

CITY OF GOSHEN, INDIANA
BOARD OF AVIATION COMMISSIONERS
SPECIFICATIONS AND CONTRACT DOCUMENTS



FOR
AIRPORT MAINTENANCE BUILDING RENOVATION & EXPANSION
PROJECT

DATE ISSUED: July 14, 2025

BIDS DUE DATE & TIME: August 14, 2025, at 4:00 p.m.

NOTICE TO BIDDERS

The City of Goshen Board of Aviation Commissioners is soliciting sealed proposals for the renovation and expansion of the Airport Maintenance Building located at the Goshen Municipal Airport, 17229 County Road 42, Goshen, Indiana. The work involves the completion of any preconstruction services and then renovation, construction, and expansion of the Airport Maintenance Building (the "Project"). The Project includes remodeling the existing maintenance building and constructing a new 28' x 80' addition on the east side of the building. The renovation involves exterior and interior upgrades, including replacement of roofing, siding, windows, doors, insulation, and complete electrical system rewiring. Interior improvements include new heating and lighting systems, concrete flooring repairs, and construction of an office and tool/storage room. The addition will be a three-sided pole-type structure with concrete piers, overhead doors, and necessary egress and ventilation features. It is anticipated that construction plans and specifications will be finalized by the awarded firm, ensuring compliance with applicable local, state, and federal building codes and standards.

Specifications and Contract Documents may be obtained from the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528, from the Goshen Airport Manager's Office at 17229 County Road 42, Goshen, Indiana 46526, or from the City of Goshen's website at <https://goshenindiana.org/bidding-opportunities>. The City shall not be responsible for documents obtained from any other source.

A sealed proposal must be submitted in accordance with the Instructions and all contractual terms and conditions that are included in the Specifications and Contract Documents.

No bid security is required to be submitted for this solicitation.

A sealed proposal must be received by the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 by 3:45 p.m. (local time) on August 14, 2025. After 3:45 p.m. and up until 4:00 p.m. on August 14, 2025, sealed proposals may be personally delivered to the Goshen Board of Public Works and Safety in the City Court Room / Council Chambers at 111 E. Jefferson Street, Goshen, Indiana. All timely proposals received will be publicly opened and announced by the Goshen Board of Public Works and Safety. It is anticipated that said proposals will be forwarded to the Goshen Board of Aviation Commissioners for consideration at their meeting on August 18, 2025, at 2:00 p.m.

In addition to cost, proposals will be evaluated based on whether the bidder is responsible, and if the bidder's proposal is responsive. The City of Goshen Board of Aviation Commissioners reserves the right to accept or reject any and/or all proposals, delete any portions thereof, to waive any informalities or irregularities in any proposal received, and to award a contract, consistent with Indiana law, to the lowest responsible and responsive bidder.

INSTRUCTIONS

1. **General Terms.** For the purposes of this solicitation and proposed contract:
 - (A) The terms “bid” and “proposal” are synonymous.
 - (B) The term “bidder” refers to the person or other legal entity responding to and submitting a bid to the City of Goshen in response to this solicitation.
 - (C) The term “Contractor” refers to the person or other legal entity that is awarded and enters into a contract with the City of Goshen for the work on the Project.
 - (D) The term “Project” refers to the work to be performed for the renovation and expansion of the Airport Maintenance Building at the Goshen Municipal Airport, including remodeling the existing maintenance building and constructing a new 28’ x 80’ addition on the east side of the building. The renovation involves exterior and interior upgrades, including replacement of roofing, siding, windows, doors, insulation, and complete electrical system rewiring. Interior improvements include new heating and lighting systems, concrete flooring repairs, and construction of an office and tool/storage room. The addition will be a three-sided pole-type structure with concrete piers, overhead doors, and necessary egress and ventilation features, as described in further detail in the project specifications and to be performed by the Contractor.
 - (E) The term “Specifications and Contract Documents” includes all documents for the Project, including the notice to bidders, instructions, addenda, general specifications, project specifications, plans, drawings, maps, and the terms and conditions of the contract.
2. **Contractual Terms and Conditions.** The sample Contract following these Instructions contains the terms and conditions that will be part of the contract if a bidder’s proposal is accepted by the City. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by both parties. The Contract will be finalized upon award of the bid and contract.
3. **Examination and Representation.**
 - (A) The bidder shall carefully examine these Specifications and Contract Documents and fully inform themselves with the limitations, conditions, and all other relevant matters under which the Project is to be completed that may affect the cost, progress, delivery, and/or performance of the work, including applicable local, state, or federal laws and regulations. The bidder shall make their own determinations as to conditions, assume all risk and responsibility, and complete the Project in and under conditions that the bidder may encounter or create, without additional costs to the City of Goshen.
 - (B) The bidder agrees that if the bidder should execute a contract with the City of Goshen, the successful bidder shall make no claim against City because of estimates or statements made by any City officer or agent which may prove to be in any respect incorrect. The failure or omission of any bidder to receive or examine any form,

instrument, addendum, or other document shall in no way relieve the successful bidder of any obligations with respect to its proposal submitted or contract executed.

4. **Clarifications and Addenda.**

- (A) All requests for clarification to this solicitation must be received at least seven (7) calendar days before the proposal opening date to allow for the issuance of any addenda determined by City to be necessary. Inquiries about a section should reference the applicable section, paragraph, and/or page number. Requests shall be made in writing and directed to: City of Goshen Airport Manager, c/o Randy Sharkey, 17229 County Road 42, Goshen, Indiana 46526. Email: randysharpkey@goshencity.com (Please state "BID CLARIFICATION" in the subject line.)
- (B) Interpretations or clarifications determined necessary by City in response to such requests will be issued by addenda. Only a request for clarification answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- (C) Addenda issued will be posted on the City of Goshen's website under Bidding Opportunities at <https://goshenindiana.org/bidding-opportunities>. City will also fax and/or email any addenda issued to all parties recorded by City as having received the Specifications and Contract Documents. City, however, has no record of the entities obtaining Specifications and Contract Documents from the City's website or any other source.
- (D) It shall be the responsibility of the bidder to check the City of Goshen's website under Bidding Opportunities for the Project (see paragraph (C)) for any addenda issued to confirm that the bidder has received all addenda. Each bidder will ascertain prior to submitting a proposal that the bidder has received all addenda issued, and acknowledge the receipt of all addenda on the Contractor's Proposal form.

5. **Project Specifications.** The work and/or methods described in the project specifications of these Specifications and Contract Documents establish a standard or required function, dimension, appearance and quality to be met. Any proposed substitution shall also meet the standard or required function, dimension, appearance and quality.

6. **Exceptions.** A bidder shall clearly detail in writing with their proposal any deviation from or exception taken to the stated Specifications and Contract Documents, including the reason for the exception(s). In the absence of any stated exception, the bidder's proposal will be accepted as in strict compliance with the requirements, terms and conditions of the Specifications and Contract Documents.

7. **Qualifications.**

- (A) A bidder submitting a proposal for this Project shall be limited to a person or other legal entity actively engaged in the type of work comparable to what is described in these Specifications and Contract Documents.

- (B) A bidder must demonstrate their qualifications and suitability to carry out the terms of the contract, and must have in their possession or available to them by formal agreement all labor, equipment, supplies and operational facilities which are necessary to perform the Project as described in the Specifications and Contract Documents. City reserves the right to request additional proof of these qualifications, and reserves the right to reject any proposal where an investigation of the evidence or information submitted by a bidder does not satisfy City that the bidder is qualified to properly carry out and complete the Project as required by the Specifications and Contract Documents.
 - (C) A bidder shall submit a statement of experience, a proposed plan or plans for performing the work under the contract, and the equipment that the bidder has available for the performance of the work. A bidder shall complete the Indiana State Board of Accounts Form No. 96. For the purposes of this proposal, the terms “public works project” and “construction” on Form No. 96 shall be interpreted to mean the Project described in the Specifications and Contract Documents. A bidder is NOT required to submit a financial statement with its proposal.
8. **Trusts.** In accordance with Indiana Code § 5-22-3-5, a proposal submitted by a trust (as defined by Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.
9. **Business Certification.**
- (A) The bidder must complete and submit with their proposal the Business Certification section to identify the form of business organization the bidder is operating under.
 - (B) A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be canceled. This requirement DOES NOT apply to a sole proprietorship or general partnership.
10. **Contracting with Relatives of Elected Officials.** In accordance with Indiana Code § 36-1-21, the bidder must complete and submit with their proposal the Nepotism Disclosure to disclose if the bidder is a relative of a City of Goshen elected official or is a business entity that is wholly or partially owned by a relative of a City of Goshen elected official.
11. **Investment Activities in Iran.** In accordance with Indiana Code § 5-22-16.5, by submitting a proposal, the bidder must complete and submit with their proposal the Investment Activities in Iran certification to certify if the bidder engages in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8. Providing false certification may result in the consequences listed in Indiana Code § 5-22-16.5-14, including considering the bidder as non-responsible, termination of the contract if awarded, as well as bringing civil action against the Contractor.

