

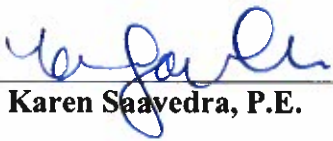
ADDENDUM 1

LAWRENCE ELMHURST LIFT STATION BASIN SANITARY SEWER REHABILITATION PROJECT

FOR
LAWRENCE UTILITIES
LAWRENCE, IN

MARCH 16, 2020

PREPARED BY:


Karen Saavedra, P.E.

AMERICAN
STRUCTUREPOINT
INC.

9025 River Road, Suite 200, Indianapolis, Indiana 46240
TEL 317.547.5580 WEB www.structurepoint.com

SECTION 00 91 13 – ADDENDUM #1

DATE: March 16, 2020

PROJECT TITLE: Elmhurst Lift Station Basin Sanitary Sewer Rehabilitation Project

PROJECT No.: 201900236

OWNER: City of Lawrence

ENGINEER: American Structurepoint, Inc.

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated February 14, 2020, with amendments and additions noted below.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

This Addendum consists of 2 pages and the following Attachments:

No.	Attachment Title	Issue Date
1	Pre-Bid Meeting Minutes and Attendee List	March 16, 2020
2	Revised Bid Form	March 16, 2020
3	Revised Agreement	March 16, 2020

Amendments and Additions:

1. Section 00 41 43 – Bid Form – Unit Price

- a. Replace Bid form with Bid form included with this Addendum.

2. Section 00 52 15 – Agreement

- a. Replace Agreement with Agreement included with this Addendum.

3. Section 01 20 00 – Price and Payment Procedures

- a. Paragraph 1.7.H.19, **DELETE**, “Either Brim Style”.

4. Section 0170 00 – Execution and Closeout Requirements

- a. Paragraph 1.4.G, **DELETE** in its entirety.

5. Section 33 01 30.74 – Lateral Lining

- a. Paragraph 1.4.A, **REPLACE** “D5831” with, “D5813”.
- b. Paragraph 1.5.B, **ADD** “Minimum experience will be waived at the discretion of Owner.”
- c. Paragraph 2.4.C, **REPLACE** “D5812” with “D5813”.
- d. Paragraph 3.1.G, **DELETE**, “or brim” and “, brim”.
- e. Paragraph 3.1.H, **DELETE**, “or brim”.
- f. Paragraph 3.1.I, **DELETE**, “or brim” in both locations.

Questions Received:

1. **QUESTION:** Bid item 19 states brim style or full circumference connection, however, the specs appear to only allow full circumference connection liners?

- a. **ANSWER:** *Please see revised Bid Form, Agreement, and revisions listed above to the Price and Payment Procedures specification and the Lateral Lining specification. Only full circumference connections shall be allowed.*
- 2. **QUESTION:** Bid item 20 is for additional lateral liner length. Is it intended to line this extra length with or without the use of a cleanout? If cleanouts are intended are they existing or is the installation incidental to the lining?
 - a. **ANSWER:** *It is intended to line this extra length without the use of a cleanout. If a cleanout is required for a bidder's lateral lining process, the price of the installation of the cleanout is incidental to the lining.*
- 3. **QUESTION:** Section 33 01 30.74 - Lateral Lining – 1.5B, states a minimum 5 years' experience for the foreman/supervisor of the crew. I am asking for a variance to this paragraph so we will be able to bid and perform the work.
 - a. **ANSWER:** *See modification to specification above.*
- 4. **QUESTION:** In the open cut section description for Bid Item 5, it says we are to reconnect all water service lines. Can you tell me how they are temporarily connected now and find out if it is all new going back in, meter sets and all? How many there are and any other info they can offer on them?
 - a. **ANSWER:** *The contractor is responsible for Utility coordination and field verifying the locations of utilities prior to construction. The Bid Item is written such that the Contractor shall reconnect water service lines only if the Contractor disturbs them. On North Elmhurst Drive there are 2 homes that may be affected by the construction. The water service lines are not temporarily connected now, and it is not anticipated that the meters will be disturbed by the construction.*

END OF DOCUMENT

MEETING MINUTES



Project Name: Lawrence Elmhurst LS Basin Sanitary Sewer Rehabilitation Project, Pre-Bid Meeting

Project Number: 2019.00236

Meeting Date: March 12, 2020

ATTENDEES: See attached list.

