealed bids are invited and shall be received in possession by Town of Bristol; Attn: Town of Bristol Earthway Blvd Site Clearing Project c/o Cathy Antonelli, Clerk-Treasurer at 303 E Vistula St, Bristol, IN 46507 during local government business hours of 8:00 am to 4:00 pm (EDT) from Friday, October 23, 2026 up until noon, 12:00 pm (EDT) Thursday, November 5, 2026. Bids received by the Town by the noon, 12:00 pm (EDT) Thursday, November 5, 2026 deadline will be opened, read aloud at the Town Council Meeting scheduled at 7:00 pm (EDT) at the Bristol Town Hall, 303 E Vistula St, Bristol, IN 46507 on Thursday, November 5, 2026. Bids received after the deadline to be returned unopened. After bid opening, the Town Council will take all bids under advisement and refer them to the Town Engineer for review & tabulation.

The Contract Documents will be shared electronically at no cost via Egnyte file sharing system. Following request for the Contract Documents by the bidder, Town Engineer will provide appropriate file sharing permissions to view and download documents. Bidders may request access to the Contract Documents from mvoll@jpr1source.com.

The Town of Bristol Eearthway Blvd Site Clearing includes: Removal of vegetation along the proposed roadway corridor between Maple St and SR 15 as well as a new drainage basin. An alternate vegetation removal is proposed for the remainder of the town property as outlined on the plans.

Work to be performed and the bid to be submitted shall include sufficient and proper sums for all general construction, mechanical installation, labor, materials, permits, licenses, insurance, and so forth incidental to and required for the construction of the Project. The Contractor shall submit an itemized bid for approximate quantities and components of labor and materials to complete the contract. Bid shall be upon standard bid sheet used by the Owner, and said sheet must contain an authorized signature of the Contractor, or the bid of the Contractor may, at the discretion of the Owner, be rejected and declared invalid. Bid shall be accompanied by a non-collusion affidavit per the statutes of Indiana. Bids shall be included in a sealed envelope, bearing the title of the Project, name, and address of bidder.

Each bid shall be accompanied by a certified check or acceptable bid bond made payable to the Owner in a sum of not less than ten percent (10%) of the total amount of the bid, which check or bond will be held by the Owner as evidence that the bidder will, if awarded the contract, enter into the same with the Owner upon notification for him to do so within ten (10) days of said notification.

Approved performance and payment bonds guaranteeing faithful and proper performance of the work and materials, executed by an acceptable surety company, will be required of the Contractor at the execution of contract. Bond to be in the amount of 100% of the Contract Price and must be in full force, effective throughout the term of the Construction Contract plus a period of twelve (12) months from date of substantial completion. Liquidated damages in the amount of five hundred dollars ($500.00) per day of delayed or unsatisfactory completion of the Contract, beyond the agreed upon completion date, shall be paid by the

Contractor to the Owner pursuant to terms and conditions of the written contract ultimately entered into by the successful bidder and Owner.

The Owner reserves the right to reject any bid, or all bids, or to accept any bid or bids, or make such combination of bids as may seem desirable, and to waive any and all informalities in bidding. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified may be rejected. No bids may be withdrawn after the scheduled closing time for receipt of bids for at least sixty (60) days.

A conditional or qualified Bid will not be accepted. Award will be made to the lowest, responsible and responsive bidder. The lowest responsive and responsible bidder shall be determined by the Owner.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction shall apply to the Project throughout.

Bids shall be properly and completely executed on bid forms included in the Specifications. Bids shall include all information requested by current Indiana Form 96. Under Section III of Form 96, the Bidder shall submit a financial statement. Bidder shall also submit a statement of experience, proposed plan or plans for performing the public work, equipment the Bidder has available for the performance of the public work on forms prescribed by the State Board of Accounts. Owner may make such investigations as deemed necessary to determine ability of Bidder to perform the work and Bidder shall furnish to Owner all such information and data for this purpose as Owner may request. Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Each Bidder is responsible for inspecting the Project site(s) and for reading and being thoroughly familiar with the Contract Documents and Specifications. Failure or omission of any bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

Owner is exempt from all federal, state, and local taxes, and will not be responsible for any taxes levied on the Bidders as a result of any contract award.

