

“STANDARD” SPECIAL CONDITION INDEX

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“STANDARD” SPECIAL CONDITIONS

SC 1 Governing Documents

The following shall be an addition to the definition of “City Standards and Specifications” in paragraph 1.2 of the General Conditions:

All documents described in the definition “City’s Standards and Specifications” shall apply to these Contract Documents.

The following shall be a modification to the definition of “City Standards and Specifications” in paragraph 1.2 of the General Conditions:

2. The City of Indianapolis Stormwater Design and Construction Specifications Manual – 2001

4. Indianapolis Sanitary Sewer District Standards for the Design and Construction of Sanitary Sewers –**2006**

SC 2 INDOT Standard Specifications

The following shall be an addition to the definition of “City Standards and Specifications” in paragraph 1.2 of the General Conditions:

5. All applicable portions of the Indiana Department of Transportation Standard Specifications, 2006, Section 200 through 900, Standard Drawings, and Supplemental Specifications for Section 200 through 900 shall apply to these Contract Documents to the extent not in conflict with the terms thereof. Where the word “Standard Specifications” along with the reference consisting of a number or number and letter are used, they shall be construed as referring to the Indiana Department of Transportation Standard Specifications, 2006, Standard Drawings, and/or Supplemental Specifications for Section 200 through 900, as applicable.

The order of priority for resolving conflicts, errors, discrepancies, and disputes concerning said documents and the Contract Documents shall be as described in Section 1 of the Agreement.

SC 3 Notice To Proceed

The following shall be an addition to paragraph 2.5 of the General Conditions:

Unless otherwise provided, CONTRACTOR shall start active and continuous Work on the Contract within 15 calendar days after the date of the to Notice to Proceed. Work shall not begin prior to the date of the Notice to Proceed.

If a delayed starting date is indicated in the proposal, the 15-calendar day limitation will be waived. Workday charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. If the Contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this Contract during that period.

If the contract involves demolition Work, CONTRACTOR shall not enter the parcel or proceed with the demolition without written authority from OWNER or ENGINEER. CONTRACTOR will be compensated only for those dwellings and/or structures that are removed from the right-of-way. Time of commencing demolition Work and time of completion shall be in accordance with the Contract Documents.

SC 4 Prosecution of the Work

The following shall be an addition to paragraph 2.7.1 of the General Conditions:

For contracts greater than \$1 million, a bar graph type schedule which shows the estimated times required to prosecute the major or critical items of Work shall be furnished. This schedule shall incorporate all contract requirements regarding the order of performance of the Work and each activity that is scheduled for Work.

The bar graph schedule shall be submitted at the preconstruction conference in addition to the submittal of updated progress schedules at monthly meeting to follow.

OWNER and CONTRACTOR shall meet at least once each month to review actual and proposed schedules. CONTRACTOR shall submit the correspondence to ENGINEER after each monthly meeting addressing each item of Work that is behind schedule and as to what action will be taken to get the Work back on schedule.

SC 5 Work Schedule Notification

The following shall be an addition to paragraph 2.7 of the General Conditions:

2.7.4 CONTRACTOR shall provide OWNER and ENGINEER, by 1:30 p.m. of the preceding weekday workday, a list of all Work activities scheduled for the following day. The list shall be faxed to the OWNER at 327-2334, Attention Sheila Tapy. All Work scheduled for Saturday and/or Monday shall be faxed by 1:30 p.m. on the preceding Friday.

Failure of the CONTRACTOR to provide such notice shall entitle owner to hold the CONTRACTOR liable to pay all costs incurred by the OWNER if it is determined the CONTRACTOR failed to adhere to the SC #4. Examples of these costs could include ENGINEER inspection hours, project manager hours, testing to include coring and any other costs incurred to satisfy the OWNER.

SC 6 Street Resurfacing/Construction Schedule

The following shall be an addition to paragraph 2.7 of the General Conditions:

2.7.5 CONTRACTOR shall submit a construction schedule to ENGINEER prior to starting Work on any street and/or sewer segment. The schedule shall show the anticipated order of Work, start date, duration, and final completion date for each street segment and/or sewer segment. Failure of CONTRACTOR to provide such notice shall entitle OWNER to disallow payment for materials placed and Work performed that day.

SC 7 Existing Conditions

The following shall be an addition to paragraph 3.3 of the General Conditions.

Subject to the obligations contained elsewhere in the Contract Documents, after the issuance of the Notice to Proceed, 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.

Where new Work is to be fitted to old Work, CONTRACTOR shall check all dimensions and conditions in the field and report any errors or discrepancies to ENGINEER or assume responsibility for their correctness and the fit of new parts to old. If such parts do not fit properly, CONTRACTOR shall make at CONTRACTOR's expense such alterations to new parts as may be necessary to assure proper fit and connections that meet the approval of ENGINEER. 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.