ITEMS DISCUSSED:

- I. Introductions
- II. Project Description
 - A. Rehabilitating approximately 12,200 linear feet of 8-inch and 10-inch sanitary sewers using cured-in-place lining (CIPP), approximately 4,520 linear feet of 6-inch sanitary lateral lining, sewer cleaning and root removal, bypass pumping as required, installation of 274 linear feet of new 8-inch PVC sanitary sewer, two partial replacements of sewers, installation of two new 48-inch diameter doghouse manholes, and associated site restoration.
- III. Access
 - A. Contractors need to notify homeowners when they will be crossing private property. Door hangers will be required at least 48-hours in advance. Speak with residents and keep them informed. Provide access in and out of homes.
 - 1. City will provide an official letter that identifies the contractor as an authorized agent of the utility with permission to access the utility easements and perform the work for the City/Utility.
- IV. Utility Coordination –
 - A. Hydrant access – coordinate with Owner for meter and preferred hydrants. *Owner will provide the meter to calculate usage, but the Contractor will not be charged.*
 - B. Bypass pumping
 - 1. Homeowners shall be notified
- V. Maintenance of Traffic
 - A. Submit detailed maintenance of traffic plan to the City for approval prior to beginning work. See details in 01 50 00.
- VI. Expected Project Schedule
 - A. Questions due in writing to Engineer by 5 P.M. on March 19, 2020
 - B. Final Addenda will be issued by end of day on March 20, 2020
 - C. Bids are due by 4:30 P.M. on March 24, 2020, to the **City of Lawrence Utility Office, 9201 Harrison Park Court**, Lawrence, Indiana. Thereafter, bids may be submitted to the

Utility Service Board during their meeting in the Public Assembly Room at the City of Lawrence Government Center (9001 East 59th St, Lawrence, Indiana) at the time the presiding officer calls for bids. All bids will be opened and publicly read at the Lawrence Utilities Board meeting scheduled to begin at 5:30pm.

- D. Tentative award date: April 7, 2020
 - E. Substantial Completion: 180 days following Notice to Proceed
- VII. Forms Required in Contractor's Bid Package
- A. Bid Bond
 - B. Document 00 43 00 – Procurement Form Supplements
 - 1. List of Subcontractors, List of Equipment, State Form 96
 - C. E-Verify Affidavit
 - D. No Iranian Energy Sector Investment
- VIII. Permits
- A. Contractor responsible for local R/W permits. *The fee will be waived for the local R/W permits.*
 - B. IDEM Construction Permit
 - 1. Engineer will notify contractor when permit has been obtained and work shown on Sheet 12 of the pan set can be completed.
- IX. Coordination with Owner During Construction
- A. Engineer performing inspection
 - B. Engineer will address shop drawings and RFIs
- X. Addenda
- A. Pre-bid meeting minutes will be issued in Addendum 1.
 - B. Any final questions (submitted in writing) will be issued in Addendum 2
- XI. Owner Comments
- A. Contractor personnel and vehicles need to be clearly marked with company logo
 - B. *All Contractors must be registered with the City of Lawrence. Please visit the Department of Public Works to verify status and register.*
- XII. Contractor Questions

Q: Will the Engineer/City consider breaking out root cleaning as a separate unit price line item apart from the lump sum lateral lining bid item 19?

A: No, root removal will not be a separate bid item. See information regarding root removal in laterals in specification Section 33 01 30.74, paragraph 3.1.A.

Q: Can you please clarify if a cleanout is needed for the installation of the lateral lining?

MEETING MINUTES



AMERICAN
STRUCTUREPOINT
INC.

A: Please see response to Question #2 in Addendum 1.

XIII. Contact Information: Karen Saavedra, PE, ksaavedra@structurepoint.com

Respectfully,

Karen C. Saavedra, PE
Project Manager, American Structurepoint, Inc.
Cc: Those present



AMERICAN
STRUCTUREPOINT
INC.

