

Contract Documents
for:

CCMG 2026-01 Paving Program

In Frankton, Indiana

April 13th, 2026 Bid Opening



Prepared For:
Town of Frankton

204 East Sigler St., Frankton, IN 46044
Phone: 765.754.7285

Prepared By:
CrossRoad Engineers, P.C.

115 N 17th Ave, Beech Grove, IN 46107
Phone: 317.780.1555; Fax: 317.780.6525

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CCMG 2026-01 Paving Program

TOWN OF FRANKTON, INDIANA

ADVERTISEMENT FOR BIDS

The Town of Frankton, Indiana will receive bids for the 2026 Paving Program Project, all in accordance with the Contract Documents, Construction Schedule, and Specifications. Bids will be received until **5:00 pm, April 13th, 2026**, at Frankton Town Hall, 204 East Sigler St, Frankton, Indiana at which time all bids will be publicly opened and read aloud. Bids received after that time will be returned unopened. Bids will be received at Frankton Town Hall during normal business hours 9:00 am to 5:00 pm, local time. All bids will be publicly opened and read aloud in the Town Hall Boardroom at or just after **6:00 pm, local time, on April 13th, 2026**.

The project shall include asphalt milling and overlay with one and a half inches of HMA surface on various streets and approaches throughout the Town of Frankton. This project will also include full depth HMA Patching or small areas of full depth reconstruction, as necessary and directed by Town of Frankton Personnel. As a part of the milling and overlaying taking place, concrete sidewalks, curb ramps, and PCCP approaches will be replaced within the limits of the project as necessary. In addition, thermoplastic pavement markings and signage will be placed and lawn restoration will occur, as necessary and directed. All work is specified in the Construction Schedule and Specifications for said project.

Contract Documents will be on file no later than **March 17th, 2026** and may be examined at the following locations:

Frankton Town Hall
204 East Sigler St
Frankton, IN 46044
765-754-7285

Crossroad Engineers, P.C.
115 N. 17th Avenue
Beech Grove, IN 46107
317.780.1555
317.780.6525 (Fax)

The Proposal must be made on the forms provided in the Contract Documents. Each bid shall be accompanied by a cashier's or certified check, drawn on an acceptable bank, or an acceptable bidder's bond, in an amount not less than ten percent (10%) of the total amount of the bid, payable to the Town of Frankton, Indiana.

The bidder to whom a contract for work is awarded will be required to furnish a Performance, Maintenance, and Payment Bond executed on the specified forms and acceptable to the Town, in the amount of one hundred percent (100%) of the Contract.

The bidder must supply all the information required by the bid proposal form. Partial payment will be made monthly based on an approved payment request. The Contractor and all subcontractors will be required to comply with required Federal and State labor regulations including Equal Employment Opportunity, Non-segregated Facilities, and Affirmative Action requirements.

The Town of Frankton, Indiana, reserves the right to reject any and all proposals or parts there-of and to waive all responsibility for irregularities in bids. Bids may be held by the Town of Frankton, Indiana, for a period of not to exceed sixty (60) days from the date of the opening of the bids for the purpose of reviewing the bids and the investigation of the qualifications of bidders, prior to awarding of the Contract.

TOWN OF FRANKTON

Publication Dates: 3/17/26 & 3/24/26

Authorized By: TOWN COUNCIL

Town of Frankton
CCMG 2026-01 Paving Program
CONTRACTOR INDEMNIFICATION

The Work performed by the Contractor shall be at the risk of that Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at their sole expense) and hold harmless the **Town of Frankton** and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. The Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force and shall continue until it is finally adjudicated.

INSURANCE REQUIREMENTS

Upon execution of the Agreement, the Contractor shall provide the **Town of Frankton** with a Certificate of Insurance as evidence of Commercial General Liability insurance, Workers' Compensation and Automobile Liability for any employees, agents, or Subcontractors of the Contractor as part of the bid documentation.

The Contractor's liability coverage shall use ISO form CG 00 01 10 01 (or equivalent coverage) and include the **Town of Frankton** as an Additional Insured using ISO Form CG 20 10 10 85 (or equivalent coverage) or on the combination of ISO Forms CG 20 10 01 and CG 20 37 10 01 (or equivalent coverage). This Additional Insured coverage shall apply as primary & non-contributory insurance with respect to any other insurance afforded to the **Town of Frankton**. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from explosion, collapse, underground property damage or work performed by subcontractors.

The coverage limits shall not be less than the following:

Commercial General Liability Insurance:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury

Workers' Compensation and Employers' Liability Insurance:

\$ 500,000 Bodily Injury by Accident
\$ 500,000 Bodily Injury by Disease - Policy Limit
\$ 500,000 Bodily Injury by Disease - Each Employee

Automobile Liability Insurance:

\$1,000,000 Each Accident

Commercial Umbrella Liability:

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and have an AM Best rating of "A- "or better. Each Certificate of Insurance shall provide that the insurer must give the **Town of Frankton** at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage.

CCMG 2026-01 Paving Program

TOWN OF FRANKTON, INDIANA

INSTRUCTIONS TO BIDDERS

1. Each proposal shall be legibly written or printed in ink, on the proposal form provided in this bound copy of proposed Contract Documents. No alterations in proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder; if initialed, the Owner may require the bidder to identify any alteration so initialed. The person shall make no alteration in any proposal, or in the proposal form, on which it is submitted, after the proposal has been submitted by the bidder. Any and all addenda to the Contract Documents, in which a proposal is based, properly signed by the bidder, shall accompany the proposal when submitted.

Each proposal submitted shall be enclosed in a sealed enveloped, addressed to the **Town of Frankton**, identified on the outside with the words "**CCMG 2026-01 Paving Program Town of Frankton, Indiana**" and identifying the bidder. Proposals shall be delivered to The Town of Frankton on or before the time and date specified in the Request for Bids, at which time they will be publicly opened and read.

2. Each proposal shall be accompanied by either a cashier's check, a certified check drawn on an acceptable bank, or an acceptable bid bond, in an amount of not less than ten percent (10%) of the total amount of the bid, made payable without conditions to the "Town of Frankton, Indiana", hereinafter referred to as the Owner, and the amount of the said Proposal Guarantee may be retained by and forfeited to the Owner as liquidated damages if the proposal covered thereby is accepted and a contract based thereon is awarded and the bidder should fail to enter into a Contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made by the Owner.

The proposal guarantee deposit of the unsuccessful bidder will be returned if and when his proposal is rejected. The proposal guarantee deposit of the bidder to whom a Contract is awarded will be returned provided, and when, said successful bidder executes a Contract and files satisfactory bonds as hereinafter stipulated. The proposal guarantee deposit of the second lowest responsible bidder may be retained for a period not to exceed sixty (60) days pending the execution of the Contract and bonds by the successful bidder.

3. The bidder shall furnish a statement of whether he is now or ever has been engaged in any work similar to that covered by the Specifications herein, the year in which such work was performed and the manner of its execution and giving such other information as will tend to show the bidder's ability to prosecute the required work. The bidder may be required to furnish a financial statement showing funds available for the immediate execution of the work and also a statement of plants and equipment which he proposes to use and which is immediately available for execution of the work. Lists of plants and equipment shall be submitted in accordance with the following form:

MINIMUM PLANT TO BE USED ON THE WORK			
<u>Name</u>	<u>Type</u>	<u>Capacity</u>	<u>Condition</u>

4. Each bidder shall carefully examine the Plans, Specifications, and other Contract Documents, shall visit the site and fully inform himself of all conditions affecting the work or the cost thereof, and shall be presumed to have done so and his bid shall be based upon his own conclusion from such examination. Each bidder shall inform himself concerning all Federal, State and Local laws, ordinances or regulations which may in any manner affect his proposed operations of construction, or those engaged or employed on the work or the material or equipment. Should a bidder find discrepancies in or omissions from, the Plans, Specifications or other Contract Documents, he should at once notify the Engineer in writing and obtain clarification or interpretation prior to submitting any bid. Any interpretation of the proposed Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person obtaining a set of such documents from the Engineer. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
5. Where various utilities or structures are shown on the plans, the location cannot be assumed exact. These utilities and/or structures are plotted on the plans only for the Contractor's general information. It shall not be interpreted that the utilities or structures will be found or encountered as shown. Other utilities or structures may also be found and encountered which are not indicated on the plans, such as residential services, etc.

It is the Contractor's responsibility to locate all utilities or structures.

The contractor shall contact all local utility companies and inquire if they have any above ground or underground facilities or structures within the limits of construction. If facilities or structures are within the limits, the Contractor shall request the involved utility(ies) to furnish maps or drawings showing the exact location of such facilities and/ or structures. The Contractor shall also request utility(ies) to make field locations of such facilities and/or structures.

For the purposes of clarification, public utilities shall be defined as all sanitary sewers, storm drains, field tiles and any other utility, which is publicly owned. All private utilities shall be defined as all water mains and services, gas mains and services, underground or overhead telephone, fiber, and electrical lines, cable TV lines and all other privately owned utility lines.

All encountered public and private utilities or structures, which are not in direct conflict, may be relocated or temporarily removed by a method acceptable to the affected utility, at the complete expense of the Contractor. All encountered private utilities or structures, which are in direct conflict or interference, shall be relocated at the conflict or interference shall be relocated at the expense of the utility company. A direct conflict shall exist when an existing underground structure or utility line lies within the excavation of the full depth patch under construction. Said relocation and replacement shall be done by the involved utility only, unless that utility approves in writing that the work may be done by the contractor, and in such event said approval shall be forwarded to the Engineer, signed by an authorized agent of the utility involved prior to the Contractor's commencement of work.

If the encountered public utilities and/or structures are in direct conflict, the Contractor shall make permanent changes (which are not indicated as changes on the plans or indicated in the specifications) in the location of any new pipes or other structures, which is a part of the contract. The costs for making such changes (not shown on the plans or indicated in the specifications) over and above the cost of the work that is originally shown or specified, will be paid for as extra work in accordance with the General Conditions.

All encountered public utilities or structures, which are not in direct conflict and are being relocated at the Contractor's option, shall be relocated at the expense of the contractor.