12. **Basis of Proposals; Prices.**

- (A) A bidder's proposal for the Project shall be based on a LUMP SUM PRICE for all work performed.
- (B) The price shall cover and include all costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with these Specifications and Contract Documents, including any incidentals whether or not specifically called for in these documents.
- (C) Proposals may be held for a period not-to-exceed sixty (60) days from the date of the proposal opening for the purpose of reviewing the proposals received prior to awarding the bid and contract.
- (D) The City of Goshen is exempt from federal excise and state sales taxes. Prices shall not include any tax for which the City is exempt.

13. **Bid Security.** No bid security is required to be submitted for this solicitation.

14. **Non-Collusion Affidavit.**

- (A) The bidder shall submit with their proposal a signed non-collusion affidavit in which the bidder affirms, under the penalties for perjury, the following:
 - (1) The bidder has not entered into a combination or agreement relative to the price to be bid by a person; to prevent a person from bidding; or to induce a person to refrain from bidding.
 - (2) The bidder's proposal is made without reference to any other proposal.
- (B) Any proposal found to be collusive will be rejected. Should City discover that the successful bidder's affidavit is false, City shall declare the contract forfeited and award a new contract.
- (C) The non-collusion affidavit is included on Form No. 96.

15. **Preparation and Submission of Proposals.**

- (A) A response to this solicitation is an offer to contract with the City of Goshen.
- (B) A bidder must complete and submit all pages/forms requesting information that are included with this solicitation. Proposals shall be typed or legibly printed in ink, and the Contractor's Proposal form must be signed by an authorized representative of the bidder. A proposal may be rejected if any required pages/forms or information requested are incomplete or omitted and/or if a Contractor's Proposal form contains any alterations or erasures that are not initialed by the person signing the proposal.
- (C) A Contractor's Proposal form must be signed by the person(s) legally authorized to bind the bidder to a contract.

- (D) The Contractor's Proposal form shall be located at the beginning (first page) of their bid submission.
- (E) A proposal shall be submitted in a sealed envelope. The envelope must be labeled with the following information:
 - (1) Bidder's name and address;
 - (2) Project title/name as set forth in the Notice to Bidders; and
 - (3) Date of the proposal opening as indicated in the Notice to Bidders.
- (F) If a proposal is sent through the mail or other delivery system, the sealed envelope should be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of the outer envelope.
- (G) In order to protect the integrity of the sealed bidding process, failure to properly identify a proposal according to these instructions may result in disqualification of a proposal from consideration.
- (H) A proposal shall be filed with the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 by the date and time as indicated in the Notice to Bidders.
- (I) A proposal submitted orally, by telephone, fax or email will NOT be considered.
- (J) A bidder will assume full responsibility for the timely delivery of a proposal to the location specified. A proposal arriving after the specified date and time will NOT be considered.
- (K) All proposals submitted become the property of the City of Goshen and are a matter of public record.

16. **Withdrawal or Modification of Proposal.**

- (A) Any modifications made to a proposal before submission must be initialed in ink by the bidder's authorized representative.
- (B) Once a proposal is submitted to City, a bidder may, upon written request, modify or withdraw their proposal at any time prior to the proposal opening date and time. A request to modify or withdraw a proposal must be signed by the same person(s) who signed the original proposal submitted.
- (C) No proposal may be modified or withdrawn after the opening of the proposals.

17. **Alteration or Variation of Terms.** The terms and conditions of the award will be those listed in this solicitation and the resulting contract. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this solicitation or resulting contract shall be binding unless specifically agreed to in writing by City. Further, no oral understanding or agreement shall be binding unless specifically agreed to in writing by the City.

18. **Opening of Proposals.** The proposals received will be opened in public by the Goshen Board of Public Works and Safety at the time and place as set forth in the Notice to Bidders. The reading of the proposals received, however, does not determine the award of the contract.
19. **Evaluation of Proposals and Award.**
- (A) The City of Goshen reserves the right to accept or reject any and/or all proposals, delete any portions thereof, to waive any informalities or irregularities in any proposal received, and to award a contract, consistent with Indiana law, to the lowest responsible and responsive bidder.
 - (B) If a contract is awarded, the contract will be awarded to the lowest responsible and responsive bidder whose evaluation by City indicates that the award will be in the best interests of the City of Goshen. In evaluating proposals, City may consider:
 - (1) Whether the bidder has submitted a proposal that conforms in all material respects to the Specifications and Contract Documents.
 - (2) Whether the bidder has submitted a proposal that complies specifically with the Notice to Bidders and the Instructions.
 - (3) Whether the bidder has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract.
 - (4) The qualifications of the bidder, including the ability and capacity of the bidder to perform the work specified; the integrity, character, and reputation of the bidder; and the competency and experience of the bidder.
 - (5) The bidder's cost to perform the work.
 - (C) The bidder to whom a contract is awarded will be required to execute a written contract within fourteen (14) days after being notified of the award.

The following sample Contract contains the terms and conditions that will be part of the Contract if a bidder's proposal is accepted by City. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by both parties. The Contract will be finalized upon award of the bid and contract.

CONTRACT FOR AIRPORT MAINTENANCE BUILDING RENOVATION & EXPANSION PROJECT

THIS CONTRACT FOR AIRPORT MAINTENANCE BUILDING RENOVATION & EXPANSION PROJECT ("Contract") is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Contractor Name** ("Contractor"), whose mailing address is _____, and the **City of Goshen, Indiana, a municipal corporation and political subdivision, acting by and through its Board of Aviation Commissioners** (hereinafter collectively "City").

In consideration of the terms, conditions and mutual covenants contained in this Contract, the parties agree as follows:

1. Component Parts of this Contract.

- (A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) City of Goshen, Indiana Specifications and Contract Documents for the Airport Maintenance Building Renovation & Expansion Project.
 - (2) Contractor's Proposal as submitted to City, including all submittals and attachments prepared by Contractor.
 - (3) Notice to Proceed issued by City to Contractor.
 - (4) Amendments that may be subsequently executed by City and Contractor.
 - (5) Contractor's certificate of insurance.
- (B) The above documents are specifically incorporated into this Contract by reference.
- (C) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Contract, and any Amendments;
 - (2) The Specifications and Contract Documents; and
 - (3) Contractor's Proposal.

2. Duties of Contractor.

- (A) Contractor shall perform the completion of any preconstruction services and construction services necessary for the remodel, renovation, and expansion of the Airport Maintenance Building at the Goshen Municipal Airport. The work includes remodeling the existing maintenance building and constructing a new addition on the east side of the building. The renovation includes exterior and interior upgrades,

including replacement of roofing, siding, windows, doors, insulation, and complete electrical system rewiring. Interior improvements include new heating and lighting systems, concrete flooring repairs, and construction of an office and tool/storage room. The addition will be a three-sided pole-type structure with concrete piers, overhead doors, and necessary egress and ventilation features. The work to be performed is hereinafter referred to as the "Project" and the location of the Project is hereinafter referred to as the "Site."

- (B) Contractor shall provide all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with this Contract, including any incidentals whether or not specifically called for in these documents.