City of Lawrence – Lawrence Utilities
Elmhurst LS Basin Sanitary Sewer Rehabilitation Project
Pre-Bid Meeting, March 12, 2020, 2:00 P.M.
Attendance Roster

Attending Initials	Name	Organization	Preferred Phone	Email
	Karen Saavedra	American Structurepoint	317-547-5580	ksaavedra@structurepoint.com
KS	Baerle Unson	BLD Services	812 583 1486	Baerle@BLD LLC.NET
HF	Holl. Foster	Crubber Industries	812-719-2322	holl.foster@crubberindustriessllc.com
AL	Austin Niebe	Neh for Rent	820-224-4106	charlie.niebe@nehforrent.com
PLM	Loewen Bentley	Rain For Rent	317-716-1271	lbentley@rainforrent.com
BS	Brian Smith	Miller Pipeline	317-753-6409	Brian.Smith@millerpipeline.com
FW	Fat Wunsch	Mossman Brothers Inc	414-303-2706	Fatwunsch@mossmanbrothers.com
SW	Steve Smith	Mersino	319-921-6213	Steve.smith@mersino.com
JS	Joe Jansone	LU	317-501-6821	jjansone@cityoflawrence.org
SN	SM V	LDPR		Sven.vogel@ldpr.com
GB	Greg Gee	LU.	317 501-7808	ggee@cityoflawrence.org
MG	MIKE GREEN	CATALITE MINING	502-585-1241	mike.green@catlitemining.com
ME	Matt Konepka	Granite liners	224-422-0171	Matt.Konepka@granite.com
MP	Ricardo Gumbel	Foso Construction	219-684-1421	rgumbel@fosocnstruction.com

SECTION 00 41 43 - BID FORM - UNIT PRICE

To: City of Lawrence Utilities

Project Name: Elmhurst Lift Station Basin Sanitary Sewer Rehabilitation

Project No.: 2019.00236

Date:

Submitted by:

(full name and address)

1.1 OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Engineer, American Structurepoint, Inc., for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this Bid Form in lawful money of the United States of America. We have included the Bid security as required by the Instructions to Bidders. All applicable federal taxes are excluded and State of Indiana taxes are excluded from the Unit Prices.

1.2 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 45 days from the Bid submission closing date.

If this Bid is accepted by the Owner within the time period stated above, we will

- Execute the Agreement within ten days of receipt of acceptance of this Bid.
- Furnish the required bonds within ten days of receipt of acceptance of this Bid as per the Construction Agreement.
- Commence Work within ten days after written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to execute the Construction Agreement, commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which a Contract is signed.

In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.3 CONTRACT TIME

If this Bid is accepted, we will

- Complete the Work to Substantial Completion in one hundred and eighty (180) calendar days from Notice to Proceed.
- Complete the Work to Final Completion in thirty (30) days from date of Substantial Completion.

1.4 UNIT PRICES

The following are Unit Prices for specific portions of the Work as listed:

Bid Item	Description	Quantity	Unit	Unit Price	Item Total
0001	MOBILIZATION AND DEMOBILIZATION	1	LS		
0002	CONSTRUCTION ENGINEERING	1	LS		
0003	MAINTENANCE OF TRAFFIC	1	LS		
0004	BYPASS PUMPING	1	LS		
0005	SANITARY SEWER, 8-INCH PVC PIPE SDR 35, GRANULAR BACKFILL	274	LF		
0006	8" x 6" WYE, SDR 26, SANITARY SEWER, OPEN CUT, ALL DEPTHS	2	EA		
0007	SANITARY LATERAL, OPEN CUT, 6" PVC SDR 35, ALL DEPTHS, GRANULAR BACKFILL	40	LF		
0008	SANITARY SEWER, PARTIAL REPLACEMENT UP TO 5' WITH WYE, NATIVE BACKFILL, 10" PVC, 8-12' DEEP	1	EA		
0009	SANITARY SEWER, PARTIAL REPLACEMENT UP TO 5', GRANULAR BACKFILL, 8" PVC, 8-12' DEEP	1	EA		
0010	SANITARY SEWER, PARTIAL REPLACEMENT ADDITIONAL LENGTH, GRANULAR BACKFILL, 8" PVC, 8-12' DEEP	2	LF		
0011	NEW MANHOLE OVER EXISTING SEWER, 8-12' DEEP, GRANULAR BACKFILL	2	EA		
0012	STANDARD MANHOLE, 4', <8 FEET DEEP, GRANULAR BACKFILL	1	EA		
0013	GROUT FILL EXISTING 6-INCH SEWER	1	LS		
0014	ROOT REMOVAL	11,201	LF		
0015	CUT PROTRUDING TAP	20	EA		
0016	8-INCH DIAMETER CIPP LINING	7,561	LF		
0017	10-INCH DIAMETER CIPP LINING	4,637	LF		
0018	SANITARY SEWER, LATERAL REINSTATEMENT IN CURED-IN-PLACE PIPE	179	EA		