6. Each bidder to whom a contract for the work is awarded shall be required to furnish a surety as follows:

Performance, Payment, and Maintenance Bond, a contract bond to the Owner, in an amount equal to 100 percent (100%) of the contract price.

The bonds shall be executed in three (3) counterparts on the forms bound herein, signed by a surety company authorized to do business in the State of Indiana and acceptable as surety to the Owner.

7. No bidder may submit more than one proposal. Two proposals under different names will not be received from one firm or association.
8. No bidder may withdraw his proposal for a period of sixty (60) days after the date and time set for the opening herewith. A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the same person or persons who signed the proposal.
9. The Owner reserves the right to accept the bid, which, in its judgment, is the lowest and best bid; to reject any or all bids; and to waive irregularities or informalities in any bid submitted. Bids received after the specified time of closing will be returned unopened.
10. None of the Instructions to Bidders, Proposal, Performance, Payment, and Maintenance Bond, Contract Agreement, General Conditions, or Specifications shall be removed from the bound copy of the Contract Documents prior to filing the proposal contained therein.
11. Each bidder shall sign his proposal, using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership named followed by the signature of one of the members of the partnership or by an authorized representative and designation of the person signing. Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The names of all persons signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation, without disclosing his

principal, may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

12. Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The Contractor and all subcontractors will be required to comply with required Federal and State labor regulations including Equal Employment Opportunity, Non-Segregated Facilities, and Affirmative Action requirements. All work will be completed using Town of Frankton Construction Standards and INDOT Standards.

13. Each bidder shall include in his Proposal the following information:

Firm:
Name:
Treasury Number:
Address:
City, State and Zip Code:

14. The Project Supervisor is Vickie Hart, Council Member, 204 East Sigler St., Frankton, IN 46044
15. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
16. Owner requires that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. Further, the contractor and all subcontractors will also be required to comply with required Federal and State labor regulations including Equal Employment Opportunity, Non-Segregated Facilities, E-Verify, Affirmative Action, Certification for Federal Aid Contracts Lobbying Activities, and other requirements set forth in the Bid Documents and Specifications.
17. All submissions may be considered public documents under applicable laws and may be subject to disclosure. Some bid records are public as soon as received by the Owner, others become public at bid opening, and others at bid award. Bidders recognize and agree that the Owner will not be responsible or liable in any way for any losses that the Bidder may suffer from the lawful disclosure of information or materials to third parties.
18. Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the Bid Submission. Such designations will not necessarily be conclusive, and Bidders may be required to justify why such material should not, upon written request, be disclosed by the Owner under the applicable public records act.
19. Owner will endeavor to provide at least two (2) business days' notice to the Bidder of a public records request for material submitted pursuant to the request for bids. The Owner will then release the document in accordance with the Owner's policy for responding to such requests unless both of the following are true:
 - a. The Bidder responds to the notice with any objection to the production of the document within two (2) business days of receipt of the notice; *and*
 - b. The Bidder agrees in writing to indemnify Owner in the event a challenge is brought for withholding a public record based on Bidder having designated it a trade secret.
20. Indiana State Form 52414 (Form 96), revised 2013 or later, prescribed by the State Board of Accounts of Indiana, must be completely filled out, attested, and submitted with the Proposal. If the information submitted by any Bidder on the forms herein prescribed is found on examination to be unsatisfactory, the bid submitted by such Bidder shall not be considered.

CCMG 2026-01 Paving Program

TOWN OF FRANKTON, INDIANA

PROPOSAL

1. The Bidder shall complete all required information and documentation for each submitted bid proposal and include the proposal within the bid envelope marked “**CCMG 2026-01 Paving Program Town of Frankton, Indiana**”
2. The Undersigned Bidder declares that he/she has read the Specifications and other Contract Documents, has examined and understands the Plans, has examined the site of the work and has determined for himself the conditions affecting the work, and he proposes and agrees if this Proposal is accepted to provide, at his own expense, all labor, insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances and means of construction, and all materials and supplies, and to complete ready for its intended purpose, the entire work and all parts thereof described as included under the Contract herein bid upon, in the manner and items prescribed, including all work incidental thereto, according to the Plans and Specifications and such instructions as the Director of Engineering may give. INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) STANDARD SPECIFICATIONS LATEST EDITION, with supplemental specifications effective the date of the Advertisement for Bid along with The Town of Frankton Construction Standards Effective Date April 2020.
3. The Undersigned Bidder, in compliance with the Contract Documents dated **March 17, 2026**, hereby proposes to do the work called for in said Specifications and other Contract Documents and as shown on said Plans for the said work at the following rates and prices:

NO.	STREET	BID AMOUNT
1	WASHINGTON STREET (Clyde St to SR 128)	
2	WASHINGTON STREET (SR 128 to Maple St)	
3	MAPLE STREET (7 th St to N CR 500 W)	
4	MAPLE STREET (N CR 500 W to Woodworth Ave)	
5	CLYDE STREET (8 th St to 11 th St)	
6	DELAWARE STREET (Factory St to Sigler St)	
7	FACTORY STREET (Delaware St to Fletcher St)	
8	FLETCHER STREET (Clyde St to Sigler St)	
TOTAL BID AMOUNT:		

CCMG 2026-01 Paving Program

SEGMENT 1: Washington St - Clyde St to SR 128 (Sigler St)

Item number	Description	Quantity	Unit	Unit Price	Total
1	Mobilization and Demobilization	1	LS		
2	Construction Engineering	1	LS		
3	Maintenance of Traffic	1	LS		
4	Subgrade Treatment Type IC (Undistributed)	305	SYS		
5	Milling, Approach	246	SYS		
6	Milling, Asphalt, 1.5"	2804	SYS		
7	HMA Patching, Full Depth, Type B (Undistributed)	109	TON		
8	QC/QA-HMA-2, 58S, Surface, 9.5 mm	231	TON		
9	Asphalt for Tack Coat	1	TON		
10	HMA for Approaches, Type B	20	TON		
11	Casting, Adjust to Grade	5	EA		
12	Transverse Mkg Thermo Xwalk White 6 IN	98	LFT		
13	Transverse Marking, Thermoplastic, Stop Line, White, 24"	55	LFT		
14	Restoration (Topsoil & Seed)	1	LS		

TOTAL: _____

CCMG 2026-01 Paving Program

SEGMENT 2: Washington St - SR 128 (Sigler St) to Maple St					
Item number	Description	Quantity	Unit	Unit Price	Total
1	Mobilization and Demobilization	1	LS		
2	Construction Engineering	1	LS		
3	Maintenance of Traffic	1	LS		
4	Sidewalk Concrete, Remove	54	SYS		
5	Subgrade Treatment Type II	152	SYS		
6	Subgrade Treatment Type IC	304	SYS		
7	Subgrade Treatment Type IC (Undistributed)	227	SYS		
8	Geogrid Type IB	98	SYS		
9	Dense Graded Subbase	16	CYS		
10	Milling, Approach	177	SYS		
11	Milling, Asphalt, 1.5"	2089	SYS		
12	HMA Patching, Full Depth, Type B	109	TON		
13	HMA Patching, Full Depth, Type B (Undistributed)	81	TON		
14	QC/QA-HMA-2, 58S, Surface, 9.5 mm	198	TON		
15	Asphalt for Tack Coat	1	TON		
16	Sidewalk, Concrete	25	SYS		
17	Curb Ramp, Concrete	29	SYS		
18	Detectable Warning Surfaces	8	SYS		
19	HMA for Approaches, Type B	15	TON		
20	PCCP for Approaches 9IN	98	SYS		
21	Line, Thermoplastic, Solid, Yellow, 4"	1010	LFT		
22	Transverse Mkg Thermo Parking Line White 4 IN	506	LFT		
23	Transverse Mkg Thermo Xwalk White 6 IN	261	LFT		
24	Transverse Marking, Thermoplastic, Stop Line, White, 24"	36	LFT		
25	Restoration (Topsoil & Seed)	1	LS		

TOTAL: _____

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SEGMENT 3: Maple Street - 7th St to N CR 500 W (11th Street)					
Item number	Description	Quantity	Unit	Unit Price	Total
1	Mobilization and Demobilization	1	LS		
2	Construction Engineering	1	LS		
3	Maintenance of Traffic	1	LS		
4	Sidewalk Concrete, Remove	101	SYS		
5	Subgrade Treatment Type IC (Undistributed)	414	SYS		
6	Milling, Approach	71	SYS		
7	Milling, Asphalt, 1.5"	2089	SYS		
8	HMA Patching, Full Depth, Type B (Undistributed)	49	TON		
9	QC/QA-HMA-2, 58S, Surface, 9.5 mm	105	TON		
10	Asphalt for Tack Coat	0.5	TON		
11	Sidewalk, Concrete	78	SYS		
12	Curb Ramp, Concrete	23	SYS		
13	Detectable Warning Surfaces	5	SYS		
14	HMA for Approaches, Type B	6	TON		
15	Casting, Adjust to Grade	6	EA		
16	Transverse Mkg Thermo Xwalk White 6 IN	298	LFT		
17	Transverse Marking, Thermoplastic, Stop Line, White, 24"	52	LFT		
18	Restoration (Topsoil & Seed)	1	LS		

TOTAL: _____

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SEGMENT 4: Maple St - N CR 500 W to Woodworth Ave

Item number	Description	Quantity	Unit	Unit Price	Total
1	Mobilization and Demobilization	1	LS		
2	Construction Engineering	1	LS		
3	Maintenance of Traffic	1	LS		
4	Sidewalk Concrete, Remove	12	SYS		
5	Subgrade Treatment Type IC (Undistributed)	138	SYS		
6	Milling, Approach	98	SYS		
7	Milling, Asphalt, 1.5"	1278	SYS		
8	HMA Patching, Full Depth, Type B	156	TON		
9	HMA Patching, Full Depth, Type B (Undistributed)	140	TON		
10	QC/QA-HMA-2, 58S, Surface, 9.5 mm	342	TON		
11	Asphalt for Tack Coat	1	TON		
12	Curb Ramp, Concrete	12	SYS		
13	Detectable Warning Surfaces	2	SYS		
14	HMA for Approaches, Type B	8	TON		
15	Casting, Adjust to Grade	3	EA		
16	Transverse Mkg Thermo Xwalk White 6 IN	381	LFT		
17	Transverse Marking, Thermoplastic, Stop Line, White, 24"	31	LFT		
18	Restoration (Topsoil & Seed)	1	LS		