3. **Effective Date; Term.**

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Aviation Commissioners and Contractor.
- (B) Contractor must begin the Project within fifteen (15) calendar days after City gives Contractor a written Notice to Proceed. Contractor shall carry out all work on the Project expeditiously with adequate work forces and shall complete the Project by **November 1, 2025**, or within **forty- five (45)** calendar days after City gives Contractor a written Notice to Proceed, whichever is later.
- (C) If Contractor does not complete the Project within the time period set forth in paragraph (B), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not completed within the time period set forth in paragraph (B), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Fifty Dollars (\$50.00) per day as liquidated damages and not as a penalty for each calendar day the completion of the Project is delayed.

4. **Compensation; Payment.**

- (A) City shall pay Contractor for completion of the Project based on a lump sum price of _____Dollars (\$_____).
- (B) City shall pay Contractor upon Contractor's satisfactory completion of the Project in accordance with the Specifications and Contract Documents, the final inspection and acceptance by City.
- (C) Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before payment is made.

- (D) Contractor shall submit to City a detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing:

City of Goshen Board of Aviation Commissioners
c/o Airport Manager Randy Sharkey
17229 County Road 42
Goshen, Indiana 46526
Email is also acceptable at randysharpkey@goshencity.com

- (E) Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (F) Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to correct any work.
- (G) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

5. **Project Safety.** Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.

6. **Materials and Workmanship; Inspection.**

- (A) All materials and workmanship entering into the performance of this Contract shall be as specified in the project specifications of these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) City's representative shall be afforded complete and unhindered access to the Site for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (C) City shall have the right to reject materials and/or workmanship that do not conform to the project specifications in these Specifications and Contract Documents. Contractor agrees to remove and/or correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.

- (D) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

7. **Warranty.**

- (A) Contractor shall warrant all materials and/or workmanship furnished under this Contract to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents. This warranty period shall be as specified in the project specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct without delay and at Contractor's expense, the materials or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.

8. **Independent Contractor.**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

9. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, Contractor shall not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

10. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify

program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

11. **Indemnification.** Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.

12. **Insurance.**

- (A) Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate

- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

13. **Force Majeure.**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance under this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the Contract and the other party shall have no recourse.

14. **Default.**

- (A) If Contractor fails to perform the work or comply with the provisions of this Contract, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.

- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specifications and Contractor Documents.
- (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

15. **Termination.**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

16. **Subcontracting or Assignment of Contract.** Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

17. **Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.

18. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

19. **Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so may be deemed a material breach of Contract.

20. **Miscellaneous.**

- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
- (B) In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (C) These documents shall be construed in accordance with and governed by the laws of the State of Indiana, and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

21. **Severability.** In the event that any provision of the Contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.

22. **Notice.** Any notice required or desired to be given under this Contract shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time.

Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City: City of Goshen, Indiana
Attention: Goshen Legal Department

204 East Jefferson St., Suite 2
Goshen, IN 46528
Email: Legal@goshencity.com

Contractor: Contractor Name

23. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
24. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates as set forth below.

City of Goshen, Indiana
Goshen Board of Aviation Commissioners

Contractor Name

By: _____

By: _____

Printed: _____

Printed: _____

Date: _____

Date: _____

PROJECT SPECIFICATIONS

1. Scope of Project.

- (A) The work to be performed involves the completion of any preconstruction services and then renovation, construction, and expansion of the Airport Maintenance Building (the "Project"). The Project includes remodeling the existing maintenance building and constructing a new 28' x 80' addition on the east side of the building. The renovation involves exterior and interior upgrades, including replacement of roofing, siding, windows, doors, insulation, and complete electrical system rewiring. Interior improvements include new heating and lighting systems, concrete flooring repairs, and construction of an office and tool/storage room. The addition will be a three-sided pole-type structure with concrete piers, overhead doors, and necessary egress and ventilation features. It is anticipated that construction plans and specifications will be finalized by the awarded firm, ensuring compliance with applicable local, state, and federal building codes and standards. The general specifications, schematic design, and conceptual building layout is attached hereto as **Exhibit A**.
- (B) Contractor must begin the Project within fifteen (15) calendar days after City gives Contractor a written Notice to Proceed. Contractor shall carry out all work on the Project expeditiously with adequate work forces and shall complete the Project by **November 1, 2025**, or within **forty- five (45)** calendar days after City gives Contractor a written Notice to Proceed, whichever is later.

2. **All Work Included.** Contractor shall provide all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with the Specifications and Contract Documents, including any incidentals whether or not specifically called for in these documents, as well as in accordance with all applicable codes and standards.PI

3. **Work Days and Hours.** Contractor shall perform the work on Monday through Saturday during daylight hours between 7:00 a.m. and 7:00 p.m. (local time). Contractor shall not perform the work on Sunday or a holiday (i.e., Memorial Day, Independence Day, Labor Day, etc.).

4. **Permits.**

- (A) Prior to beginning the Project, Contractor shall obtain all necessary permits, licenses or notifications required to complete the Project and comply with all building codes, Indiana Department of Environmental Management requirements, and any and all other applicable local, state, and federal laws.
- (B) Contractor shall assume and pay any applicable fees for such permits.
- (C) City will provide Contractor with the Erosion and Sediment Control Permit (Rule 5 Permit), if required for the Project.

5. **Project and Job Site Safety.**

- (A) Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the performance of the Project. Contractor shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations. The adequacy of all protective measures shall be the responsibility of Contractor as to methods, strength and stability.
- (B) Contractor shall provide, erect and maintain barricades, guardrails, scaffolding, fencing, signage and other reasonable safeguards for safety and protection as required for the Project and in accordance with local, state and federal regulations.

6. **Utility Locates and Shutoffs.**

- (A) Contractor shall determine the locations and extent of all utilities and appurtenances that could be encountered at the Site, including, but not limited to natural gas, propane, fuel oil, electric, telephone, cable, city water and city sewer.
- (B) Contractor shall notify Indiana's Utility Location Service at 811 or (800) 382-5544 a minimum of three (3) working days, but not more than twenty (20) days, prior to commencing the Project for all public utility locates. Contractor shall also notify utility owners who may not be part of Indiana's Utility Location Service alert system.

7. **Dust Control.** Contractor shall conduct all Project activities using methods that minimize the generation of dust, including during non-working periods. Contractor shall spray all areas disturbed by the construction operations (structures, debris, soils) with water to wet the surface if necessary.

8. **Waste Disposal.**

- (A) Contractor shall not allow waste materials to accumulate on the Site at any time. Contractor shall remove and properly dispose of all waste and debris, including any hazardous waste, from the Site at a state permitted waste disposal facility, and shall assume and pay any applicable fees for such disposal. Such waste disposal shall occur as work progresses and on a daily basis, at minimum.
- (B) Contractor shall not abandon or dispose of any waste materials or debris except in accordance with all applicable local, state and federal laws.
- (C) The of burning or burying of waste materials is prohibited.

9. **Coordination with Airport Manager.** The Contractor shall coordinate all aspects of project execution with the Goshen Airport Manager (the “Owner’s Representative”), including access control, site staging, material deliveries, temporary utility shutdowns, and activities that may affect ongoing airport operations or nearby tenants.

(A) Prior to mobilization, Contractor shall participate in a mandatory pre-construction meeting with the Airport Manager to review approved staging areas and material storage zones, designated haul routes to and from the project site, any necessary security measures, hours of operation and any airport-imposed constraints, and points of contact for emergency or off-hours coordination.

(B) Staging and laydown areas shall be limited to those identified and approved by the Airport Manager. The Contractor shall:

- (1) Maintain clear separation from aircraft movement areas and taxiways;
- (2) Protect all adjacent structures, paved surfaces, and utilities from damage;
- (3) Remove all debris, equipment, and materials at the completion of work
- (4) Avoid obstruction of airport fire lanes or emergency access routes.

10. **Project Close-Out Requirements.**

(A) Upon notification of substantial completion, the Contractor shall request a walk-through inspection with the Owner’s Representative to identify outstanding work items. The Contractor shall (1) submit a formal request for substantial completion; (2) prepare a written punch list, jointly reviewed and approved by the Airport Manager; and (3) complete all punch list items within ten (10) business days unless otherwise agreed.