Bid Item	Description	Quantity	Unit	Unit Price	Item Total
0019	LATERAL LINER USING FULL MAINLINE CIRCUMFERENCE CONNECTION, 6", UP TO 5 FEET	179	EA		
0020	LINE LATERAL, 6", ADDITIONAL LENGTH	3,621	LF		
0021	ASPHALT PAVEMENT REPLACEMENT, INTERMEDIATE	34	TON		
0022	ASPHALT PAVEMENT REPLACEMENT, SURFACE	42	TON		
0023	PAVEMENT REPLACEMENT, AGGREGATE BASE	45	TON		
0024	MILLING	366	SY		
0025	GRAVEL RESTORATION (REPAIR OF STONE DRIVEWAY)	1	LS		
0026	OWNER'S CONTINGENCY	1	LS	\$100,000	\$100,000

A. Total of all Bid Items (in words):	(In figures) \$
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1.4 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.

Addendum No. Dated

Addendum No. Dated

Addendum No. Dated

1.5 APPENDICES

A. The following documents are attached to and made a condition of the Bid:

Bid security in form of Bid Bond

Bidder's qualifications statement and supporting data.

Document 00 43 00 - Procurement Form Supplements including:

Appendix A - List of Subcontractors

Appendix B – List of Equipment

Appendix C – State of Indiana Contractor's Bid for Public Work – Form 96

E-Verify Form

Business with Iran Affidavit

1.6 BID FORM SIGNATURES

.....
(Bidder - print the full name of your firm)
was hereunto affixed in the presence of

.....
(Authorized signing officer and title)

.....
(Authorized signing officer and title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

CONSTRUCTION AGREEMENT

CITY OF LAWRENCE UTILITIES LAWRENCE TRADES DISTRICT SANITARY SEWER IMPROVEMENTS

This Agreement is to be effective the _____ day of _____, 2020

between _____ City of Lawrence Utilities, Lawrence, Indiana
(hereinafter called Owner)

and _____
(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 and as authorized by the Owner. Construction includes the:
 - 1.1.1. Rehabilitation of sanitary sewers using cured-in-place fiberglass lining (CIPP); lateral lining; partial replacement of sewer sections; bypass pumping as required, installation of new sanitary sewer and manholes, and associated site restoration.
- 1.2 The Project for which work is to be performed under the Contract Documents is generally described as:

ELMHURST LIFT STATION BASIN SANITARY SEWER REHABILITATION

ARTICLE 2 – OWNER

- 2.1 The Project is being administered by the Utility Service Board (Board) of the City of Lawrence, Lawrence, Indiana. The Board has final decision making authority for all significant matters and issues related to the Project.

ARTICLE 3 – ENGINEER

- 3.1 The Project has been designed by American Structurepoint, Inc. (Engineer), which has been designated by the Board to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIME

- 4.1 The successful Bidder of the work shall substantially complete the Work in one hundred and eighty (180) calendar days after being given Notice to Proceed, and shall, thereafter, complete all Work, including clean up, commissioning, and any punch list items before the close of business on the final completion date thirty (30) days after the date of Substantial completion.
- 4.2 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 Five Hundred Dollars and No Cents (\$500) per day for each calendar day of delay until the Work is satisfactorily completed, for each phase of the Contract as specified in Paragraph 4.1.

ARTICLE 5 – CONTRACT PRICE

- 5.1 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 unit prices, which the Contractor agrees to receive and accept.

Bid Item	Description	Quantity	Unit	Unit Price	Item Total
0001	MOBILIZATION AND DEMOBILIZATION	1	LS		
0002	CONSTRUCTION ENGINEERING	1	LS		
0003	MAINTENANCE OF TRAFFIC	1	LS		
0004	BYPASS PUMPING	1	LS		
0005	SANITARY SEWER, 8-INCH PVC PIPE SDR 35, GRANULAR BACKFILL	274	LF		
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0011	NEW MANHOLE OVER EXISTING SEWER, 8-12' DEEP, GRANULAR BACKFILL	2	EA		
0012	STANDARD MANHOLE, 4', <8 FEET DEEP, GRANULAR BACKFILL	1	EA		
0013	GROUT FILL EXISTING 6-INCH SEWER	1	LS		
0014	ROOT REMOVAL	11,201	LF		