TOTAL: _____

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SEGMENT 5: Clyde St - 8th St to 11th St					
Item number	Description	Quantity	Unit	Unit Price	Total
1	Mobilization and Demobilization	1	LS		
2	Construction Engineering	1	LS		
3	Maintenance of Traffic	1	LS		
4	Sidewalk Concrete, Remove	33	SYS		
5	Subgrade Treatment Type IC (Undistributed)	377	SYS		
6	Milling, Approach	366	SYS		
7	Milling, Asphalt, 1.5"	1278	SYS		
8	HMA Patching, Full Depth, Type B (Undistributed)	135	TON		
9	QC/QA-HMA-2, 58S, Surface, 9.5 mm	281	TON		
10	Asphalt for Tack Coat	1	TON		
11	Curb Ramp, Concrete	12	SYS		
12	Detectable Warning Surfaces	5	SYS		
13	HMA for Approaches, Type B	30	TON		
14	Casting, Adjust to Grade	4	EA		
15	Transverse Mkg Thermo Xwalk White 6 IN	51	LFT		
16	Transverse Marking, Thermoplastic, Stop Line, White, 24"	55	LFT		
17	Restoration (Topsoil & Seed)	1	LS		

TOTAL: _____

SEGMENT 6: Delaware St - Factory St to Sigler St					
Item number	Description	Quantity	Unit	Unit Price	Total
1	Mobilization and Demobilization	1	LS		
2	Construction Engineering	1	LS		
3	Maintenance of Traffic	1	LS		
4	Subgrade Treatment Type IC (Undistributed)	137	SYS		
5	Milling, Approach	22	SYS		
6	Milling, Asphalt, 1.5"	1242	SYS		
7	HMA Patching, Full Depth, Type B (Undistributed)	49	TON		
8	QC/QA-HMA-2, 58S, Surface, 9.5 mm	102	TON		
9	Asphalt for Tack Coat	0.5	TON		
10	HMA for Approaches, Type B	2	TON		
11	Casting, Adjust to Grade	4	EA		
12	Transverse Mkg Thermo Xwalk White 6 IN	34	LFT		
13	Transverse Marking, Thermoplastic, Stop Line, White, 24"	11	LFT		
14	Restoration (Topsoil & Seed)	1	LS		

TOTAL: _____

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SEGMENT 7: Factory St - Delaware to Fletcher St					
Item number	Description	Quantity	Unit	Unit Price	Total
1	Mobilization and Demobilization	1	LS		
2	Construction Engineering	1	LS		
3	Maintenance of Traffic	1	LS		
4	Subgrade Treatment Type IC (Undistributed)	38	SYS		
5	Milling, Approach	138	SYS		
6	Milling, Asphalt, 1.5"	344	SYS		
7	HMA Patching, Full Depth, Type B (Undistributed)	14	TON		
8	QC/QA-HMA-2, 58S, Surface, 9.5 mm	28	TON		
9	Asphalt for Tack Coat	0.5	TON		
10	HMA for Approaches, Type B	11	TON		
11	Transverse Marking, Thermoplastic, Stop Line, White, 24"	14	LFT		
12	Restoration (Topsoil & Seed)	1	LS		

TOTAL: _____

SEGMENT 8: Fletcher St - Clyde St to Sigler St					
Item number	Description	Quantity	Unit	Unit Price	Total
1	Mobilization and Demobilization	1	LS		
2	Construction Engineering	1	LS		
3	Maintenance of Traffic	1	LS		
4	Subgrade Treatment Type IC (Undistributed)	203	SYS		
5	Milling, Approach	94	SYS		
6	Milling, Asphalt, 1.5"	1941	SYS		
7	HMA Patching, Full Depth, Type B (Undistributed)	73	TON		
8	QC/QA-HMA-2, 58S, Surface, 9.5 mm	160	TON		
9	Asphalt for Tack Coat	1	TON		
10	HMA for Approaches, Type B	8	TON		
11	Casting, Adjust to Grade	3	EA		
12	Transverse Mkg Thermo Xwalk White 6 IN	36	LFT		
13	Transverse Marking, Thermoplastic, Stop Line, White, 24"	50	LFT		
14	Restoration (Topsoil & Seed)	1	LS		

TOTAL: _____

CCMG 2026-01 Paving Program

All Prospective Bidders are required to submit unit prices and their extensions on all items included in this Proposal. In the event of an omitted extension or mistake in the extension total, the designated unit price amount shall govern to determine the corrected extension amount.

1. The Undersigned Bidder understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids.
2. The Undersigned agrees, upon written notice of the acceptance of this bid within three (3) days after the bid award that he will execute the Contract in accordance with the bid as accepted and give Performance, Maintenance and Payment Bond on the forms included herein within seven (7) days after the prescribed forms are presented for signature.
3. As an evidence of good faith in submitting this Proposal, the Undersigned encloses either a cashier's check, a certified check drawn on an acceptable bank, or an acceptable Bid Bond in the amount of not less than ten percent (10%) of the total amount of the bid, which in case he refuses or fails to accept an award and to enter into a Contract and file the required bonds within the prescribed time, shall be forfeited damages to the TOWN OF FRANKTON, Indiana, as liquidated damages.
The Undersigned hereby declares that the only parties interested in this Proposal are named herein, that this Proposal is made without collusion with any other person, firm or corporation, that no member of the Town Council, officer or agent of the TOWN OF FRANKTON, Indiana is directly or indirectly financially interested in this bid.

Addenda No. _____ received and considered in the preparation of this bid.

SIGNATURE OF BIDDER:

If an Individual: _____, doing business as

If A Partnership: _____

By: _____, member of firm

If a Corporation: _____

By: _____

Title: _____

Business Address of Bidder: _____

BID BOND
Town of Frankton

Instructions To Bidders

Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by OWNER/Obligee.

Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

"Bidder": _____

and

"Surety": [Name] _____
[Address] _____

_____,
a corporation chartered and existing under the laws of the State of _____,
and authorized to do business in the State of
Indiana,

are held and firmly bound unto the Town of Frankton, Indiana ("Obligee") in the full and just sum equal to ten percent (10%) of the price stated in the Bid Proposal described in Part 2, including accepted alternates, if any, to be paid upon demand of the Obligee, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Obligee to enforce this instrument, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents. Ten percent (10%) of the price stated in the Bid Proposal is \$ _____.

WHEREAS, the Obligee has solicited Bids for certain Work for or in furtherance of construction of public improvements described generally as

2026-01 CCMG Paving Project

The project shall include asphalt milling and overlay with one and a half inches of HMA surface on various streets and approaches throughout the Town of Frankton. This project will also include full depth HMA Patching or small areas of full depth reconstruction, as necessary and directed by Town of Frankton Personnel. As a part of the milling and overlaying taking place, concrete sidewalks, curb ramps, and PCCP approaches will be replaced within the limits of the project as necessary. In addition, thermoplastic pavement markings and signage will be placed and lawn restoration will occur, as necessary and directed. All work is specified in the Construction Schedule and Specifications for said project.

pursuant to plans, specifications and other "Contract Documents" included as parts of and designated by such solicitation; and

WHEREAS, the Bidder has submitted to the Obligee a Bid Proposal to perform such Work.

NOW THEREFORE: The conditions of this obligation are such that if the Bid Proposal be accepted, with or without conditions, the Bidder shall within such time thereafter as prescribed by the Contract Documents (i) fulfill all conditions of such award that remain to be fulfilled, (ii) execute a Contract in accordance with the Bid Proposal and in the form and manner required by the Contract Documents, and (iii) thereafter provide all bonds, and other Documentation required by the Contract Documents to be delivered to Obligee prior to commencing Work, including without limitation a sufficient and satisfactory Performance Bond and Payment Bond payable to Obligee, each in an amount of one hundred percent (100%) of the total Contract price as awarded and in form and with surety satisfactory to said Obligee, then this obligation to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Bidder to comply with any or all of the foregoing requirements within the time specified above and as prescribed by the Contract Documents, immediately pay to the Obligee, upon demand, the amount hereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Bidder and Surety have caused this instrument to be duly signed and sealed this _____ day of _____, 20__.

This Bid Bond shall bind the undersigned Surety whether or not also signed by the Bidder.

“Bidder”

By: _____

Printed: _____

“Surety”

By: _____

Printed: _____

Countersigned: _____

MAINTENANCE BOND
Town of Frankton

Instructions:

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by OWNER.

Date of Bond must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL MEN BY THESE PRESENTS: that

"CONTRACTOR":

_____ and

"Surety": [Name] _____
[Address] _____

a corporation chartered and existing under the laws of the State of _____, and authorized to do business in the State of Indiana,

are held and firmly bound unto the Town of Frankton, Indiana hereinafter called OWNER, in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Obligee to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has entered into a certain Agreement with the OWNER, dated as of the _____ day of _____, 20 __, by which CONTRACTOR has agreed to perform and furnish certain Work for or in furtherance of construction of public improvements described generally as

2026-01 CCMG Paving Project

The project shall include asphalt milling and overlay with one and a half inches of HMA surface on various streets and approaches throughout the Town of Frankton. This project will also include full depth HMA Patching or small areas of full depth reconstruction, as necessary and directed by Town of Frankton Personnel. As a part of the milling and overlaying taking place, concrete sidewalks, curb ramps, and PCCP approaches will be replaced within the limits of the project as necessary. In addition, thermoplastic pavement markings and signage will be placed and lawn restoration will occur, as necessary and directed. All work is specified in the Construction Schedule and Specifications for said project.

which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

WHEREAS, CONTRACTOR has installed and completed and met all improvements, installations and requirements applicable to the above described Work, but said improvements and installations have not yet been accepted for public maintenance; and

WHEREAS, the OWNER requires a guarantee from the CONTRACTOR against defective materials and workmanship in connection with such maintenance.