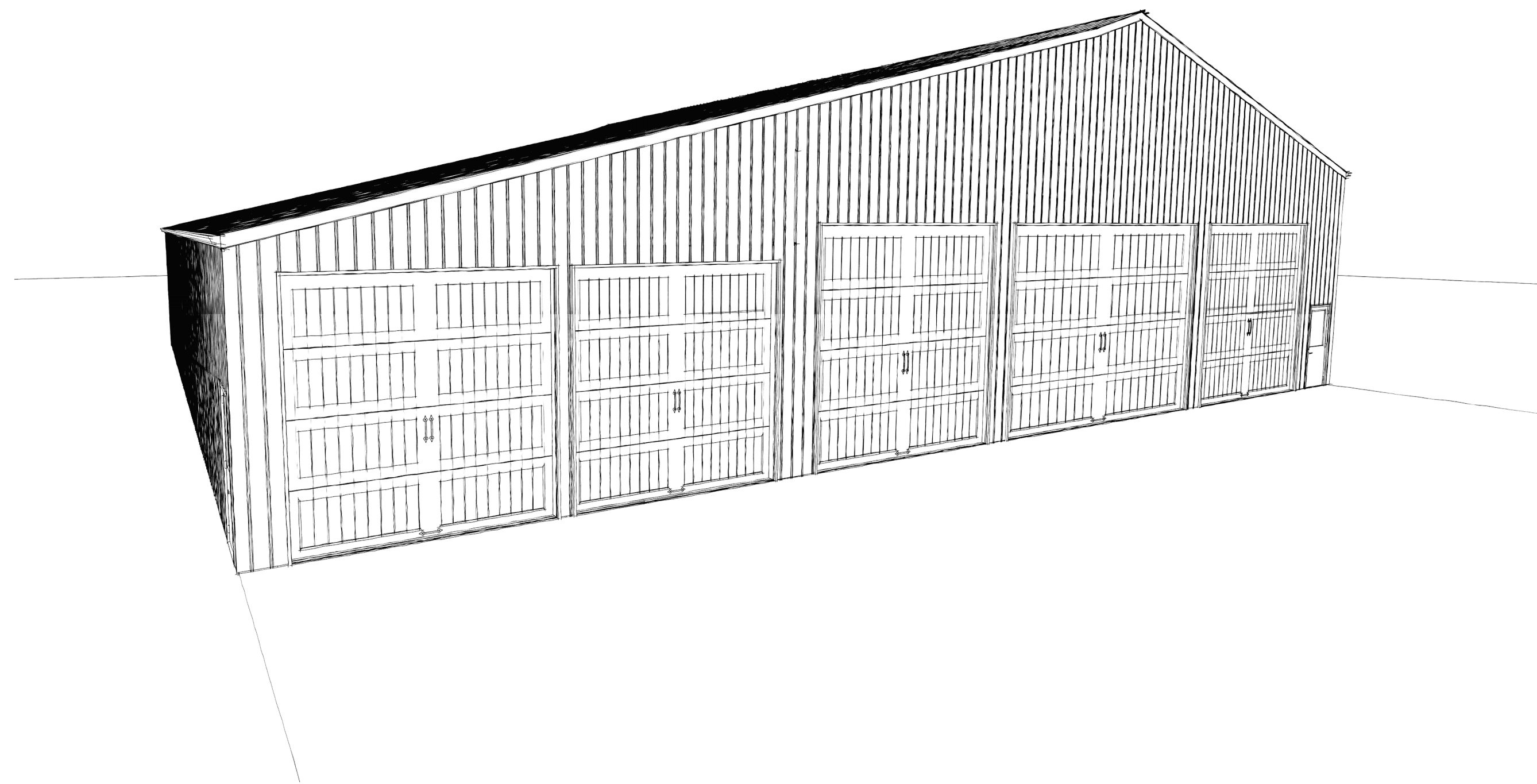
(B) Final completion shall be recognized only when:

- (1) All punch list work has been completed to the satisfaction of the Owner;
- (2) All permits and inspections have been finalized;
- (3) All construction debris, tools, excess materials, and temporary facilities have been removed; and
- (4) The site has been restored to its pre-construction condition (or better), including repair of any turf, pavement, fencing, or utility damage caused by Contractor.

(C) The Contractor shall provide the following documentation to the Airport Manager as a condition of final payment:

- (1) As-built drawings, one hard copy and one digital copy reflecting all field modifications.
- (2) Operation and maintenance manuals for all installed equipment, including radiant heaters, lighting, doors, electrical panels, and HVAC components.
- (3) Warranty Documents, clearly identifying all coverage periods, exclusions, and contractor procedures for warranty claims.

EXHIBIT A



SCOPE OF WORK

REMODEL EXISTING MAINTENANCE BUILDING WITH 28X80 ADDITION ON EAST SIDE

GENERAL SPECIFICATIONS:

Goshen Board of Aviation Commissioners (BOAC)
17229 CR 42 Goshen, IN 46528

Exterior:

- Remove and replace existing metal roof with like material.
- Remove and replace existing metal siding with commercial reverse rolled R-panel.
- Replace existing windows with (2) 48"x96" and (3) 42"x42" fixed black windows.
- Remove and rebuild north wall. Install (2) 14'x14', (1) 20'x14', and add (1) 10'x10' overhead door on the south wall all with electric openers.
- Salvage and reuse existing man-door on north wall.
- Install new man door on south wall.

Interior:

- Remove and replace existing wall and ceiling insulation.
- Install white metal ceiling on roof framing.
- Install white metal liner around inside perimeter of building.
- Remove existing heating system and install four radiant tube ceiling heaters.
- Remove existing lights and install new LED high bay ceiling lights.
- Acid wash, clean concrete floor and repair as needed.
- Rewire complete electrical system per code.
- Build 10'x12' office with attached 10'x12' storage/tool room.
- Build 10' workbench.
- Wire the two 10'x12' rooms and workbench for heavier use. i.e. tools, space heaters.
- Office and tool room to be finished with white trusscore and trimmed out with Azek trim.
- Remove and replace 23'x60' of existing concrete at north end of existing building.

Addition:

- Build new three-sided 28'x80' pole type addition attached to the east side of existing building.
- Foundations of addition to be concrete piers
- Install (2) 12X12 overhead doors with electric openers.
- No heating system.
- (2) 42"x42" fixed black windows on south wall.
- All other specifications to match above remodel specifications.

- New 3068 man door at east side north end.
- Allow (2) 8'x8' openings between new addition and existing building for air movement and egress.
- Install 3'x3' louvered fan with switch at top of demising wall.
- Concrete to be 6" with rebar or WWM

These plans were designed with standard construction practices in mind. Due to variations in state, local, and federal codes, revisions may be required to these plans. It remains the responsibility of the builder to review the information, and assure that it is revised to become code compliant, appropriate, and complete.

These Drawings are the proprietary work product of Freedom Builders developed for the exclusive use of Freedom Builders. Use of these Drawings and concepts contained therein without the written permission of Freedom Builders is prohibited and may subject you to a claim for damages from Freedom Builders.

