

## CONTRACT

### 2018 STREET REHABILITATION – CONTRACT II EN-293-02

#### NOBLESVILLE, INDIANA

This Contract is dated as the 15th day of May, 20 18.

between the Board of Public Works and Safety, Noblesville, Indiana  
(hereinafter called **OWNER**)  
and E&B Paving Co., Inc.  
(hereinafter called **CONTRACTOR**)

**OWNER** and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### Article 1. WORK

1.1 **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. Base bid work for which proposals are to be received is for the construction of approximately 1100 tons of full depth patching, 115000 square yards of surface pavement milling, 190 square yards of ADA ramp replacement, 1400 SYS of sidewalk spot repairs, 4600 tons of HMA surface, and 67000 linear feet of pavement striping. Alternate bid work is for the construction of approximately 38000 square yards of surface milling, 90 square yards of ADA ramp replacement, 300 SYS of sidewalk spot repairs, 1500 SYS of concrete drive replacement, 2800 tons of HMA surface, 550 SYS of new passing blister construction, 1000 LFT of new RCP storm sewer, and 8200 LFT of HMA alley reconstruction.

1.2 The project for which work is to be performed under the Contract Documents is generally described as:

#### 2018 STREET REHABILITATION – CONTRACT II

## **Article 2. OWNER**

2.1 The Project is being administered by the City of Noblesville – Department of Engineering, which is hereinafter serving as agent for the Board of Public Works and Safety, Noblesville, Indiana. The City of Noblesville – Department of Engineering will assume all duties and responsibilities and will have the rights and authority assigned to **OWNER** under the Contract Documents in connection with completion of the Work.

## **Article 3. CONTRACT TIME**

3.1 The successful Bidder of the work shall be prepared to complete the furnishing and construction of this project and be substantially completed and ready for use as defined in the Special Provisions.

3.2 Liquidated Damages. **OWNER** and **CONTRACTOR** 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 time specified in Paragraph 3.1. They also recognize the delays, expense and difficulties involved in proving in legal or arbitration proceedings 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 a penalty) **CONTRACTOR** shall pay **OWNER** per Section 9 (Liquidated Damages) of the Information for Bidder.

## **Article 4. CONTRACT PRICE**

4.1 The **OWNER** shall pay the **CONTRACTOR** for performance of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work, as described in the Itemized Proposal, multiplied by the final quantity of that item. Based on the estimated quantities of each item and the submitted unit prices, this amount is Two

Million, Six Hundred Thousand, Fifty-Two dollars (\$ 2,600,052.00),

which the **CONTRACTOR** agrees to receive and accept.

#### **Article 5. PAYMENT PROCEDURES**

**CONTRACTOR** shall submit Applications for Payment. Applications for Payment will be processed by **OWNER**.

**5.1 Progress Payments.** **OWNER** make progress payment on account of the Contract Price on the basis of **CONTRACTOR's** Applications for Payments, twice a month during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values listed in the Itemized Proposal.

**5.2 Final Payment.** Upon completion and acceptance of the Work, **OWNER** shall pay the remainder of the Contract Price.

#### **Article 6. INTEREST**

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

#### **Article 7. CONTRACTOR'S REPRESENTATION**

In order to induce **OWNER** to enter into this Contract, **CONTRACTOR** makes the following representations:

**7.1 CONTRACTOR** is familiar with the nature and extent of the Contract Documents, work locality and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the Work.

**7.2 CONTRACTOR** has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by the City of Noblesville – Department of Engineering, in the preparation of the Drawings and which have been identified in the Supplementary Conditions.

**7.3 CONTRACTOR** has made or caused to be made examinations, investigations, and tests and studies of such reports and related data

in addition to those referred to in Paragraph 7.2 as deemed necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by **CONTRACTOR** for such purposes.

**7.4 CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

**7.5 CONTRACTOR** has given **OWNER** written notice of all conflicts, errors, or discrepancies that have been discovered in the Contract Documents and the written resolution thereof by **OWNER** is acceptable to **CONTRACTOR**.