NOW, THEREFORE, CONTRACTOR warrants the workmanship and all materials used in the construction, installation and completion of said Work, including all improvements and installations thereof, to be of good quality and constructed and completed in a workmanlike manner in accordance with the Agreement and Contract Documents and all local, state and federal laws, ordinances, rules, standards and regulations applicable to said Work;

FURTHERMORE, the conditions of the Surety's obligation hereunder are such that if CONTRACTOR at his own expense, for a period of three (3) years after said Work, improvements and installations are accepted for public maintenance by the OWNER, shall make all repairs or replacements thereto which may become necessary by reason of improper or defective workmanship or materials, or any failure thereof to conform to the provisions of the Agreement or Contract Documents, then Surety's obligation is to be null and void; otherwise such obligation shall remain in full force and effect. Any repairs or replacements made under this bond shall in like manner be subject to the terms and conditions hereof.

CONTRACTOR and Surety covenant that all action required by law to be taken by them to authorize the execution and delivery of this bond have been previously taken, that the officers whose signatures appear below have been fully empowered to execute and deliver this instrument and that once executed and delivered, it shall represent the lawful and binding obligation of the parties.

IN WITNESS WHEREOF, this instrument is executed in _____(number) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20____.

CONTRACTOR: [name] _____

By: _____
[signature] [printed name]

ATTEST:
_____, Secretary
[signature]

SURETY: [name] _____
_____, [signature] Attorney-in-fact

[printed name] [address]

PAYMENT BOND
Town of Frankton

Instructions:

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by OWNER.

Date of Bond must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL MEN BY THESE PRESENTS: that

"CONTRACTOR":

_____ and

"Surety": [Name] _____
[Address] _____

_____ a corporation chartered and existing under the laws of the State of _____, and authorized to do business in the State of Indiana,

are held and firmly bound unto the Town of Frankton, Indiana hereinafter called OWNER, in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Oblige to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has entered into a certain Agreement with the OWNER, dated as of the _____ day of _____, 20 ____, by which CONTRACTOR has agreed to perform and furnish certain Work for or in furtherance of construction of public improvements described generally as

2026-01 CCMG Paving Project

The project shall include asphalt milling and overlay with one and a half inches of HMA surface on various streets and approaches throughout the Town of Frankton. This project will also include full depth HMA Patching or small areas of full depth reconstruction, as necessary and directed by Town of Frankton Personnel. As a part of the milling and overlaying taking place, concrete sidewalks, curb ramps, and PCCP approaches will be replaced within the limits of the project as necessary. In addition, thermoplastic pavement markings and signage will be placed and lawn restoration will occur, as necessary and directed. All work is specified in the Construction Schedule and Specifications for said project.

which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are such that if the CONTRACTOR shall promptly make payments of all amounts due to all Claimants, then this obligation shall be void; otherwise to remain in full force and effect. "Claimant" shall mean any Subcontractor, material supplier or other person, firm, or corporation furnishing materials or equipment for or performing labor or services in the prosecution of the Work provided for in such Agreement, including lubricants, oil, gasoline, coal and coke, repairs on machinery, and tools, whether consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

1. that no defect or irregularity in the contract or in the proceedings preliminary to the letting of the Agreement will operate to release or discharge Surety;
2. that no change, omission, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to any Work to be furnished thereunder, and no delay by the OWNER in enforcement of the Agreement or this bond shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to the Work;
3. that no final settlement between the OWNER and the CONTRACTOR shall abridge any right of the OWNER hereunder as to any claim that may remain unsatisfied; and
4. that this Payment Bond and Surety shall not be released until one (1) year after the OWNER's final settlement with the CONTRACTOR.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

CONTRACTOR: [name] _____

By: _____
[signature] [printed name]

ATTEST:

_____, Secretary
[signature]

SURETY: [name] _____

_____, Attorney-in-fact
[signature]

[printed name] [address]

PERFORMANCE BOND
Town of Frankton

Instructions:

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by OWNER.

Date of Bond must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL MEN BY THESE PRESENTS: that

"CONTRACTOR":

_____ and

"Surety": [Name] _____
[Address] _____

_____ a corporation chartered and existing under the laws of the State of _____, and authorized to do business in the State of Indiana,

are held and firmly bound unto the Town of Frankton, Indiana hereinafter called OWNER, in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Obligee to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has entered into a certain Agreement with the OWNER, dated as of the _____ day of _____, 20 ____, by which CONTRACTOR has agreed to perform and furnish certain Work for or in furtherance of construction of public improvements described generally as

2026-01 CCMG Paving Project

The project shall include asphalt milling and overlay with one and a half inches of HMA surface on various streets and approaches throughout the Town of Frankton. This project will also include full depth HMA Patching or small areas of full depth reconstruction, as necessary and directed by Town of Frankton Personnel. As a part of the milling and overlaying taking place, concrete sidewalks, curb ramps, and PCCP approaches will be replaced within the limits of the project as necessary. In addition, thermoplastic pavement markings and signage will be placed and lawn restoration will occur, as necessary and directed. All work is specified in the Construction Schedule and Specifications for said project.

which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are such that if the CONTRACTOR shall well, truly and faithfully perform his duties, all the undertakings, covenants, terms and conditions of said Agreement whether during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during any period of guaranty or warranty provided therein or arising thereunder, and if CONTRACTOR shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which he may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

1. that no defect or irregularity in the Contract or in the proceedings preliminary to the letting of the Contract will operate to release or discharge Surety;
2. that no change, omission, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to any Work to be furnished thereunder, and no delay by the OWNER in enforcement of the Agreement or this bond shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to the Work;
3. that no final settlement between the OWNER and the CONTRACTOR shall abridge any right of the OWNER hereunder as to any claim that may remain unsatisfied; and

that this Performance Bond and Surety shall not be released until one (1) year after the OWNER's final settlement with the CONTRACTOR.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

CONTRACTOR: [name] _____

By: _____
[signature] [printed name]

ATTEST:

_____, Secretary
[signature]

SURETY: [name] _____

_____, Attorney-in-fact
[signature]

[printed name] [address]

AGREEMENT
Town of Frankton, Indiana

THIS AGREEMENT is made and entered into by and between the Town of Frankton, Indiana, (“OWNER”) and _____ (“CONTRACTOR”), concerning the project (“Project”) described more particularly in Appendix A which is attached hereto and incorporated herein by reference.

RECITALS:

- A. OWNER has heretofore caused to be prepared certain plans, specifications and other documents (collectively, the “Contract Documents”) as hereinafter listed pertaining to the Project, and CONTRACTOR has filed a bid proposal (“Proposal”) to furnish labor, tools, material, equipment and/or services, and to perform the work (“Work”) called for in the Contract Documents pertaining to the Project, upon the terms and for the price(s) therein fully stated and set forth; and
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth therein.

OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1.0 Contract Documents

- 1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:
 - a. This Agreement, including any attachments hereto;
 - b. All Addenda issued prior to receipt of bid proposals, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Proposal;
 - c. The Specifications;
 - d. The Additional Requirements;
 - e. Notice to Bidders;
 - f. Instructions to Bidders;
 - g. Plans and Drawings;
 - h. CONTRACTOR’S Itemized Proposal and Declarations; and
 - i. All other documents defined as Contract Documents in any of the above listed documents.
- 1.2 In resolving conflicts, errors, discrepancies and disputes concerning the nature, character, scope and/or extent of Work to be performed or furnished by CONTRACTOR hereunder, or other rights and obligations of OWNER and/or CONTRACTOR, the provision of a Contract Document expressing the greater quantity, quality or scope of the Work, or imposing a greater obligation upon CONTRACTOR, or affording a greater right or remedy

to OWNER, shall govern, without regard to the party who drafted such provision; otherwise, the Documents shall be given precedence in the order as listed in paragraph 1.1 herein above.

2.0 Contract Price

- 2.1 CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all necessary labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to construct, complete, and make ready for use by OWNER at the Unit Prices as quoted in the Proposal for a total contract price not to exceed _____ Base Bid, subject to any additions or deletions based on actual approved quantities of the respective unit price items, which price CONTRACTOR agrees to accept as full payment for all such Work actually performed and accepted as described in the "Contract Items and Unit Prices specification" and other Contract Documents (the "Contract Price"). CONTRACTOR agrees that each unit price shall be deemed full and complete compensation for all direct and indirect costs for the each respective item of Work, including, without limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.
- 2.2 The above stated Contract Price will be paid to CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

3.0 Contract Time

- 3.1 It is hereby understood and mutually agreed, by and between CONTRACTOR and OWNER, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are essential conditions of this Agreement.
- 3.2 CONTRACTOR agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed to be provided by OWNER to CONTRACTOR and that the Work shall be performed regularly, diligently and without interruption at such a rate of progress as will insure "Substantial Completion" of the Project, including completion of performance testing and such remedial work as may be required by OWNER, by the dates specified in the Contract Documents.
- 3.3 CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions which may befall CONTRACTOR hereunder.

4. Effective Date

This Agreement shall be deemed effective as of the date and year on which the last of the parties hereto, or their representative, executes same.

5. Miscellaneous Provisions

5.1 OWNER's Property

Any and all documentation (other than original tracings and original calculations) generated by CONTRACTOR pursuant to this Agreement shall be considered OWNER's exclusive property and shall be disclosed only to OWNER and to no other person without OWNER's prior express written consent. CONTRACTOR shall keep confidential all working and deliberative material pursuant to IC 5-14-3-4.

5.2 Termination

Except as expressly stated to the contrary herein, this Agreement may be suspended and/or terminated by OWNER at any time upon thirty (30) days' prior written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive payment for any work completed to the satisfaction of OWNER prior to receipt of the notice.

5.3 Binding Effect

OWNER and CONTRACTOR and their respective officers, officials, partners, successors, executors, administrators, assigns and legal representatives are bound by this Agreement to the other party hereto and to the officers, officials, partners, successors, executors, administrators, assigns and legal representatives of such other party in all respects as to all covenants, agreements and obligations contained and/or incorporated herein.

5.4 No Third Party Beneficiaries

Nothing contained herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER or CONTRACTOR.