A bid, proposal or quotation submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each Beneficiary of the trust and each Settler empowered to revoke or modify the trust.

The Owner will award contract to the lowest "responsive" and "responsible" bidder. The Owner reserves the right to waive informalities or irregularities, and to reject any and all bids or portions thereof.

The awarded Contractor shall be required to provide information as to the owners of the Contractor and certify required information to comply with State law and Owner policy on anti-nepotism requirements.

Town of Bristol
Jeff Beachy, Town Council President

# CERTIFIED BID SUMMARY FORM

## EARTHWAY BLVD SITE CLEARING

This form is to be placed on the first page of the bid packet.

This Certified Bid Summary Form is to ensure that all required components of the bid have been included. Please initial each appropriate line, fill in the bid and alternate amounts, and place this sheet as the first page of your submittal. **The completed form must be submitted with your bid packet.**

_____ I have included the **Bid Form 96**.
_____ I have included the **Bid Bond**.
_____ I have included the **Financial Statement.**
_____ I have included the **Schedule.**
_____ I have included the **Base Bid.**
_____ I have included the **Addendum No.** _____

I hereby certify the following: 1) that all of the required documentation is contained within the following bid packet; 2) that the information provided in this proposal is accurate and complete; 3) that I have read and understand the instructions, terms, conditions and specifications of this solicitation; 4) that I agree to fulfill the requirements of any awarded contract at the prices proposed; and 5) that this proposal includes all costs necessary to provide all supervision, labor, services, materials, tools, equipment, supplies, insurance, permits, bonds, and other incidental items, whether or not specifically called for in the specifications and contract documents, to perform and complete in a workmanlike manner all work as specifically described under each item in the specifications and contract documents, and other work necessary to complete the project in accordance with the obvious or expressed intent of the specifications of the contract documents. Failure to accurately complete this form may be interpreted as a nonresponsive bid.

Signature: _____ Date: _____

Name: _____ Title: _____

Contractor's Name and Address: _____

_____

_____

# CONTRACT

THIS AGREEMENT, made as of the _____ day of _____ 2025 by and between, _____, a Corporation organized and existing under the laws of the State of Indiana, hereinafter called the "Contractor", and the Town of Bristol, INDIANA, hereinafter called the "Owner";

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, mutually agree as follows:

For the Town of Bristol, Indiana

**EARTHWAY BLVD SITE CLEARING**

Article 1. WORK

The Town of Bristol EARTHWAY BLVD SITE CLEARING includes: Asphalt Reconstruction, Concrete Approaches, Storm Water Structure Improvements, Concrete Curb and Gutter, Concrete Sidewalk, Pavement Markings & Appurtenances at Portions of Elkhart Street, and Saint Joseph Street.

Article 2. CONTRACT PRICE $_____

Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds. Where estimated quantities were provided in the itemized proposal, payment shall be made to Contractor for the actual number of units used multiplied by the unit price bid. Payment shall be as follows:

The Contractor shall be paid progress payments in accordance with verified payment request submitted in a timely fashion.

It is agreed that the amount to be paid per each pay request shall in no case exceed ninety percent (90%) of the value of the work properly performed or for materials or equipment delivered under the Contract. The remaining ten percent (10%) shall be reserved by the Owner as part security for the faithful performance and shall become due to the Contractor within sixty-one (61) days after the date of substantial completion of the work of all claims for labor and materials furnished in the performance of all work under this pay request in advance of the performance of the work or material or equipment delivery in order to fully utilize available funds for the Contract. In the event of any such advanced payment by Owner to Contractor, Contractor shall continue to submit payment requests in a timely fashion for review and verification and shall not be entitled to additional progress payments until any advance payments have been fully earned to include required retainage amounts. Owner may also direct and require Contractor to submit payment requests in a timely fashion to a designated general contractor being utilized by the Owner on a

related project. Any payments received from such designated general contractor shall accrue to the benefit of and be credited to the Owner on this Contract.