Sheet Title

Cover Page

Project

Goshen Airport
Maintenance Building
17229 CR 42
Goshen IN 46536

DRAWINGS PROVIDED BY:



DATE:

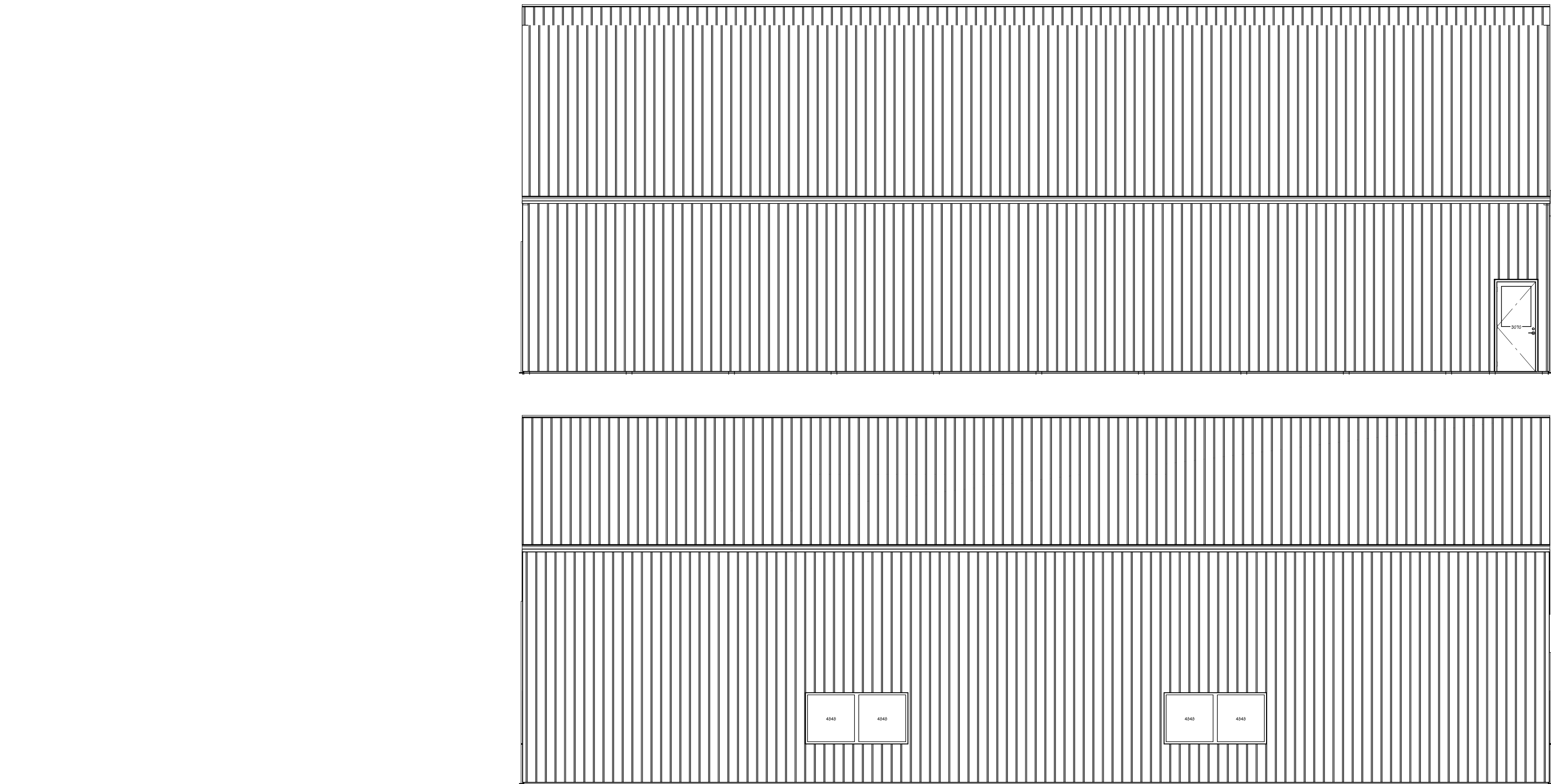
6/26/2025

SCALE:

None

SHEET:

A-1

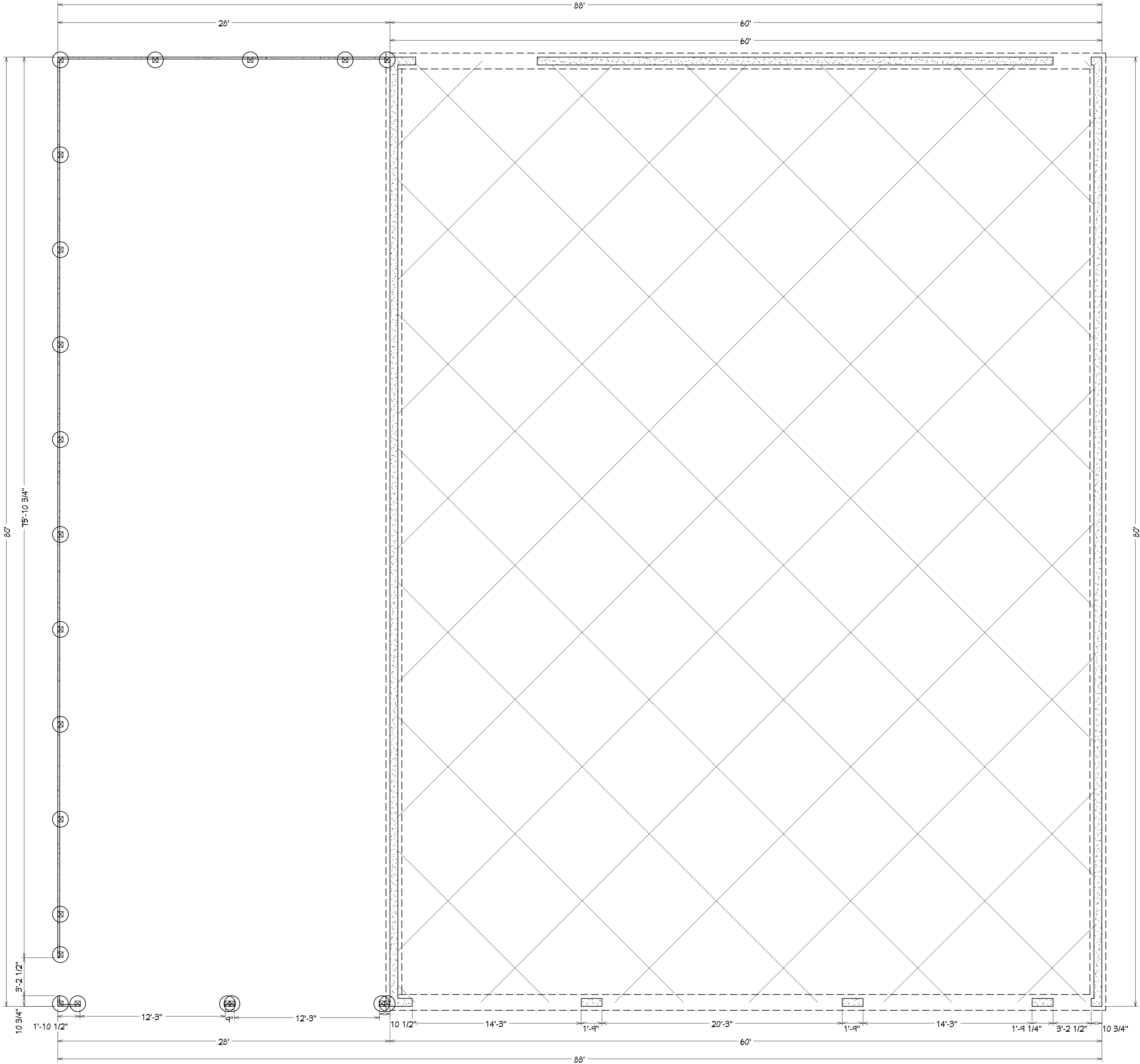


These plans were assigned with standard construction practices in mind. Due to variations in state, local, and federal codes, revisions may be required to these plans. It remains the responsibility of the builder to review the information, and assure that it is revised to become code compliant, appropriate, and complete.