5.5 Relationship

The relationship of the parties hereto shall be as provided for in this Agreement, and CONTRACTOR, as well as its agents, employees, contractors, subcontractors, outside sources and other persons shall in no fashion be deemed to be an employee of OWNER. Furthermore, CONTRACTOR shall be solely responsible for payment to or for its agents, employees, contractors, subcontractors, outside sources and other persons all statutory, contractual and other compensation, benefits and obligations due thereto, and OWNER shall not be responsible for same. Rather, the Contract Price to be paid hereunder by OWNER to CONTRACTOR shall, subject to the terms and conditions hereof, be the full and maximum compensation and monies required of OWNER to be paid to CONTRACTOR pursuant to this Agreement.

5.6 Bonds and Insurance

CONTRACTOR shall purchase and maintain such commercial general liability and other insurance as is appropriate for the Work being performed and furnished and shall protect CONTRACTOR, OWNER, and ENGINEER, their employees, officers, or agents from (i) claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts, (ii) claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees, (iii) claims for damages because of bodily injury, sickness or disease, or death of any person other

than CONTRACTOR's employees, (iv) claims for damages insured by personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or by any other person for any other reason, (v) claims for damages, other than to the Work itself, because of physical injury to or destruction of tangible property wherever located, including loss of use resulting therefrom, (vi) claims arising out of operation of laws or regulations for damages because of bodily injury or death of any person or for damage to property, and (vii) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, which may arise out of or result from CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by a subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

The insurance required by this Section shall be written for not less than the limits of liability and coverages as provided herein or as required by law, whichever is greater. The Commercial General Liability Insurance shall include coverage of (i) Premises and operations, (ii) Contractual liability as applicable to any indemnification hold harmless agreements in the Contract, (iii) Products and Completed Operations, with completed operations coverage being maintained for a period of one (1) year after final payment and CONTRACTOR shall continue to provide evidence of such coverage to OWNER during the aforementioned period, (iv) Broadform Property Damage – including completed operations, (v) Fellow Employee claims under Personal Injury, and (vi) Independent contractors. Such insurance shall specifically include coverage for property damage from explosion, collapse, and underground operations. Coverage for explosion, collapse, and underground operations shall include blasting or explosion, collapse of structures or structural injury due to grading of land, excavation, filling, back filling, tunneling, pile driving, caisson work, moving, shoring, underpinning, raising of or demolition of any structure, or removal or rebuilding of any structural support of a building or structure. Such insurance shall further include coverage for damage to wires, conduits, pipes, mains, sewers, or other similar apparatus encountered below the surface of the ground when such damage is caused by any occurrence arising out of the performance of the work, performed by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either.

CONTRACTOR's insurance shall be written for not less than the following limits of liability:

1.	Workers Compensation & Disability	Statutory Limits
2.	Employer's Liability	
(i)	Bodily Injury by Accident	\$ 500,000 each accident
(ii)	Bodily Injury by Disease	\$ 500,000 policy limit
(iii)	Bodily Injury by Disease	\$ 500,000 each employee

3. Commercial General Liability (Occurrence Basis) Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products-Completed Operations.

NOTE: GENERAL AGGREGATE TO APPLY PER LOCATION/PROJECT

- | | | |
|-------|---|---|
| (i) | General Aggregate Limit
(other than Products/Completed Operations) | \$2,000,000 |
| (ii) | Products/Completed Operations | \$2,000,000 |
| (iii) | Personal & Advertising Injury
Limit: | \$1,000,000 |
| | Each Occurrence Limit: | \$1,000,000 |
| | Damage to Rental Premises: | \$ 150,000 |
| | Medical Expense Limit (any one person) | \$ 5,000 |
| 4. | Comprehensive Auto Liability
(single limit)
(owned, hired and non-owned)
Bodily Injury and Property Damage | \$1,000,000
each accident |
| 5. | Umbrella Excess Liability | \$5,000,000
each occurrence
and aggregate |
| | The Deductible on the Umbrella Liability
shall not be more than | \$ 10,000 |

CONTRACTOR shall be responsible for payment all deductible amounts.

Before commencing work, CONTRACTOR shall submit a "Certificate of Insurance" indicating the above necessary coverages as well as naming OWNER, its employees and representatives as "Additional Insureds" on all policies except Workers' Compensation to OWNER for review and approval. Such insurance shall be carried with financially responsible insurance companies authorized to do business in the State of Indiana, have a general policyholder's rating of A or better, in the latest edition of Alfred M. Best's Insurance Reports and be satisfactory in form and coverage to OWNER. Such coverages shall be kept in force until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing Defective work. CONTRACTOR's insurer(s) shall provide by Certified Mail OWNER and CONSTRUCTION INSPECTOR with sixty (60) days' prior written notice in the event of cancellation, non-renewal or material change in the policies. If required by OWNER, CONTRACTOR shall also provide copies of all underlying insurance policies for certificates required above.

The Commercial General Liability insurance required by this Section shall include contractual liability insurance applicable to CONTRACTOR's indemnity and hold harmless obligations under this Agreement.

5.7 Indemnification

CONTRACTOR shall indemnify and hold harmless OWNER, its officers, officials, employees, agents and legal representatives, from all losses, liabilities, claims, judgments and liens, including, but not limited to, all costs, expenses and attorney fees, arising out of any intentional or negligent act or omission of CONTRACTOR and/or any of its agents, employees, contractors, subcontractors, outside sources and/or other persons in the performance of this Agreement. The failure to do so shall constitute a material breach of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

5.8 Setoff

In addition to any right of setoff provided by law, all amounts due CONTRACTOR shall be considered net of indebtedness of CONTRACTOR to OWNER, and OWNER may deduct any amounts due or to be come due from CONTRACTOR to OWNER from any sums due or to become due from OWNER to CONTRACTOR hereunder.

5.9 Government Compliance

CONTRACTOR agrees to comply with all present and future federal, state and local laws, executive orders, rules, regulations, codes and ordinances which may be applicable to CONTRACTOR's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. CONTRACTOR agrees to indemnify and hold harmless OWNER from any loss, damage or liability resulting from any violation of such laws, orders, rules, regulations, codes and/or ordinances. This indemnification obligation shall survive the termination of this Agreement.

5.10 Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provision shall continue in full force and effect.

5.11 Notice.

Any notice, invoice, order or other correspondence required or permitted to be sent under or pursuant to this Agreement shall be in writing and either hand-delivered or sent by postage prepaid, U.S. Certified mail, return receipt requested, addressed to the parties at the following address:

OWNER:

Town of Frankton
204 East Sigler Street
Frankton, IN 46044
Attention: Town Council President
(with a copy to Clerk-Treasurer)

CONTRACTOR:

Notwithstanding the above, a Notice To Cease All Work issued under or pursuant to Paragraph 5.2 hereinabove may be orally given, as long as such notice is thereafter followed by written notice as provided in this Paragraph 5.11 within five (5) business days of the date of such oral notice.

5.12 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of law's provisions, as well as with all municipal ordinances and codes of the Town of Frankton. The parties further agree that, in the event a lawsuit is filed hereunder, they waive any rights to a jury trial they may have, agree to file any such lawsuit in an appropriate court in Madison County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

5.13 Waiver

Any delay or partial inaction on the part of OWNER in exercising or pursuing any right and/or remedy provided hereunder or by law shall not operate to waive any such rights or remedies.

5.14 Exhibits

All exhibits and/or appendices referenced herein, whether marked "Exhibit", "Appendix", or by some other title, shall be considered a part of this Agreement.

5.15 Prior Agreements

This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto.

5.16 Representation and Warranties

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that such party, in executing this Agreement, has the authority to bind such party or the party which it represents, as the case may be.

5.17 Headings

All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provisions hereof.

5.18 Advice of Counsel

The parties warrant that they have read this Agreement and understand it, are fully aware of their respective rights, have had the opportunity for the advice and assistance of an attorney throughout the negotiation of this Agreement, and enter into this Agreement freely, voluntarily and without any duress, undue influence, coercion or promise of benefit, except as expressly set forth herein.

5.19 Nondiscrimination

CONTRACTOR represents and warrants that it and all of its officers, employees, agents, contractors, and subcontractors shall comply with all laws of the United States, the State of Indiana, and the Town of Frankton prohibiting discrimination against any employee, applicant for employment or other person in the provision of any work

provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

5.20 Compliance with E-Verify Program

Pursuant to I.C. 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees of CONTRACTOR through the E-Verify Program ("Program"). CONTRACTOR is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. CONTRACTOR and its subcontractors shall not knowingly employ or contract with a person that CONTRACTOR or its subcontractor subsequently learns is an unauthorized alien. Pursuant to I.C. 22-5-1.7, a full executed affidavit affirming that CONTRACTOR does not knowingly employ an unauthorized alien and confirming CONTRACTOR's enrollment in the Program, unless the Program no longer exists, shall be filed with OWNER.

5.21 No Investment in Iran

Pursuant to I.C. 5-22-16.5, by signing this Agreement, CONTRACTOR certifies that it has not and is not engaged in investment activities in Iran.

5.22 Entire Agreement

This Agreement, together with any attachments hereto or referenced herein, constitutes the entire agreement between CONTRACTOR and OWNER with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 5.10 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto set their hand on the dates below written:

OWNER:
TOWN OF FRANKTON, INDIANA

CONTRACTOR:

BY: _____
Victoria Hart, Town Council

Date: _____

BY: _____
Larry Shively, Town Council

Date: _____

BY: _____
Russel Brashear, Town Council

Date: _____

ATTEST:

Tim Detrick, Clerk-Treasurer

Date: _____

APPENDIX A

PROJECT:

2026-01 CCMG Street Maintenance

WORK:

As described by the Project plans and Contract Documents including, but not limited to:

The project shall include asphalt milling and overlay with one and a half inches of HMA surface on various streets and approaches throughout the Town of Frankton. This project will also include full depth HMA Patching or small areas of full depth reconstruction, as necessary and directed by Town of Frankton Personnel. As a part of the milling and overlaying taking place, concrete sidewalks, curb ramps, and PCCP approaches will be replaced within the limits of the project as necessary. In addition, thermoplastic pavement markings and signage will be placed and lawn restoration will occur, as necessary and directed. All work is specified in the Construction Schedule and Specifications for said project.