Bid Item	Description	Quantity	Unit	Unit Price	Item Total
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0018	SANITARY SEWER, LATERAL REINSTATEMENT IN CURED-IN-PLACE PIPE	179	EA		
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0024	MILLING	366	SY		
0025	GRAVEL RESTORATION (REPAIR OF STONE DRIVEWAY)	1	LS		
0026	OWNER'S CONTINGENCY	1	LS	\$100,000	\$100,000

<i>A. Total of all Bid Items (in words):</i>	<i>(In figures)</i>
	\$

ARTICLE 6 – PAYMENT PROCEDURES

- 6.1 Contractor shall submit Applications for Payment to Engineer for review and recommendation. Applications for Payment will be processed by Owner.
- 6.2 Progress Payments: Retainage. Owner shall make progress payment on account of the Contract Price on the basis of Contractor's Applications for Payments approved by Engineer and received by Owner by the 1st Monday of the month, on or about the 3rd of the month thereafter during construction as provided below in Paragraph 6.3. All progress payments will be on the basis of the progress of the work measured by the schedule of values listed in the Bid Form and as Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed).
- 6.2.1 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 Engineer may determine or Owner may withhold, including, but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been found to be satisfactory by 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
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 6.2.2 Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 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 tentative list of items to be completed or corrected prepared by Engineer and attached to the Certificate of Substantial Completion.
- 6.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07

ARTICLE 7 – INTEREST

- 7.1 All moneys not paid when due hereunder shall bear interest at the rate of 0% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations.
 - 8.1.1 Contractor is familiar with the nature, content, and extent of the Contract Documents, work locality, and 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.
 - 8.1.2 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents including: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data".
 - 8.1.3 Based on the information and observations referred to in Paragraph 8.1.2 above, Contractor does not consider that 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 Documents.
 - 8.1.4 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- 8.1.5 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.
- 8.1.6 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.1 The Contract Documents that comprise the entire Contract between Owner and Contractor are made a part hereof as is attached to this Contract and consist of the following.
 - 9.1.1 This Agreement
 - 9.1.2 Performance Bond
 - 9.1.3 Payment Bond
 - 9.1.4 Bid Bond or Certified Check
 - 9.1.5 General Conditions
 - 9.1.6 Supplementary Conditions
 - 9.1.7 Specifications as listed in the table of contents of the Project Manual.
 - 9.1.8 Drawings consisting of 20 sheets with each sheet bearing the following general title:
Elmhurst Lift Station Basin Sanitary Sewer Rehabilitation Project
 - 9.1.9 Addenda:
 - a. No. ____, dated ____, 2020.
 - b. No. ____, dated ____, 2020.
 - c. No. ____, dated ____, 2020.
 - 9.1.10 Exhibits to the Contract (enumerated as follows):
 - a. Notice of Award
 - b. Contractor's Bid including List of Subcontractors, E-Verify Affidavit, No Iranian Investment certification, List of Equipment and State of Indiana Contractor's Bid for Public Work – Form 96
 - c. Documents submitted by Contractor prior to Notice of Award.
 - 9.1.11 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed

- b. Any Modifications, including Work Change Directives or Change Orders, duly delivered after execution of Contract.
- 9.2 The documents listed in Paragraph 9.1. are attached to this Agreement (except as expressly noted otherwise above).
- 9.3 There are no Contract Documents other than those listed above in this Article 9.
- 9.4 The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

- 10.1 Terms used in this Contract are defined in Article 1 of the General Conditions.
- 10.2 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.
- 10.3 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 11 – SAFETY

- 11.1 Contractor shall be responsible for the safety of its 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 union local. Contractor shall hold harmless and indemnify Owner, City of Lawrence Utilities, and Engineer 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 Agreement and a copy has been delivered to Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective on the date above stated

OWNER:

**UTILITY SERVICE BOARD
CITY OF LAWRENCE UTILITIES
LAWRENCE, INDIANA**

By: _____

CONTRACTOR:

Attest _____

Address for giving notices

Attest _____

Address for giving notices

_____ 9001 East 59th Street, Suite 301

_____ Lawrence, Indiana 46215

License No. (if applicable)

Agent for service of process