## ARTICLE 3. CONTRACT DOCUMENTS

The Contract will consist of the Indiana Department of Transportation's Standard Specifications (Current Edition), and the following sections which are attached hereto and are as fully a part of this Contract as if herein set out verbatim:

**SECTIONS**

1. Certified Bid Summary
2. This Agreement
3. Special Provisions
4. Technical Specifications
5. Itemized Bid
6. Acknowledgement of any Addenda
7. Bid Form 96
8. Performance and Labor and Materials Bond
   (To be submitted by the Contractor upon award and made a part of this Contract)
9. Certificate of Liability Insurance by Contractor
   (To be submitted by the Contractor upon award and made a part of this Contract)
10. Anti-Nepotism Certificate

## Article 4. CONSTRUCTION SCHEDULE

4.1 Each proposal shall be accompanied by a Construction Schedule detailing the time frame and order of work. The schedule shall include, but not be limited to the activities required to perform the following:

A. Implementation of Approved Maintenance of Traffic Plan
B. Mobilization
C. Implementation of Approved Erosion Control Plan
D. Asphalt Mainline Pavement Removal and Approach Removal
E. Storm Water Drainage Improvements
F. Subgrade Treatment
G. Aggregate Base and Compaction
H. Concrete Curb and Gutter
I. Concrete Sidewalk and Curb Ramp Construction
J. Concrete Approach Construction
K. HMA Mainline Paving
L. Pavement Markings
M. Signage
N. Appurtenances and Miscellaneous Restoration
O. Demobilization

4.2 Contractor shall submit to the Owner for acceptance proposed adjustments in the Construction Schedule that will not change the Contract Times. Such adjustments will conform generally to the Construction Schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Article 5. CONTRACT TIME

5.1 The work is to begin within **ten (10) calendar days** after the date of Notice to Proceed, or as weather permits, and is to be diligently prosecuted at such a date and in such a manner as in the opinion of the Engineer is necessary for the completion within the time herein specified.

5.2 The Contractor hereby agrees to complete the Work by Friday, November 21st, 2025. To accomplish the Work in this time frame may require the Contractor working longer hours or Saturdays. Time extension(s) shall not be permitted.

5.3 Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 5.2 above. It is agree between the parties hereto that if the Contractor shall not complete the work by the date herein specified, the Owner may:

A. Withhold from such sums as may be payable to the Contractor under the terms of this Contract, an amount equal to FIVE HUNDRED Dollars ($500) for each calendar day elapsing between the day so fixed for the completion of said Work and the date upon which said Work shall be completed and accepted by the Owner; and;

B. Relet said Work after giving the notice required by law, and the Contractor shall, on demand, pay to the Owner the cost of said reletting and the difference between the cost of construction or completing said improvement under said new contract, and the cost thereof under this contract.

C. The amounts above are hereby agreed upon as the just and liquidated damages which the Owner has sustained by reason of the non-completion of said Work within the time herein before fixed for the completion.

ARTICLE 6. MISCELLANEOUS

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 Contractor, its successors, assigns, and legal representatives shall perform and comply with all covenants, agreements, and obligations contained in the Contract Documents.

6.3 Owner shall comply with the covenants and agreements contained in the Contract Documents.

6.4 The Contractor shall be responsible for the providing of testing by an independent agency, incidental to the Contract. Testing shall include: an extraction test for the first run of each type of HMA mix for the project.

Test reports shall be promptly submitted to the Town's Engineer and where substandard results are found, corrective measures and retesting for standard results shall be documented.

6.5 Incidental to the Contract shall be the installation of temporary pavement markings as deemed necessary by the Owner for safe maintenance of traffic unless a specific pay item is established in the bid for the specific project segment involved.

6.6 The Contractor shall furnish the Town of Bristol with a performance bond and payment bond in the amount equal to the total contract price within ten (10) days after awarding the contract. The performance bond must include the Indiana Department of Transportation as additionally insured.