OWNER:

Town of Frankton
204 East Sigler Street
Frankton, IN 46044

DESIGN BY:

CrossRoad Engineers, P.C.
115 N 17th Avenue
Beech Grove, IN 46107

OWNER'S REPRESENTATIVE:

Curtis Holcom, PE
CrossRoad Engineers, PC
115 N 17th Avenue
Beech Grove, IN 46107

TECHNICAL SPECIFICATIONS

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TS 25	PCCP FOR APPROACHES, 9 IN.....	7

TS 1 GOVERNING DOCUMENTS

The applicable sections of the following documents shall apply except as modified elsewhere herein:

- 1) Indiana Department of Transportation (INDOT) Standard Drawings and Standard Specifications – Latest Edition.
- 2) INDOT Supplemental Specifications
- 3) Town of Frankton - Standards for Construction of Required Improvements

Unless otherwise specified within the Contract Documents, whenever any specification, standard, reference material, manual or other similar document is incorporated by reference into any of the contract documents, it shall be deemed to be the latest edition of said item including any and all supplemental addendum, which was in effect on the date of the bid opening for this project.

TS 2 COMPLETION DATES AND LIQUIDATED DAMAGES

Earliest Date to Begin Work:	June 1, 2026
Final Completion:	September 1, 2026

The Final Completion Date is based on a Notice to Proceed by the OWNER given on or before June 1, 2026, for the construction of specified work. All pay item work must be complete by the Final Completion Date.

All contracts shall be calendar day contracts and shall include all days in the number of days provided for completion including weekend days and holidays, even if these days are identified as non-workdays within the contract documents.

Liquidated damages of \$1,000.00 per day shall be assessed for every day beyond the agreed upon Substantial Completion and Final Completion date, listed above, that the project does not meet the completion requirements.

TS 3 HOLIDAYS WHEN WORK IS NOT PERMITTED

The CONTRACTOR may not perform work on the following days unless requested and approved or permitted by the ENGINEER or OWNER:

- Sundays (unless otherwise approved by Town Manager)
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

TS 4 WORK SCHEDULE SUBMITTAL

The CONTRACTOR shall provide a critical path work schedule for the entire project with the Post-Bid documents. This schedule shall be submitted to and approved by the ENGINEER prior to the start of construction and shall be updated as necessary. No work will be allowed until this schedule is submitted and approved; however, the CONTRACTOR will not be granted any time extension due to this delay.

TS 5 CONSTRUCTION WORK HOURS

The CONTRACTOR shall perform all construction activities between the hours of 7:00 am and 7:00 pm unless receiving prior approval from the ENGINEER.

TS 6 COOPERATION WITH UTILITIES

It shall be the CONTRACTOR'S responsibility to have all utilities located and potholed before construction in the project limits. The CONTRACTOR shall coordinate with all utilities in the adjustment of these facilities and in order to avoid damage to any facilities. Damage to any of the existing public utility facilities during the project caused by the CONTRACTOR'S operations or equipment, shall be repaired by the CONTRACTOR at no expense to the Contract. This includes sewer, water, gas, electric, telephone, cable, etc. and includes facilities within proposed storm sewer trenches. However, if any utilities are exposed and ***must be*** relocated for construction to continue, this work shall be performed by the utility EXCEPT for those being improved as part of the project, or the CONTRACTOR shall be reimbursed at an agreed upon price to perform such work. If the

utility performs the work, the CONTRACTOR shall coordinate with the utility in order to expedite said work.

TS 7 LIMITATIONS OF OPERATIONS

When in the judgment of the OWNER, the CONTRACTOR has obstructed or closed a greater portion of the work than is necessary for proper construction or is carrying on operations to the prejudice of the work already started, the OWNER may require the CONTRACTOR to finish that portion of the work which is in progress before any additional portions are started. Work shall be conducted with minimum inconvenience to traffic.

Except as hereafter specified, no loads of material for any construction shall be dispatched from cars or plants so late in the day that it cannot be placed, finished and protected within the Specification limits and provisions in the daylight hours of that same day.

TS 8 EXISTING CONDITIONS

The CONTRACTOR shall verify the elevations and measurements of all points where new construction is to match existing conditions prior to the commencement of any construction activities. No direct payment shall be made for this work, but the cost thereof shall be included in the costs of the other items of the contract.

TS 9 PROTECTION OF EXISTING STRUCTURES, PIPE, AND YARD TILE

On this project there are existing storm drainage and sanitary sewer structures that are to remain in place. The CONTRACTOR shall take care that these structures are not damaged. If any of these structures are damaged, the CONTRACTOR shall be required to repair them at his own expense.

Yard tile encountered and affected by the scope of work specified within the Contract Documents shall be given a positive outlet. Any tile damaged by the CONTRACTOR's operations shall be replaced by the CONTRACTOR at his own expense.

Yard tile encountered and affected by the scope of work specified within the Contract Documents shall be given a positive outlet. The CONTRACTOR at his own expense shall replace any tile damaged by the CONTRACTOR'S operations.

TS 10 MAINTAINING TRAFFIC

Maintenance of traffic shall be the sole responsibility of the CONTRACTOR. Access and traffic to all residences, for all postal deliveries, all trash services, and all emergency traffic such as police, fire, medical, etc. within the project limits, shall be maintained at all times.

Unless otherwise directed, or permitted, the work specified shall be arranged and prosecuted in accordance with all applicable provisions of Sections 104.04, 107, 801 and as set out in INDOT Standard Specifications.

The names and telephone numbers of the CONTRACTOR'S superintendent and one other responsible employee shall be furnished at the pre-construction conference. These employees shall

be on call and available at nights, weekends, or during other non-working periods to repair or replace all traffic control devices, which may become damaged or inoperative.

In the event the CONTRACTOR desires not to perform traffic maintenance in accordance with the sequence of operations as called for within the Contract Documents, CONTRACTOR shall submit his alternate plan in writing to the ENGINEER and obtain acceptance at least 1 week prior to the commencement of any construction activities.

Open trenches, if permitted by the ENGINEER, shall be spanned per current OSHA requirements and with the concurrence of the ENGINEER.

Any trenching areas adjacent to a sidewalk shall be barricaded.

The CONTRACTOR shall be prepared to have all construction signs erected for the project as specified by the ENGINEER.

All temporary traffic control devices not listed separately or adjustments, labor, materials, etc., necessary for the maintenance of traffic as called for within the Contract Documents, or as permitted by the ENGINEER shall be included in the lump sum price for 'Maintenance of Traffic', as set out in the itemized proposal.

TS 11 STREET CLEANING

The CONTRACTOR shall provide effective dust control throughout the project. Loader-mounted pick-up, power sweepers, or other types of pull type models shall be used for street cleaning. Street cleaning shall also be performed prior to the pre-final meeting as directed by the ENGINEER.

Street cleaning will not be paid directly, but shall be included in the cost of various items of the contract regardless of the amount of times this operation is reasonably requested. Naturally occurring conditions, out of the control of the OWNER, that cause more dust control than normal shall not be a valid reason for request of payment for dust control.

TS 12 CONSTRUCTION NOISE

The CONTRACTOR shall be required to limit construction noise by maintaining his equipment in proper working order, thereby minimizing the effect of construction noise in the project area.

TS 13 EXCESS MATERIAL – DISPOSAL

All excess material (waste) shall be removed from the project site. Whether a private or public waste site is utilized, such disposal shall comply with all Federal, State and local ordinances and permit requirements. A copy of all permits obtained or applied for shall be submitted to the ENGINEER prior to the commencement of any construction activities.

TS 14 EASEMENT STATUS

The property and land necessary to construct the improvements as indicated on the plans shall be made available to the CONTRACTOR at the time of construction unless noted otherwise. If it is not available at the time of construction, the status of the parcel availability will be updated and distributed to the contractor.

TS 15 MATERIAL TESTING AND ACCEPTANCE

All aggregate, concrete, bricks and bituminous materials used for the project shall be produced from an approved INDOT source. The Contractor shall submit the names and addresses of the suppliers of these materials for the project to the Town at the pre-construction conference. Prior to delivery, the Contractor shall submit to the Town a copy of the certification for each material supplier.

The Contractor shall be responsible for compaction testing and concrete testing for the project per INDOT standards and specifications, and the results shall be provided to the ENGINEER. Asphalt materials shall be provided as shown on the plans; certifications and acceptance shall be in accordance with Section 402 of the INDOT Standard Specifications.

TS 16 SIGNAGE

Uniform traffic signage is required throughout the Town. All traffic signage in the Town shall conform to current Indiana Manual of Uniform Traffic Control Devices (I.M.U.T.C.D.), Indiana Supplements and INDOTSS 802.

TS 17 SUBGRADE TREATMENT

Subgrade Treatment shall be in accordance with Section 207 of the INDOT Standard Specifications. This work shall be performed at the direction of the ENGINEER. Should the ENGINEER elect to perform 12" of Subgrade Treatment where Subgrade Treatment Type II is proposed payment can be made utilizing pay item Subgrade Treatment, Type IC if the item exists for that road segment.

Pay item	Pay Unit Symbol
Subgrade Treatment, Type IC (undistributed).....	SYS
Subgrade Treatment, Type IC.....	SYS
Subgrade Treatment, Type II.....	SYS

TS 18 CASTING, ADJUST TO GRADE

All work shall be done in accordance with all applicable provisions of INDOT standard specifications section 720.

TS 19 UNDISTRIBUTED ITEMS

Quantities of undistributed items needed in addition to those shown on the itemized proposal and approved by the ENGINEER will be paid for at the contract unit price for the quantity used on the project. In addition, there shall be no adjustment in the contract unit price if quantities are less than those shown on the itemized proposal and the item can be deleted entirely without impact to the contract amount. All work involving undistributed items shall be performed only at the direction of the ENGINEER.

TS 20 CONCRETE ITEMS

In addition to the requirements of the Standard Specifications, the following shall apply:

Curb ramps shall comply with the latest version of the INDOT Standard Drawings or with the details given in the plans, except that detectable warning surface materials shall be cast iron, cast-in-place according to the manufacturer's recommendations and best industry practices.