Exterior Elevations

Freedom Builders
DESIGN • BUILD • GENERAL CONTRACTOR
54824 CR 33 Middlebury IN 46540
574-202-6505

A-2



DRAWINGS PROVIDED BY:

Freedom Builders
DESIGN • BUILD • GENERAL CONTRACTOR
54924 CR 33 Middlebury IN 46540
574-202-6505

Project

**Goshen Airport
Maintenance Building
17229 CR 42
Goshen IN 46536**

Sheet Title

Foundation Plan

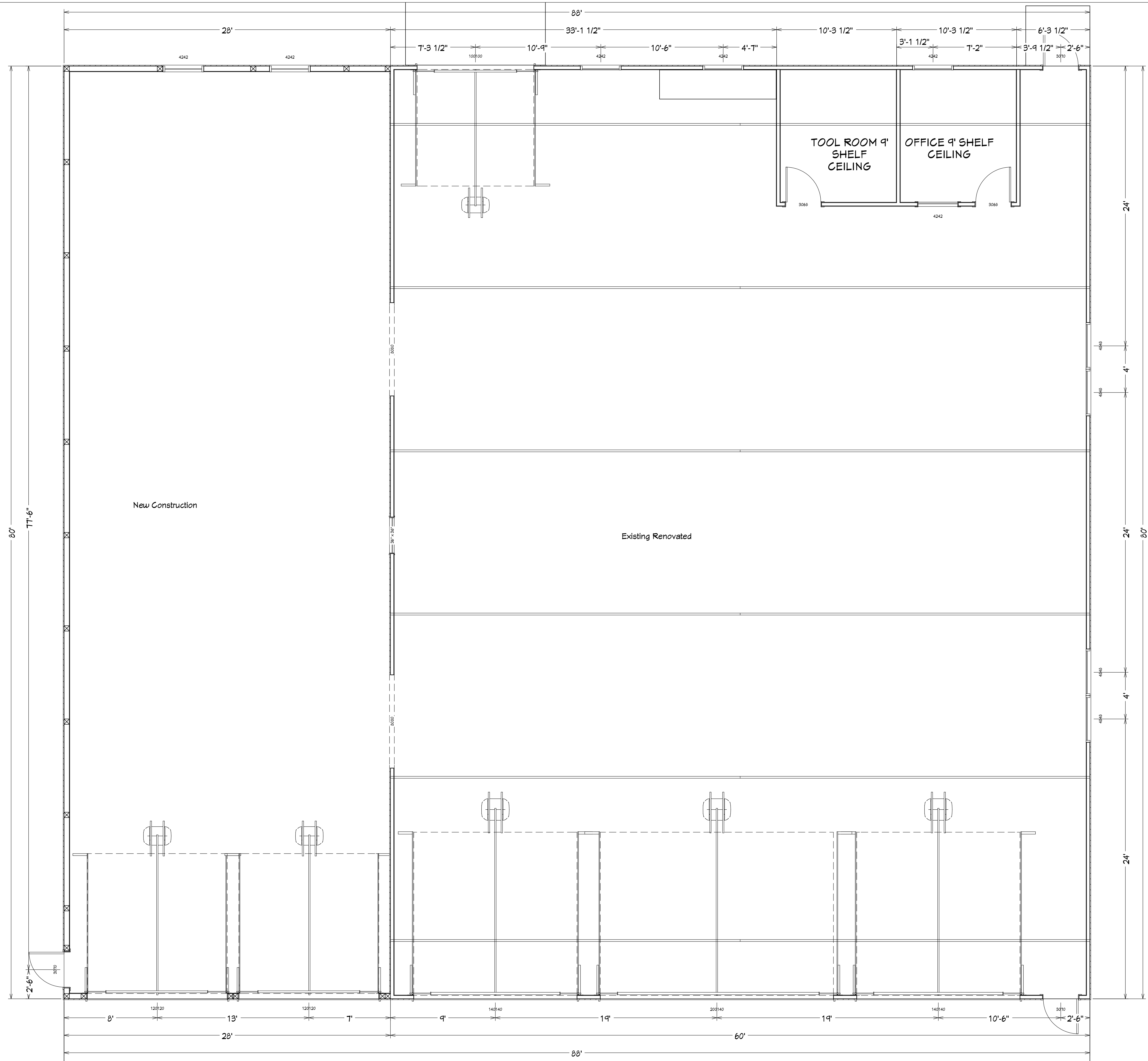
These Drawings are the proprietary work product of Freedom Builders developed for the exclusive use of Freedom Builders. Use of these Drawings and concepts contained therein without the written permission of Freedom Builders is prohibited and may subject you to a claim for damages from Freedom Builders.

These plans were designed with standard construction practices in mind. Due to variations in state, local, and federal codes, revisions may be required to these plans. It remains the responsibility of the builder to review the information, and assure that it is revised to become code compliant, appropriate, and complete.

DATE:
6/26/2025

SCALE:
1/4"=1'

SHEET:
A-3




These Drawings are the proprietary work product of Freedom Builders developed for the exclusive use of Freedom Builders. Use of these Drawings and concepts contained therein without the written permission of Freedom Builders is prohibited and may subject you to a claim for damages from Freedom Builders.

Sheet Title

First Floor Plan

Goshen Airport
Maintenance Building
17229 CR 42
Goshen IN 46536

DRAWINGS PROVIDED BY:



Freedom Builders
DESIGN • BUILD • GENERAL CONTRACTOR
54824 CR 33 Middlebury IN 46540
574-202-6505

DATE:

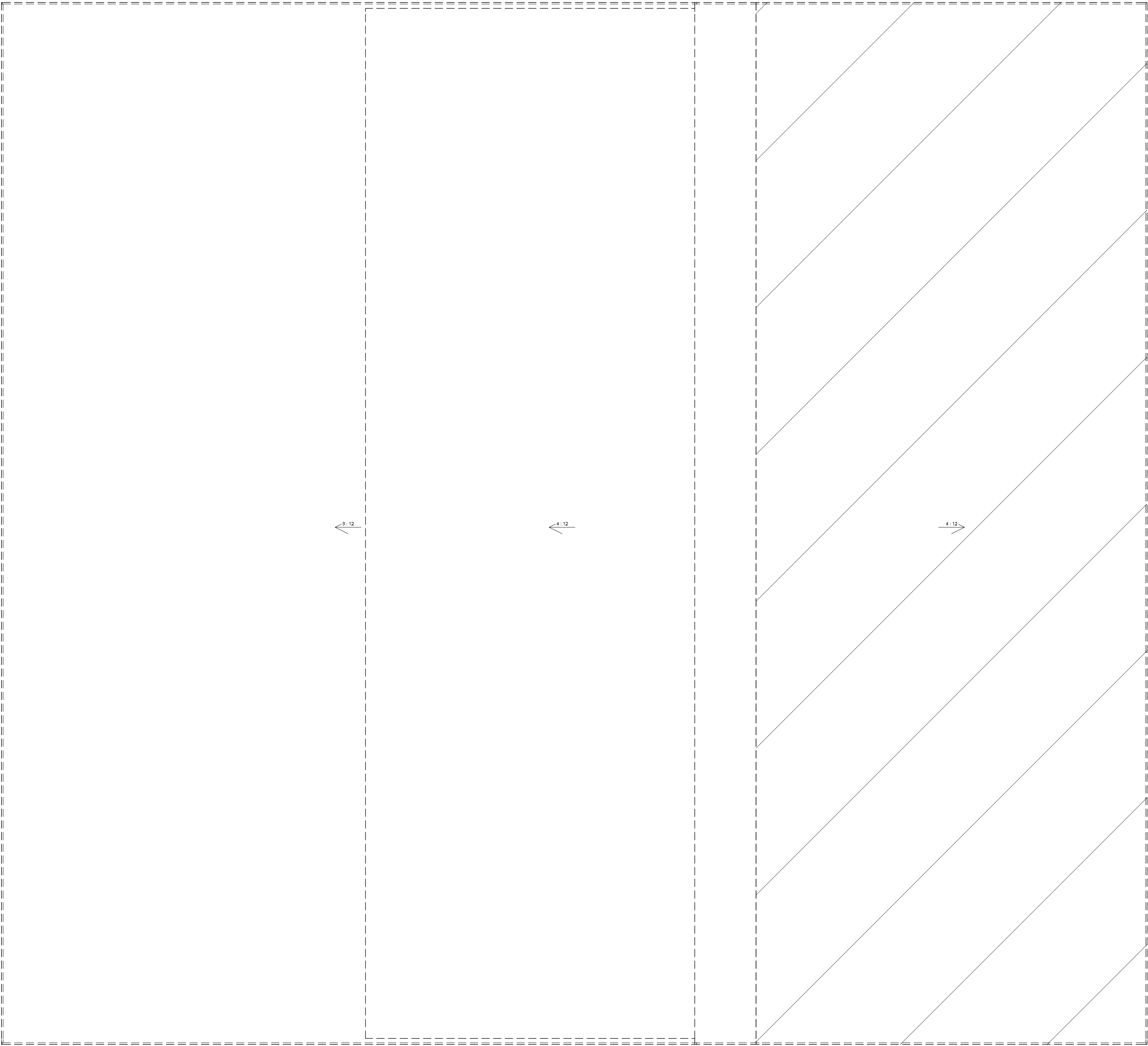
6/26/2025

SCALE:

$$1/4'' = 1'$$

SHEET:

A-4



These plans were designed with standard construction practices in mind. Due to variations in state, local, and federal codes, revisions may be required to these plans. It remains the responsibility of the Builder to review the information, and assure that it is revised to become code compliant, appropriate, and complete.