The performance bond shall be conditioned on the faithful performance of the work in accordance with these Specifications and Contract Documents, including any plans and drawings; the payment bond shall be conditioned on the full payment of and for all subcontractors and materials. The bonds must specify that: a modification, omission or addition to the terms and conditions of the public work contract, plans, specifications, drawings or profile; a defect in the public work contract; or a defect in the proceedings preliminary to the letting and awarding of the public work contract does not discharge the surety. The surety of the bonds may not be released until one (1) year after the date of the Town of Bristol's final settlement with the Contractor.

As a condition of awarding the contract, the successful bidder must furnish the bonds within ten (10) days after awarding the contract. Failure to do so within this time may be interpreted, at the discretion of the Owner, as failure to perform the obligations set forth in these Specifications and Contract Documents. The Owner may then consider other bids, and/or rebid the project.

6.7 The Contractor shall furnish a maintenance bond in an amount equal to ten percent (10%) of the total contract price within ten (10) days after the date of acceptance of the project by the Town. The maintenance bond shall guarantee for a period of one (1) year after the date of acceptance the work by the Town that all workmanship and materials used in the project are in accordance with the Specifications and Contract Documents. The Contractor shall be responsible for removing all defects due to faulty workmanship and/or materials and shall pay for any damage to other work resulting there from, which shall appear within the guarantee period.

6.8 Contractor shall defend, indemnify, and hold harmless the Owner from and against any and all liabilities, claims, demands, actions, and causes of action arising from or out of the actions or omissions of Contractor and Contractor's employees, agents, representatives, and subcontractors in the performance of this Contract or in the failure to comply with the requirements of this Contract.

6.9 The Contractor shall be responsible for the laying out of the work in the field based on the plan details and the Contractor's coordination with the Owner sufficiently in advance of the work. No direct payment will be made for the laying out of the work and coordinating with the Owner by the Contractor.

6.10 The Contractor shall be responsible for providing accurate estimated quantities of the completed work. The Owner shall verify the estimated quantities prior to payment to the Contractor for the work.

6.11 The types and minimum amount of insurance to be provided for by the Contractor shall be as follows:

A. Workmen's Compensation and Occupational Disease Insurance

The Contractor shall provide Workmen's Compensation and Occupational Disease Insurance as required by law. Such policy shall specifically include coverage for the State of Indiana.

B. Employer's Liability Insurance

The Contractor shall provide Employer's Liability with a minimum coverage of $1,000,000.

C. Comprehensive General Liability Insurance

The Contractor shall maintain Comprehensive General Liability Insurance with bodily injury of not less than $500,000 for any one (1) person in any one (1) occurrence, and $1,000,000 for two (2) or more persons in any one (1) occurrence, and with property damage liability limits of $300,000 in any one (1) occurrence. The insurance policy shall include the following:

1. Premises/Operations: The policy shall include coverage for the following special hazards when applicable to the project:

   i) Property damage arising out of blasting or explosion.

   ii) Property damage arising out of collapse of or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work or to moving, shoring, underpinning, raising, or demolition of any building or structure or rebuilding of any structural support thereof.

   iii) Injury to or destruction of wires, conduits, pipes, mains, sewers, and other similar property of any apparatus in connection therewith below the surface of ground, if caused by use of mechanical equipment.

2. Contractual (Broad Form Indemnification): The Contractor agrees to indemnify and save harmless the Owner and its agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the Owner for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons or on account of damage to property due or

claimed to be due to negligence of the Contractor, his Subcontractors, employees or agents.

3. Contractor's Protective: The Contractor shall maintain this type of coverage on a "Blanket" basis to cover the operations of any subcontractors.

D. Vehicle Liability Insurance

The Contractor shall maintain Comprehensive Vehicle Liability Insurance with bodily injury liability limits of not less than $500,000 for one (1) person in any one (1) occurrence and $1,000,000 for two (2) or more persons in any one (1) occurrence. Property damage liability insurance shall be maintained with limits of not less than $300,000 for any one (1) occurrence. This coverage may be provided either as a separate policy or as part of the Comprehensive General Liability Policy described previously. The vehicle insurance must include coverage for all owned, non-owned and hired vehicles.

E. Umbrella Policy Insurance

The Contractor shall maintain a minimum $1,000,000 Umbrella Policy in addition to its primary insurance.