SC 8 Holidays that Work is not permitted

The following shall be a modification to paragraph 6.3 of the General Conditions:

CONTRACTOR may not perform Work on the following days:

- 1) Sundays
- 2) New Year's Day
- 3) Memorial Day
- 4) Independence Day
- 5) Labor Day
- 6) Thanksgiving Day and the day after Thanksgiving
- 7) Christmas Day
- 8) Saturdays (Sanitary only)

Any request for a change in Work hours (other than 6:00 a.m. to 6:00 p.m.) must be submitted in writing to ENGINEER, forty-eight (48) hours in advance for approval.

CONTRACTOR shall not perform any portion of the Work that restricts traffic between the hours of 4:00 p.m. and 8:00 a.m. on any street on the Project

SC 9 Subletting of Contract

The following shall be added to paragraph 6.8 of the General Conditions:

CONTRACTOR will be permitted to sublet a portion of the Work, but shall perform with its own organization, Work amounting to not less than 25 percent of the original or revised contract amount, whichever is less. All items designated in the contract as specialty items may be performed by subcontract. The cost of such specialty items so performed by subcontracts may be deducted from the total cost before computing the amount of Work required to be performed by CONTRACTOR with its own organization. No subcontracts or transfer of contracts will release CONTRACTOR of liability under the contract and bonds. Approved Subcontractors shall not further subcontract their Work.

SC 10 Permits

The following shall be an addition to paragraph 6.13 of the General Conditions:

OWNER will be responsible for obtaining a Drainage Permit from the Department of Code Enforcement (DCE) and a Floral Permit from the DCE. CONTRACTOR shall be responsible for obtaining the Transportation Permit from the DMD.

CONTRACTOR shall obtain all other required permits. CONTRACTOR shall appropriately display permits in the manner required by the permitting agencies.

Specific mention of the above stated permits does not exclude any other permit(s) that may be required by Law and/or Regulation.

Should OWNER fail to acquire any permits specified herein prior to the Notice to Proceed date, and such failure affect activities on the controlling operation of CONTRACTOR's approved schedule, CONTRACTOR's sole remedy shall be for an extension of time, as provided in Article 11 of the General Conditions.

SC 11 Load Restrictions

The following shall be an addition to paragraph 6.18 of the General Conditions:

Legal load restrictions shall be complied with on public roads beyond the limits of the project. A special permit shall not relieve CONTRACTOR of liability for damage that may result from the moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction is not permitted. Nor shall loads or construction vehicles be permitted on new construction where damage or contamination may be caused from premature loading or tracking, unless otherwise approved by ENGINEER and/or OWNER. Special consideration shall be given to concrete pavement, concrete bases, and/or structures prior to loading and or utilizing due to required curing period(s). CONTRACTOR shall be responsible for all damage done by the CONTRACTOR, its employees, agents, or subcontractors.

This requirement shall serve as written notice that hauling or handling of materials on complete or partially completed structure, pavement structures, or paved shoulders in excess of legal weight limits is not permitted unless approved in advance of the operation. Approval shall be obtained from the authority having jurisdiction over the structures, pavement structures, or paved shoulders.

SC 12 Scope of Work

The following shall be an addition to paragraph 9.1 of the General Conditions:

OWNER reserves the right to increase or decrease the Scope of Work by adding and/or deleting curb, sidewalk and ramp removal and replacement to this contract outside of the original construction limits, within Pike and Washington townships.

SC 13 Changes In Contract Time

The following shall be an addition to paragraph 11.4 of the General Conditions.

An extended date of Substantial Completion, Intermediate, and Final Completion shall be allowed for each calendar day for delay in the issuance of the Notice to Proceed if the Notice to Proceed is not issued within 30 days of the bid award except if the delay is due to the failure of the Contractor to furnish requested forms or information.

SC 14 Quality Control Sampling and Testing

The following shall be an addition to paragraph 12.3 of the General Conditions:

Quality control sampling and testing shall be the sole responsibility of CONTRACTOR and will not be paid for directly, but the cost thereof shall be included in the cost of other items of the Contract.

CONTRACTOR shall perform testing as outlined in the City's Standards and Specifications. Alterations to the Standards and Specifications will not be allowed without recommendation of the ENGINEER and written approval of the City.

CONTRACTOR shall provide copies of each sampling and testing report to ENGINEER as soon as said sampling and testing reports are available. Failure to provide these reports in a timely manner shall permit ENGINEER to withhold progress estimates until such time as ENGINEER receives the reports.