These Drawings are the proprietary work product of Freedom Builders developed for the exclusive use of Freedom Builders. Use of these Drawings and concepts contained therein without the written Permission of Freedom Builders is prohibited and may subject you to a claim for damages from Freedom Builders.


Sheet Title

Roof Plan

Project

Goshen Airport
Maintenance Building
17229 CR 42
Goshen IN 46536

DRAWINGS PROVIDED BY:



Freedom Builders
DESIGN • BUILD • GENERAL CONTRACTOR
54924 CR 33 Middlebury IN 46540
574-202-6505

DATE:

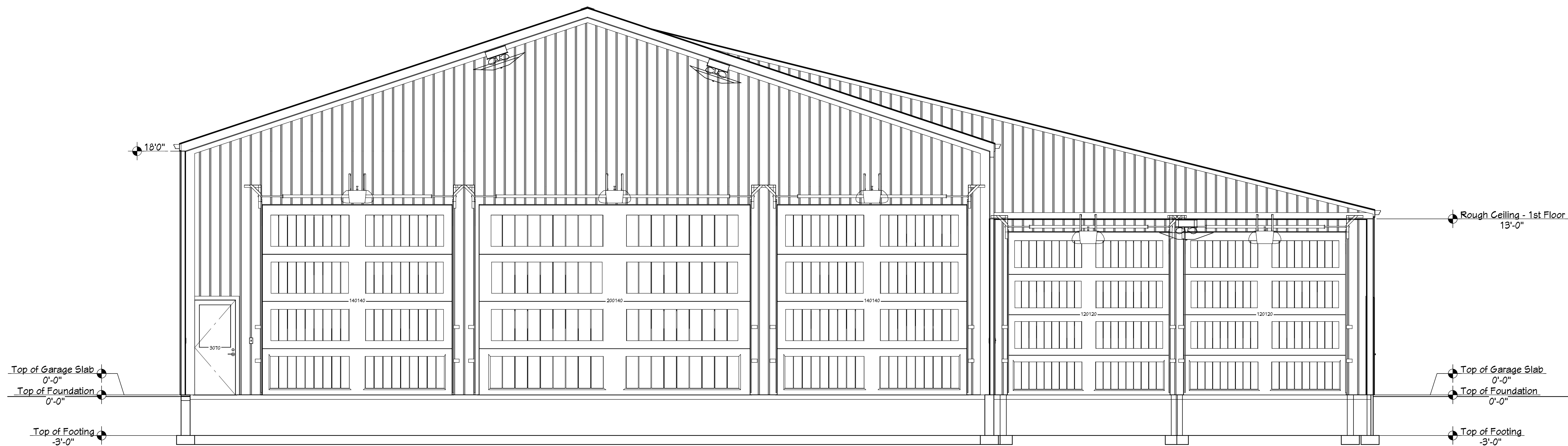
6/26/2025

SCALE:

1/4"=1'

SHEET:

A-5



These plans were designed with standard construction practices in mind. Due to variations in state, local, and federal codes, revisions may be required to these plans. It remains the responsibility of the Builder to review the information, and assure that it is revised to become code compliant, appropriate, and complete.

These Drawings are the proprietary work product of Freedom Builders developed for the exclusive use of Freedom Builders. Use of these Drawings and concepts contained therein without the written Permission of Freedom Builders is prohibited and may subject you to a claim for damages from Freedom Builders.

Sheet Title

Cross Section Views

Project

Goshen Airport
Maintenance Building
17229 CR 42
Goshen IN 46536

DRAWINGS PROVIDED BY:

Freedom Builders
DESIGN • BUILD • GENERAL CONTRACTOR
54024 CR 33 Middlebury IN 46540
574-202-6505

DATE:

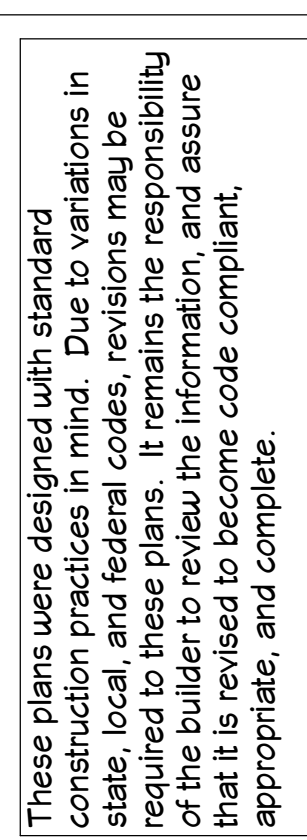
6/26/2025

SCALE:

1/4"=1'

SHEET:

A-6




These Drawings are the proprietary work product of Freedom Builders developed for the exclusive use of Freedom Builders. Use of these Drawings and concepts contained therein without the written permission of Freedom Builders is prohibited and may subject you to a claim for damages from Freedom Builders.

Sheet Title

Electrical Plan

Project
Goshen Airport
Maintenance Building
17229 CR 42
Goshen IN 46536

DRAWINGS PROVIDED BY:



Freedom Builders
DESIGN • BUILD • GENERAL CONTRACTOR
54824 CR 33 Middlebury IN 46540
574-202-6505

DATE:

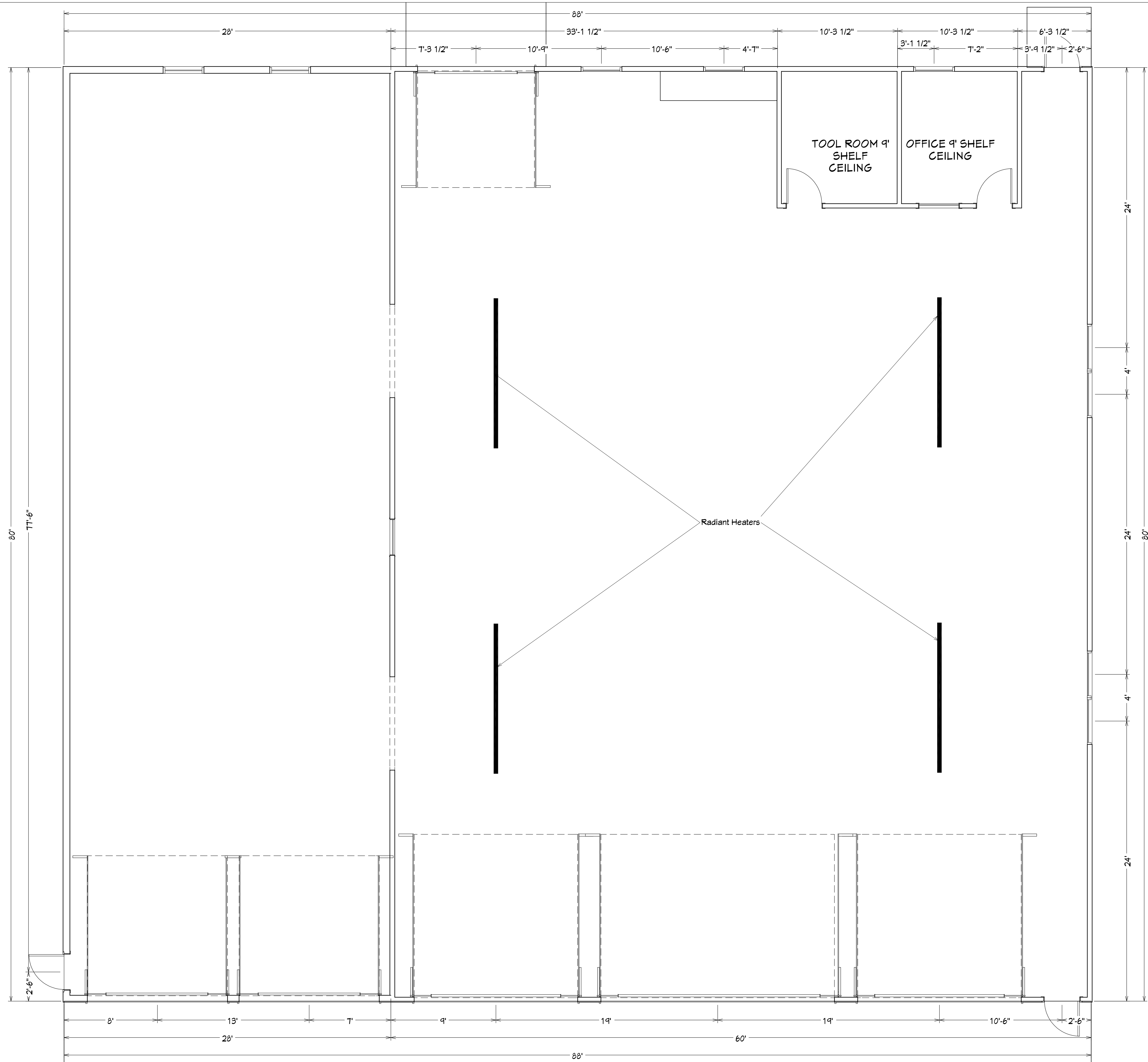
6/26/2025

SCALE:

$$1/4" = 1'$$

SHEET:

A-7



These Drawings are the proprietary work product of Freedom Builders developed for the exclusive use of Freedom Builders. Use of these Drawings and concepts contained therein without the written permission of Freedom Builders is prohibited and may subject you to a claim for damages from Freedom Builders.

These plans were designed with standard construction practices in mind. Due to variations in state, local, and federal codes, revisions may be required to these plans. It remains the responsibility of the builder to review the information, and assure that it is revised to become code compliant, appropriate, and complete.

Sheet Title

Heating Plan

Project

Goshen Airport
Maintenance Building
17229 CR 42
Goshen IN 46536

DRAWINGS PROVIDED BY:



DESIGN • BUILD • GENERAL CONTRACTOR
54824 CR 33 Middlebury IN 46540
574-202-6505

DATE:

6/26/2025

SCALE:

$$1/4'' = 1'$$

SHEET:

A-8

CONTRACTOR'S PROPOSAL

FOR

AIRPORT MAINTENANCE BUILDING RENOVATION & EXPANSION PROJECT

A Contractor responding to and submitting a bid to the City of Goshen for the above referenced public works project shall complete this proposal form in its entirety. A proposal must be filed with the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 by the date and time as indicated in the Notice to Bidders. All proposals received will be publicly opened and read aloud by the Goshen Board of Public Works and Safety.

PART 1 – CONTRACTOR INFORMATION
--

Contractor Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

PART 2 – PROPOSED CONTRACT PRICE

Contractor proposes to furnish all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with the Specifications and Contract Documents, including any incidentals, for the following lump sum price:

Contract Price: \$_____

PART 3 – ADDENDA

The Contractor will ascertain prior to submitting a proposal that Contractor has received all Addenda issued, and acknowledge the receipt of all Addenda.

The Contractor acknowledges receipt of the following Addenda for the Project:

Addenda Number _____ Dated _____

Addenda Number _____ Dated _____

Addenda Number _____ Dated _____

Addenda Number _____ Dated _____

_____ **NONE.** There were no Addenda issued for this Project.

PART 4 – EXCEPTIONS

Contractor shall indicate below whether the Contractor's proposal contains any deviation from or exception taken to the stated Specifications and Contract Documents, including the reason for the exception(s).

Any equipment, goods, materials and/or methods that City, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Contractor submits information that details how the equipment, goods, materials and/or methods offered will meet or exceed the minimum requirements of criteria and quality to that named in the Specifications and Contract Documents.

Contractor is cautioned that any exception taken and deemed by City to be a material variance and/or not meet or exceed the minimum requirements of criteria and quality to that named in the Specifications and Contract may result in the Contractor's proposal being rejected as non-responsive. In the absence of any stated exception, the proposal will be accepted as in strict compliance with the requirements, terms and conditions of the Specifications and Contract Documents.

_____ **NO**, this proposal does not contain any deviation from or exception taken to the stated Specifications and Contract Documents, and this proposal shall be accepted as in strict compliance with all terms and conditions of the Specifications and Contract Documents.

_____ **YES**, this proposal does contain deviation from or exception taken to the stated Specifications and Contract Documents which is/are detailed more fully below (attach additional pages if needed):

PART 5 – BUSINESS CERTIFICATION
--

Contractor must complete this page to identify the form of business organization the Contractor is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

The Contractor is operating as a (check one):

_____ SOLE PROPRIETORSHIP

_____ LIMITED LIABILITY PARTNERSHIP

_____ GENERAL PARTNERSHIP

_____ LIMITED LIABILITY COMPANY

_____ LIMITED PARTNERSHIP

_____ CORPORATION

The Contractor, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

_____ State of _____ and is currently registered with the Indiana Secretary of State.

The Business ID number for the Contractor is _____.

_____ State of _____ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Contractor agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

PART 6 – NEPOTISM DISCLOSURE

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

_____ Contractor **IS NOT** a relative of a City of Goshen elected official.

_____ Contractor **IS** a relative of a City of Goshen elected official. This includes an individual who is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official. Please specify the relative(s) below:

Name of elected official: _____

Relationship to Contractor: _____

PART 7 – INVESTMENT ACTIVITIES IN IRAN

In accordance with Indiana Code § 5-22-16.5, et seq, by submitting this proposal and signing Part 9, Contractor certifies the following:

_____ Contractor **IS NOT** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

_____ Contractor **IS** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

[Continued next page.]

PART 8 – OTHER REQUIRED SUBMITTALS

Contractor confirms that the following are attached to this Proposal:

- _____ Indiana State Board of Accounts Form No. 96, including financial statement, a statement of experience, a proposed plan for performing the work, and the equipment the Contractor has available for the performance of the public work.
- _____ Name(s) of tier 2 contractor, tier 3 contractor or lower tier contractor to be used in the Project, and a description of part of the work to be performed, materials to be supplied, or service to be supplied.
- _____ Proof a contractor in any contractor tier possesses any appropriate professional or trade licenses required by law for any trade or specialty area in which the Contractor is seeking a contract award, including plumbing license.
- _____ If the estimated cost of the Project is \$300,000 or more, but excluding a Project for the construction, improvement, alteration, repair or maintenance of a highway, street, road or alley, proof that a contractor in any contractor tier is qualified with the Indiana Public Works Certification Board. A supplier (any person supplying materials, but no onsite labor to a contractor or subcontractor) is not required to be qualified under Indiana Code § 4-13.6-4-2.5.)
- _____ Written plan for an employee drug testing program to test a contractor's employees for drugs and that complies with the requirements of Indiana Code § 4-13-18 et seq, or the relevant parts of a collective bargaining agreement establishing such program. This requirement also applies to a contractor in any contractor tier.
- _____ Proposed construction schedule.
- _____ Bid security.

PART 9 – SIGNATURE

The undersigned certifies that Contractor has read and understands the instructions, terms, conditions and specifications of this solicitation. Contractor agrees to fulfill the requirements of any awarded contract at the prices proposed based on the terms and conditions of all Specifications and Contract Documents, including all Addenda.

By submitting this proposal, the Contractor agrees that the City may hold the Contractor's Proposal for a period not-to-exceed sixty (60) days from the date of the proposal opening for the purpose of reviewing the proposals received prior to awarding the bid and contract.

The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Contractor. Signature by the Contractor's authorized representative constitutes execution of each any every Part of this Proposal.

SIGNATURE MUST BE NOTARIZED

Contractor's Authorized Representative:

Signature: _____ Title: _____

Printed: _____ Date: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named _____, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Contractor's Proposal are true and correct.

Witness my hand and Notarial Seal this _____ day of _____, 20____.

Printed Name: _____

County of Residence: _____

My Commission Expires: _____

Commission Number: _____