F. Contractor shall not commence work until it has obtained all insurance specified herein, has filed, with the Owner one (1) copy of Certificate of Insurance, and such insurance has been approved by the Owner.

Should any Coverage approach expiration during the Contract period, it shall be renewed prior to its expiration, and Certificate again filed with the Owner.

If any such policies are canceled or are changed so as to reduce the coverage evidenced by the Certificate, at least ten (10) days prior written notice by registered mail of such cancellation or change shall be sent to the Owner.

All insurance provided for under this Section shall be written by insurance companies licensed to do business in Indiana.

All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed.

6.12 Contractor shall pay and satisfy all debts, claims or entitlements for payment of subcontractors, laborers, material suppliers, and those performing services on the Work, as engaged or employed by Contractor. Owner shall withhold money from the Contract Price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing service (I.C. 36-1-12-13).

6.13 Pursuant to Indiana Code §22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, religion,

color, sex, disability, national origin, or ancestry. Breach of this covenant may regarded as material breach of this Contract.

6.14 Contractor certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12 or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and that Contractor will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original copies on the day and year first above-written.

By: _____
Contractor

ATTEST: _____
Witness

TOWN COUNCIL
TOWN OF BRISTOL, INDIANA

By: _____
Jeff Beachy, President

ATTEST:

_____
Cathy Antonelli, Clerk-Treasurer
Town of Bristol

CERTIFICATION:

I, _____, certify that I am the _____ of the _____ named as Contractor herein and said Agreement was duly signed for and in behalf of said _____ by authority of its governing body, and is within the scope of corporate powers.

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# SPECIAL PROVISIONS

The following specifications are for this particular project. If any one or several of these conflict with the current Indiana Department of Transportation (INDOT) Standard Specifications and Detail Drawings, these Specifications are valid and the INDOT Standard Specifications which conflict are voided and the remainder of the INDOT Standard Specifications shall be valid. Anything not covered specifically by these Specifications shall be referred to the current INDIANA DEPARTMENT OF TRANSPORTATION, "STANDARD SPECIFICATIONS" and current "STANDARD DETAIL DRAWINGS", and these will be the governing factors for this project.

## 1. GENERAL DESCRIPTION OF THE WORK

The Town of Bristol Earthway Blvd Site Clearing includes: Removal of vegetation along proposed roadway corridor and drainage basin from Maple St to SR 15. Alternative 1 consists of removal of vegetation along remaining town property between Maple St and SR 15 as outlined in the plans.

Refer to the included itemized proposal for detailed breakdown of the work, including lump sum line items for the project.

## 2. REFERENCES

The plans, drawings, and specifications related to this project are on file at the Town of Bristol and are designated **"Town of Bristol – EARTHWAY BLVD SITE CLEARING."** These documents shall be applicable to the project and are hereby incorporated by reference.

## 3. REQUIREMENTS

All work shall be completed in accordance with the contract documents and any special conditions included in construction permits.

## 4. PROJECT QUESTIONS

All questions regarding the project shall be submitted by email to the Engineer. No questions will be answered over the phone. The deadline for questions to be considered as possible addendum shall be **12:00 pm, noon, EDT, on Monday, November 2, 2026**. Any questions received after this deadline will not be addressed. The final Addendum, if necessary, will be issued by **5:00 pm, EDT, on Wednesday, November 4, 2026**.

Questions shall be submitted to:

Jones Petrie Rafinski Corp.
Michael D. Voll
mvoll@jpr1source.com

## 5. AWARDING PROJECT

The Owner reserves the right to not award specific portions of the Project within the overall street improvements. The Owner also reserves the right to omit pay items or pay item partial quantities from the Project as awarded. The Bidder shall bid accordingly for awarded portions and any partial quantities to be constructed using the unit prices as bid for individual pay items.

## 6. CONSTRUCTION STAGING & SEQUENCING

Construction activities shall be conducted and scheduled so as to minimize interference with ongoing activities and processes.

The Contractor shall make good faith efforts to avoid damage to paved surfaces during construction and logistic efforts including, but not limited to, residue material from tire treads of construction equipment traffic.