Any miscellaneous reinforcement or welded wire mesh will not be paid for separately, but shall be included in the unit price cost of the concrete item. Joint material will not be paid for separately, but shall be included in the unit price cost of the concrete item. Expansion joints, in accordance with the INDOT standard detail, including joint sealant, shall be placed at the required spacing.

All removals, excavation, disposal, aggregate, backfill, grading, labor, equipment, materials, overhead, profit and all other costs associated with the item of work shall be included in the bid unit price, complete and accepted in place, unless paid for under another item shown on the Itemized Bid Form. Return curbs required for the construction of curb ramps shall be included in the cost of the ramp.

TS 21 CURB RAMP DETECTABLE WARNING SURFACES

The truncated domes on all curb ramps shall consist of steel plate detectable warning elements in accordance with 604.03(g). The Contractor shall utilize radial plates where ramps are placed in radii or as directed by the ENGINEER or Town.

TS 22 GRADING, SEEDING & RESTORATION

In addition to the requirements of the Standard Specifications, the following shall apply: This work shall include all necessary backfill, grading, seeding, mulching and restoration necessary. This work will not be measured individually but will be paid per each road segment as a Lump Sum basis.

Pay item	Pay Unit Symbol
Restoration.....	LS

TS 23 MISCELLANEOUS SITE RELATED ACTIVITIES

Contractor shall perform other miscellaneous related work to provide for a complete, in-place project in accordance with good industry standards and practice. This work will include but not be limited to: periodic site maintenance and cleanup, temporary placement and resetting of mailboxes (including new posts, if damaged or decayed), proper care related to adjacent private property, coordination with the Town and residents, as well as final cleanup and site restoration. This work will not be paid for directly and shall be included in the cost of the other bid items.

TS 24 HMA FULL DEPTH PATCHING, TYPE B

HMA Full Depth Patching, Type B, shall be performed as shown on the plans, or as directed by the ENGINEER. The ENGINEER will delineate locations of patching after the milling operation is complete and prior to any pavement placement. This work involves cutting and the removal of existing pavement and patching with hot mix asphalt material in accordance with INDOT Standard Specifications. Existing pavement shall be saw cut and removed to the depth of 6.5 inches below the milled surface. The pavement section for patching shall consist of 6.5" HMA Base Type B, on Subgrade Treatment Type IC (see spec 17). This work shall be performed at the direction of the ENGINEER. The ENGINEER will delineate locations of patching after the milling operation is complete and prior to HMA surface placement.

The cost of all materials, labor, equipment and any incidentals needed to complete this work shall be paid for with the item HMA Full Depth Patching, Type B. Excavation beyond the initial 6.5" shall be included in the Subgrade Treatment type applied to the patching area.

Pay item	Pay Unit Symbol
HMA Patching, Full Depth, Type B (undistributed).....	TON

TS 25 PCCP FOR APPROACHES, 9 IN

This work involves the saw cutting of existing drive approaches, if necessary and as directed by the ENGINEER. This work shall be performed at the direction of the ENGINEER.

The pavement section for replacing the drive approaches shall be PCCP for Approaches, 9 IN on Subgrade Treatment, Type II.

The resident shall be informed at least 48 hours in advance of drive approach removal and replacement. Once the drive approach is removed, the Contractor shall promptly complete storm sewer installation (if specified or directed by the ENGINEER) and replace the drive approach at the earliest time possible.

The cost of excavation and removal of the existing drive and subgrade, subgrade compaction, and all other incidentals will not be paid for separately but shall be paid for with the item PCCP for Approaches 9 IN, Subgrade Treatment, Type II. Subgrade Treatment Type II shall be measured per SYS and shall be under the pay item Subgrade Treatment Type II.

Pay item	Pay Unit Symbol
PCCP for Approaches, 9 IN.....	SYS

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the Town of Frankton must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of:

_____ (name of Company),
declare under penalties of perjury that:

_____ (name of Company)
does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 20____.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

CCMG 2026-01 Paving Program

NOTICE OF AWARD

To:

Project Description: The project shall include asphalt milling and overlay with one and a half inches of HMA surface on various streets and approaches throughout the Town of Frankton. This project will also include full depth HMA Patching or small areas of full depth reconstruction, as necessary and directed by Town of Frankton Personnel. As a part of the milling and overlaying taking place, concrete sidewalks, curb ramps, and PCCP approaches will be replaced within the limits of the project as necessary. In addition, thermoplastic pavement markings and signage will be placed and lawns restoration will occur, as necessary and directed. All work is specified in the Construction Schedule and Specifications for said project.

The Owner has considered the Proposal submitted by you for the above described Work in response to the Town's request and Instructions to Bidders.

It is the intent of the Owner to accept your proposal and enter into a contract for the items listed in the Proposal in the amount of \$ _____

You are required by the Instructions to Bidders to execute the Contract Agreement and furnish the required Performance, Maintenance and Payment Bond within seven (7) calendar days from the date of this Notice to you.

If you fail to execute said Contract Agreement and to furnish said Bonds within fifteen (15) calendar days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this ____ day of _____, 2026.

TOWN OF FRANKTON, INDIANA
OWNER

By: _____

Title: Vickie Hart, Town Council

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

this _____ day of _____, 2026.

By: _____

Title: _____

APPENDIX A

Public Works Bid Form 96



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

APPENDIX B

Town of Frankton Construction Standards

DIRECTORY PATH : R:\Active\Frankton\CCMG\CCMG-2026-01\Exhibits
FILE NAME : 2026-01 PAVING CLYDE STREET.dwg
DATE/USER : 3/9/2026 2:28 PM / C.Stewart



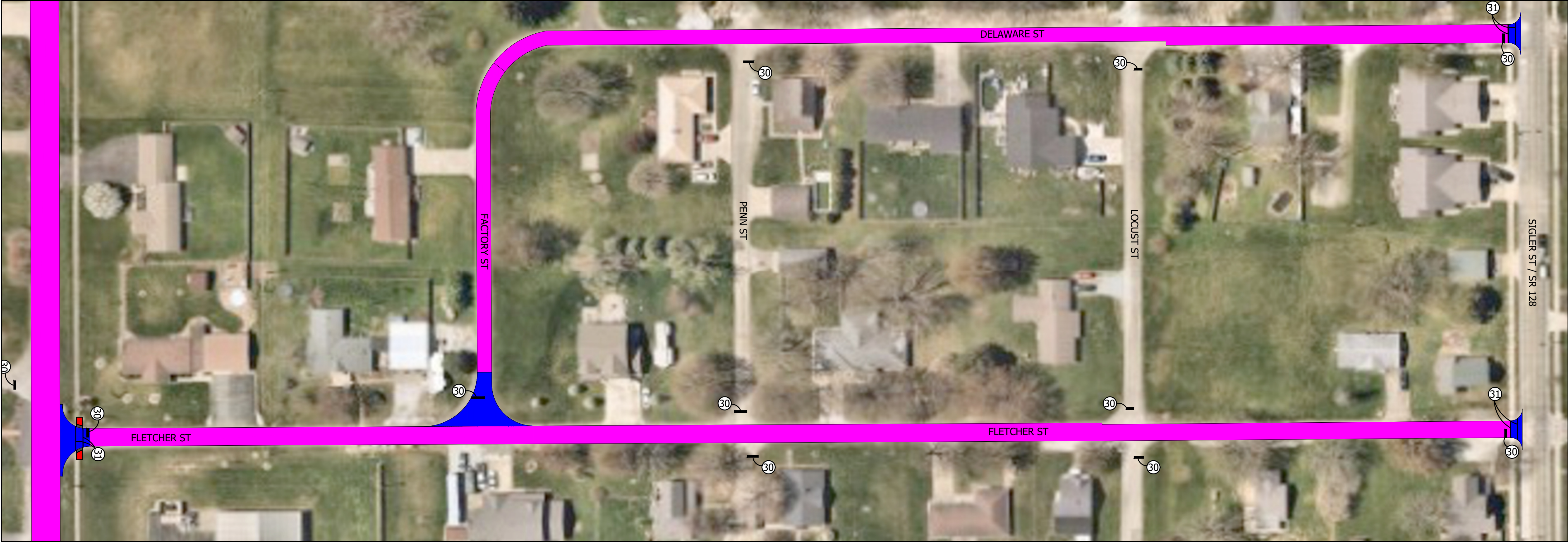
- PAVEMENT MARKING LEGEND**
- ③0 Transverse Marking, Thermoplastic, 24 Inch, Stop Bar
 - ③1 Transverse Marking, Thermoplastic Crosswalk Line, White, 6 Inches
 - ③2 Transverse Marking, Thermoplastic Parking Line, White, 4 Inches
 - ③3 Line, Thermoplastic, Solid, White, 4 Inches
 - ③4 Line, Thermoplastic, Solid, Yellow, 4 Inches

- LEGEND**
- 1 1/2" MILL AND OVERLAY
 - APPROACH, MILL AND OVERLAY
 - PCC FOR APPROACHES, 9IN ON, SUBGRADE TREATMENT TYPE II
 - HMA PATCHING, FULL DEPTH
 - SIDEWALK, CONCRETE
 - CURB RAMP, CONCRETE