#### **Article 8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Contract between **OWNER** and **CONTRACTOR** are made a part hereof as is attached to this Contract and consist of the following:

- 8.1 This Contract (Pages 1 to 6, inclusive)
- 8.2 Advertisement for Bids
- 8.3 Information for Bidders
- 8.4 Bid
- 8.5 Bid Bond or Certified Check
- 8.6 List of Suppliers / Subcontractors
- 8.7 Non-Collusion Affidavit
- 8.8 Form 96
- 8.9 E-Verify Affidavit
- 8.10 General Conditions
- 8.11 Supplemental General Conditions
- 8.12 Special Provisions
- 8.13 Payment Bond
- 8.14 Performance Bond
- 8.15 Notice of Intent to Award
- 8.16 Notice to Proceed
- 8.17 Specifications and Drawings prepared and/or issued by the City of Noblesville – Department of Engineering, dated April 6, 2018.
- 8.18 Addenda:

No. 1, dated April 18, 20 18.

- 8.19 Documents submitted by **CONTRACTOR** prior to Notice of Intent to Award.
- 8.20 Any Modifications, including Change Orders, duly delivered after execution of Contract.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification.

#### **Article 9. MISCELLANEOUS**

- 9.1 Terms used in this Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the Supplemental General Conditions.
- 9.2 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), and 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.
- 9.3 **OWNER** and **CONTRACTOR** each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, contracts and obligations contained in the Contract Documents.

#### **Article 10. SAFETY**

- 10.1 **CONTRACTOR** shall be responsible for the safety of employees at all times and shall provide all equipment to ensure their safety. **CONTRACTOR** shall ensure the enforcement of all applicable safety

rules, regulations, ordinances and laws, whether federal, state or local.  
**CONTRACTOR** shall hold harmless and indemnify the City of Noblesville from, for, and against any claim of any person in tort, contract, or otherwise arising out of a job-related injury, whether physical or otherwise.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract in triplicate. One counterpart each has been delivered to **OWNER, CONTRACTOR** and **CITY OF NOBLESVILLE – DEPARTMENT OF ENGINEERING**. All portions of the Contract Documents have been signed or identified by **OWNER** and **CONTRACTOR**.

This Contract will be effective on May 15, 2018.

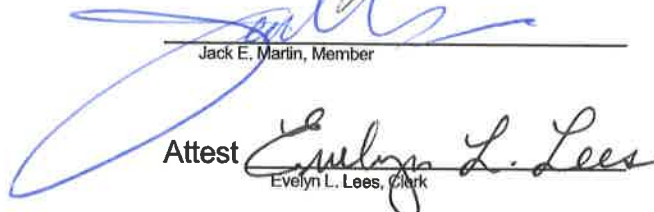
**OWNER:**

**City of Noblesville  
BOARD OF PUBLIC WORKS AND SAFETY**

  
John Ditslear, Mayor

  
Lawrence J. Stork, Member

  
Jack E. Martin, Member

Attest   
Evelyn L. Lees, Clerk

Address for giving notices

16 South 10<sup>th</sup> Street

Noblesville, IN 46060

**CONTRACTOR:**

E & B Paving, Inc.

(Corporate Seal)

Attest   
Vince Kenney

Address for giving notices

17042 Middletown Ave  
Noblesville In 46060

License No. (if applicable)

N/A

Agent for service of process

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To: Board of Public Works & Safety  
From: Andrew Rodewald  
Date: May 10, 2018  
Re: 2018 Street Rehabilitation – Contract II (EN-293-02)  
Contract Award

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### Information

Bids for the 2018 Street Rehabilitation – Contract II project were opened on April 24, 2018. After review of the bids, it was determined that E&B Paving, Inc. was found to be the lowest, responsive, and responsible bidder with an amount of \$2,600,052.00. This project is the large, city-wide curb, sidewalk, and resurfacing project. Funds are available to award the Base Bid plus all Alternate Bids. Work is likely to begin in mid-June and be completed by early fall.

E&B has submitted the necessary contracts and bonds to award this contract.

Contractor	Total Bid
<b>E&amp;B Paving</b>	<b>\$ 2,600,052.00</b>
<b>Calumet Civil Contractors</b>	<b>\$ 2,939,200.00</b>
<b>Rieth-Riley Construction</b>	<b>\$ 2,788,717.00</b>
<b>Engineer's Estimate</b>	<b>\$ 2,760,538.00</b>

**I recommend the Board of Public Works approve the contract with E&B Paving, Inc. for 2018 Street Rehabilitation – Contract II in the amount of \$2,600,052.00.**

In advance, I greatly appreciate your consideration of this request.