## 7. PRE-CONSTRUCTION MEETING

Two weeks prior to the start of construction, a pre-construction meeting with the Town of Bristol and the Engineer shall be arranged by the Contractor. The schedule/timeline for the project shall also be reviewed and discussed at this meeting.

## 8. SUBSTANTIAL COMPLETION, PRE-FINAL INSPECTION

The Contractor shall advise the Town when all awarded portions of the project are substantially complete so that a pre-final inspection can be made with the Town, the Town's representatives, and the Contractor.

A "Punch List" of required work items to complete the project will be given to the Contractor immediately following the pre-final inspection.

Upon completion of the "Punch List", the Contractor shall notify the Town so that a final inspection can be held to verify that the "Punch List" items are complete, and the Town may accept the overall project.

The Contractor shall be charged liquidated damages at five hundred dollars ($500.00) per calendar day for each day or portion of a day beyond the allowed five (5) day "Punch List" period until the Town accepts the overall project.

The "Punch List" shall be completed within the specified allowable time limit for the project.

## 9. TRAFFIC CONTROL & ACCESSIBILITY

Traffic control for maintaining two-way safe traffic for this project shall be performed using the Contractor's own traffic control plan as approved by the Town in accordance with the Indiana Manual on Uniform Traffic Control Devices for streets and highways. Traffic control shall be specific and applicable to the aforementioned project. The Contractor shall notify the Town of Bristol about any detours or closures seven days in advance of when they are implemented. Approval of the Contractor's traffic control plan by the Town shall not relieve the Contractor from the responsibility to provide safe two-way traffic control.

Contractor shall provide temporary driveway approach access within the project to be included in the cost of the established pay item as bid.

## 10. UNDERGROUND CONDITIONS

The Town of Bristol has performed no sub-surface investigation. The Contractor shall perform any sub-surface investigations necessary to become familiar with local conditions prior to bidding. There shall be no compensation for investigation work.

## 11. UTILITY CONTINGENCIES

The Contractor shall take all reasonable steps to protect existing utilities including, but not limited to, sanitary manhole structures, piping and laterals, storm water piping, manhole, catch basin and inlet structures, water valves and stems, and fire hydrants.

Contractor shall be held liable for the repair of structural damages to utilities sustained as a result of Contractor activities at no cost to the Owner. Contractor shall submit written notice of repair method and materials to the Owner for review and approval prior to repair of structural damages. Repair of structural damages shall not proceed until Owner provides Contractor written notice of approved repair method and materials. Approval of repair methods by the Owner shall not relieve the Contractor from the responsibility to successfully repair the damage as deemed by the Owner of the damaged materials.

## 12. UTILITY COORDINATION

The Contractor will be responsible for coordination with utilities affected by the proposed construction. Contact information for the utilities have been included on the cover page to the plan documents. The Engineer has determined some relocation of utility facilities to be performed by Utilities in coordination with the construction of this project by the Contractor. The Contractor shall schedule the project work as necessary to allow for relocations by the Utilities.

## 13. UTILITY LOCATIONS

For protection of underground utilities, Contractor shall call Indiana's "811" Utility Location Service at (800) 382-5544 a minimum of three (3) working days prior to excavating in the vicinity of utility lines. All "811" participating members will thus be routinely notified. This does not relieve the Contractor of notifying utility owners who may not be part of the "811" alert system.

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# TECHNICAL SPECIFICATIONS

## GENERAL

1. Work Included

The work under each item shall include all labor, materials, tools, equipment, supplies, cost of insurance and bonds, other miscellaneous costs, together with all of the work specifically described under each item and other work necessary to complete the project in accordance with the obvious or expressed intent of the Contract Documents.

2. Obligations

The Contractor is obligated under this Contract to construct the improvements as contemplated and proposed in the Contract Documents. The Contractor is further obligated to make any and all changes in the work as ordered by the Town Engineer and approved by the Owner. All work shall be done for the unit or lump sum prices bid and shall be subject to additional payments or credits as authorized in writing by the Owner.