TOWN OF FRANKTON

CCMG 2026-01 PAVING
CLYDE STREET

HORIZONTAL SCALE		BRIDGE FILE	
1" = 50'			
VERTICAL SCALE		DESIGNATION	
N/A		-	
		SHEETS	
		3	of 4
		CONTRACT	
		-	

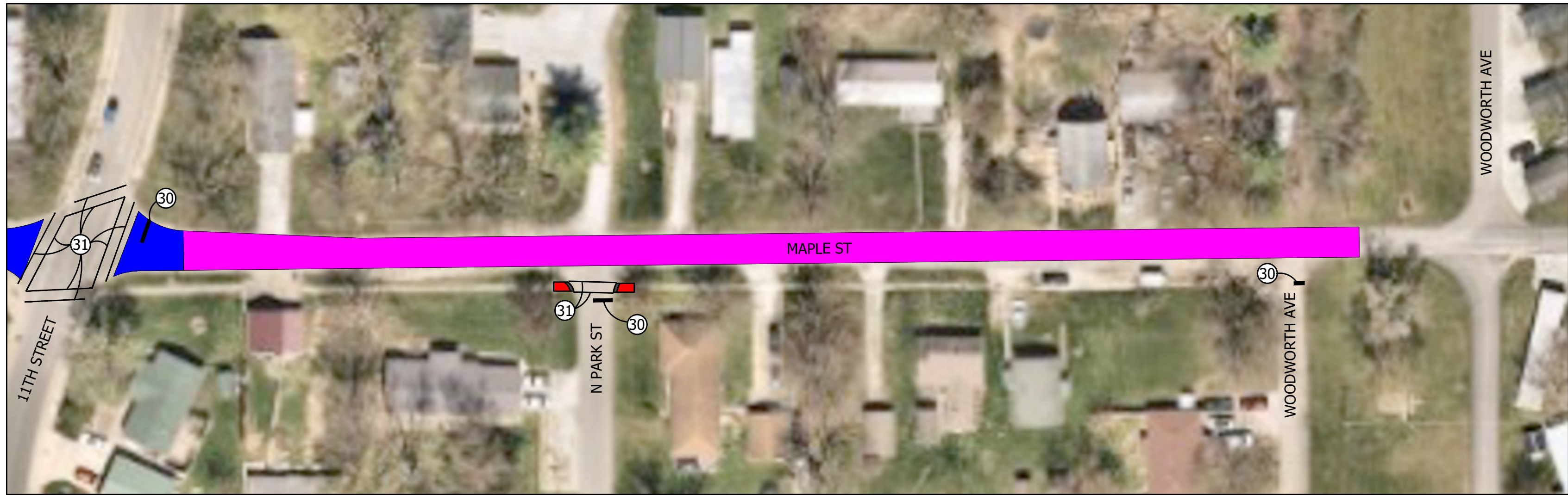
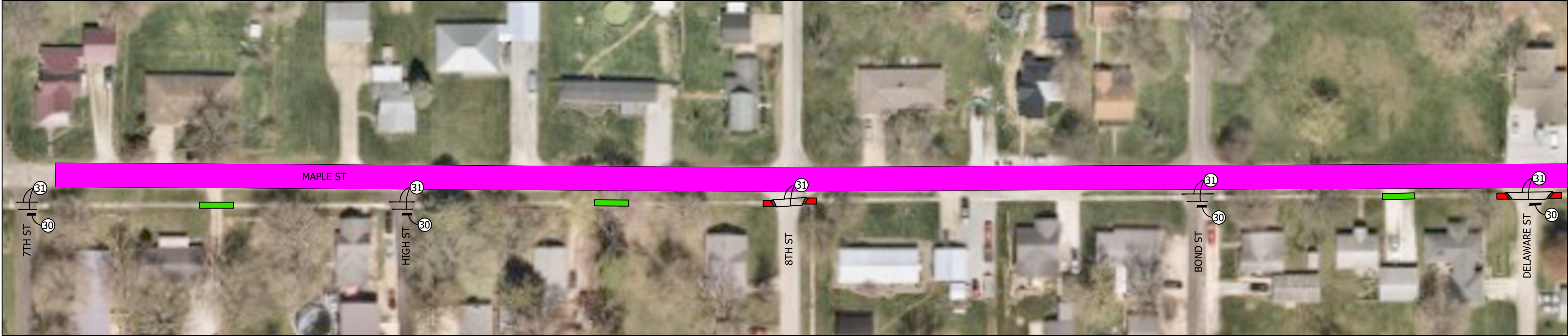


- PAVEMENT MARKING LEGEND**
- 30 Transverse Marking, Thermoplastic, 24 Inch, Stop Bar
 - 31 Transverse Marking, Thermoplastic Crosswalk Line, White, 6 Inches
 - 32 Transverse Marking, Thermoplastic Parking Line, White, 4 Inches
 - 33 Line, Thermoplastic, Solid, White, 4 Inches
 - 34 Line, Thermoplastic, Solid, Yellow, 4 Inches

- LEGEND**
- 1 1/2" MILL AND OVERLAY
 - APPROACH, MILL AND OVERLAY
 - PCC FOR APPROACHES, 9IN ON, SUBGRADE TREATMENT TYPE II
 - HMA PATCHING, FULL DEPTH
 - SIDEWALK, CONCRETE
 - CURB RAMP, CONCRETE

TOWN OF FRANKTON	HORIZONTAL SCALE	BRIDGE FILE
	1"=50'	
	VERTICAL SCALE	DESIGNATION
CCMG 2026-01 PAVING DELAWARE & FLETCHER STREET	N/A	-
	SHEETS	
	4	of 4
	CONTRACT	
	-	

DIRECTORY PATH : R:\Active\Frankton\CCMG\CCMG-2026-01\Exhibits
FILE NAME : CCMG-2026-01-PAVING MAPLE STREET.dwg
DATE/USER : 3/9/2026 2:28 PM / CShaw



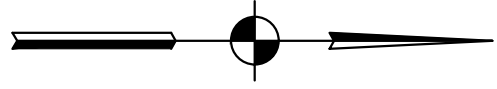
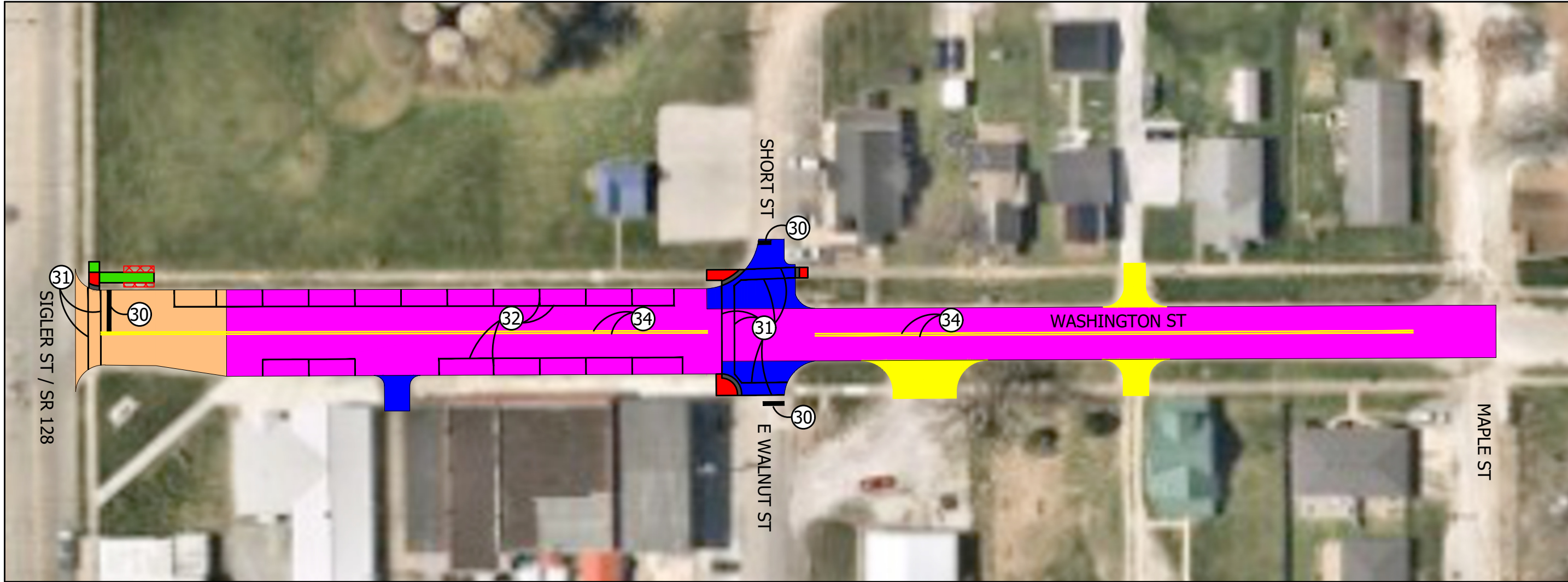
- PAVEMENT MARKING LEGEND**
- ③① Transverse Marking, Thermoplastic, 24 Inch, Stop Bar
 - ③① Transverse Marking, Thermoplastic Crosswalk Line, White, 6 Inches
 - ③② Transverse Marking, Thermoplastic Parking Line, White, 4 Inches
 - ③③ Line, Thermoplastic, Solid, White, 4 Inches
 - ③④ Line, Thermoplastic, Solid, Yellow, 4 Inches

- LEGEND**
- 1 ½" MILL AND OVERLAY
 - APPROACH, MILL AND OVERLAY
 - PCP FOR APPROACHES, 9IN ON, SUBGRADE TREATMENT TYPE II
 - HMA PATCHING, FULL DEPTH
 - SIDEWALK, CONCRETE
 - CURB RAMP, CONCRETE

TOWN OF FRANKTON

CCMG 2026-01 PAVING
MAPLE STREET

HORIZONTAL SCALE		BRIDGE FILE	
1"=50'			
VERTICAL SCALE		DESIGNATION	
N/A		-	
		SHEETS	
		1	of 4
		CONTRACT	
		-	



- PAVEMENT MARKING LEGEND**
- 30 Transverse Marking, Thermoplastic, 24 Inch, Stop Bar
 - 31 Transverse Marking, Thermoplastic Crosswalk Line, White, 6 Inches
 - 32 Transverse Marking, Thermoplastic Parking Line, White, 4 Inches
 - 33 Line, Thermoplastic, Solid, White, 4 Inches
 - 34 Line, Thermoplastic, Solid, Yellow, 4 Inches

- LEGEND**
- 1 1/2" MILL AND OVERLAY
 - APPROACH, MILL AND OVERLAY
 - PCC FOR APPROACHES, 9IN ON, SUBGRADE TREATMENT TYPE II
 - HMA PATCHING, FULL DEPTH
 - SIDEWALK, CONCRETE
 - CURB RAMP, CONCRETE

TOWN OF FRANKTON

CCMG 2026-01 PAVING
WASHINGTON STREET

HORIZONTAL SCALE	BRIDGE FILE		
1" = 50'			
VERTICAL SCALE	DESIGNATION		
N/A	-		
	SHEETS		
	2	of	4
	CONTRACT		
	-		