SC 15 Post Completion Correction Period

The following shall replace paragraph 12.7 of the General Conditions:

Except as otherwise required by the Contract documents or provided by any special warranties furnished thereunder, CONTRACTOR shall promptly and properly repair, replace, restore, or rebuild, as OWNER determines, any finished Work in which defects of materials or workmanship may appear or damage may occur because such defects for a period of three (3) calendar years commencing on the Date of Substantial Completion.

SC 16 Equal Employment Opportunity (EEO), Weekly Payroll or Other Required Reports

The following shall be an addition to paragraph 13.7 of the General Conditions:

Weekly certified payrolls and specified EEO forms shall be submitted to ENGINEER prior to the processing of the progress estimates. Contractor and required subcontractors shall submit subcontractor utilization payment reports with each monthly application for payment using the Subcontractor/Supplier Payment Report, form SSPR-1 (see Additional Requirements Section). Should the specified forms and/or reports not be provided, ENGINEER may withhold progress payments until such time as the specified materials are submitted.

SC 17**Partial Acceptance**

The following shall be an addition to paragraph 13.13 of the General Conditions:

CONTRACTOR may request a final inspection and partial acceptance if:

1. A portion of the contract designated therein as a project is completed; or
2. A portion of the contract physically and functionally separate from other work areas is completed.

If the inspection shows the completed portion to be satisfactory and in accordance with the contract, that portion of the project may be accepted and the CONTRACTOR may be relieved of further responsibility. Such partial acceptance shall in no way void or alter any of the terms of the contract.

SC 18**Steel or Foundry Products**

The following shall replace paragraph 16.12 of the General Conditions:

In accordance with Indiana Code 5-16-8, if steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Reference is hereby made to such statute for definitions applicable to this Section. OWNER may not authorize or make any payment to CONTRACTOR unless OWNER is satisfied that CONTRACTOR has fully complied with this provision.

SC 19**Non-Discrimination**

The following shall replace paragraph 16.13.1 of the General Conditions:

CONTRACTOR and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

Paragraph 16.13.4 of the General Conditions shall be deleted and replaced by the following:

16.13.4.1 CONTRACTOR shall advise OWNER, not less frequently than every three (3) months, of the status of his compliance with the applicable MBE, WBE and VBE requirements and goal achievement. At a minimum, the latter shall identify the completion date and actual final dollar value of Work completed pursuant to each MBE, WBE and VBE subcontract. Any and all changes in previously reported anticipated MBE, WBE and VBE utilization shall be reported to OWNER promptly, in writing, with appropriate documentation and reasons. If OWNER determines that CONTRACTOR has failed to comply with the terms of the Mayor's Executive Order #1, 1987; President's Executive Order #11246; Code of Indianapolis and Marion County, Chapter 581, I.C. 5-16-7, Contract Documents, or has been

16.13.4.2 adjudged in violation of any applicable State or Federal law, OWNER shall serve written notice of such non-compliance on CONTRACTOR. CONTRACTOR shall be responsible for notifying any subcontractor or supplier who is not in compliance.

Upon request by OWNER, CONTRACTOR shall meet with OWNER within five (5) working days of the written notice in order to determine a method of correcting the deficiencies and the time period within which such remedy shall be affected. If the remedy is not agreed upon within five (5) working days of the required notice, OWNER shall prescribe the remedy by which deficiencies shall be corrected and notify CONTRACTOR in writing of such determination. If CONTRACTOR does not correct the deficiencies in the manner prescribed by OWNER within thirty (30) calendar days, OWNER may impose one of more of the following sanctions:

- a. Cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, including but not limited to withholding any progress payment or any other monies payable or due under the contract, for failure of CONTRACTOR or its subcontractor to comply with the provisions of this paragraph 16.13.
- b. Reserve the right to review further contracts, or extensions or other modifications of existing contracts, with CONTRACTOR to ascertain whether or not CONTRACTOR has satisfied the standards and procedures as established by OWNER, and that CONTRACTOR has established and will implement personnel and employment policies that comply with the provisions of this paragraph 16.13.
- c. Deem Contractor to be a non-responsible bidder in the award of City contracts for which bids are required or solicited, until such a time CONTRACTOR can demonstrate the ability to become compliant pursuant to the paragraph 16.13.

SC 20 General Conditions That Do Not Apply

The following sections shall be deleted from the General Conditions:

Paragraph 16.15, 16.16, and 16.17.

SC 21 Debarment and Suspension

The following shall be an addition to the General Conditions to be included as General Condition 16.22

(1) CONTRACTOR certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for

purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONTRACTOR.

(2) CONTRACTOR shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

(3) CONTRACTOR shall provide immediate written notice to City if, at any time after entering into this Agreement, CONTRACTOR learns that its certification was erroneous when submitted, or CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

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