3. Payment

The unit and lump sum prices as bid to be paid for the respective pay items shall be considered payment in full for the completion of all work specified under each item, complete and ready for use, including testing as shown on the plans and as specified. Payments made under each item will compensate for all such work that is not specifically included under any other item.

4. Indiana Department of Transportation Specifications and Drawings

The “Standard Specifications and Drawings”, current edition, as adopted by the Indiana Department of Transportation (INDOT), are hereby incorporated into these Contract Documents. Copies of these Standard Specifications and Drawings are available for inspection on INDOT’s website.

# CLEARING RIGHT OF WAY

Description
*In accordance with INDOT Standard Specifications: 201 and 203.*

This work shall include, but may not be limited to, all labor, materials, tools, equipment, cutting, trimming, chipping, stump grinding, removal, excavation, backfilling, and hauling and disposal of brush necessary for construction of the proposed improvements, and miscellaneous obstructions not to remain as shown on the plans, found at the site by inspection, or as directed by the Owner in the field.

Construction Requirements
All existing vegetation within the existing Owner Right-of-Way shall be protected unless designated as shown on the plans and as directed by the Owner. Trees within Owner Right-of-Way designated for removal as shown on the plans shall be removed.

Trees cut within the Work area, either within easements or within Owner Right-of-Way shall have their stumps ground out with roots removed. Voids shall be filled and graded for positive drainage with screened topsoil, with mulched seeding Type 'U' as incidental to the Contract.

Limb and brush removal shall be performed in neat fashion so as not to leave behind 'snapped' branches and broken limbs. Limbs within Owner Right-of-Way shall be removed as directed by the Owner.

Burn pits or use of fire for removing vegetation shall not be permitted within Town of Bristol Limits.

Method of Measurement
Tree removal will be measured in accordance with INDOT Standard Specification 201.06(c).4., per each, completed in place as determined by Owner.

Basis of Payment
The pay items for mobilization and demobilization, clearing and grubbing, and all incidentals will be paid by the acre of vegetation removed.

| Pay Item | Pay Unit |
|---|---|
| CLEARING AND GRUBBING | ACRE |

**ITEMIZED BID**

**TOWN OF BRISTOL, INDIANA**
**EARTHWAY BLVD SITE CLEARING**
**ITEMIZED BID**


| | | | | | | |
|---|---|---|---|---|---|---|
| **1** | **EARTHWAY BLVD** | | | | | |
| **FROM:** | **MAPLE STREET** | | | | | |
| **TO:** | **SR 15** | | | | | |
| **ITEM NO.** | **DESCRIPTION** | **ESTIMATED QUANTITY** | **UNIT** | **UNIT PRICE** | **UNIT PRICE OR LUMP SUM PRICE *(WRITTEN OUT IN WORDS)*** | **TOTAL COST** |
| 1 | CLEARING AND GRUBBING | 2.43 | ACRE | | | |
| | | | | | | |
| | | | | | TOTAL | |
| | | | | | | |
| | ALTERNATE 1 | | | | | |
| 2 | CLEARING AND GRUBBING | 3.80 | ACRE | | | |
| | | | | | TOTAL | |
| | | | | | | |
| | | | | | GRAND TOTAL | |
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**TOWN OF BRISTOL, INDIANA**
**EARTHWAY BLVD SITE CLEARING**
**ITEMIZED BID**
**Page 2 of 2**

The original signed bid must be submitted to the office designated in the Notice to Bidder by the specified opening date and time to receive consideration. The Contractor certifies that the information provided by it in its bid is accurate and complete. The execution of this bid is certification that the undersigned Contractor has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded contract at the prices proposed. This bid includes all costs necessary to provide all supervision, labor, services, materials, tools, equipment, supplies, insurance, permits, bonds, and other incidental items, whether or not specifically called for in the Specifications and Contract Documents, to perform and complete in a workmanlike manner all work as specifically described under each item in the Specifications and Contract Documents, and other work necessary to complete the project in accordance with the obvious or expressed intent of the Specifications and Contract Documents.

Contractor's Name: _____

Address: _____ City, State, Zip: _____

Signed By: _____ Title: _____ Date: _____

Acknowledgement of Addenda: _____

Grand Total Base Bid = $ _____