

CONTRACTORS AND VENDORS ANNUAL AGREEMENT



HENDRICKS COUNTY DRAINAGE BOARD

Bob Gentry, President
Dennis W. Dawes, Vice President
Brad Whicker, Member
Jack P. Maloney, Member
Michael Hession, Member

HENDRICKS COUNTY SURVEYOR

David L. Gaston P.S.

Prepared For
Hendricks County Drainage Board and Surveyor's Office
355 South Washington Street Suite 170
Danville, IN 46122
317-745-9237

Chief Deputy Tiffany Dalton – Office Phone 317-718-6039, Email tdalton@co.hendricks.in.us
Inspector Dirk Leonard – Office Phone 317-718-6104, Email dleonard@co.hendricks.in.us
Inspector Blake Stephenson - Office Phone 317-718-6101, Email bstephenson@co.hendricks.in.us

TABLE OF CONTENTS

GENERAL PROVISIONS	
I. SUBMITTAL OF QUOTES	
II. LETTING AND AWARDING OF CONTRACT	
III. CONTRACT TIME AND EXTENSIONS	
IV. EXECUTION OF PROJECT WORK	
V. PAYMENTS, TITLE, AND GUARANTEE	
HAZARDOUS MATERIALS STATEMENT	
AGREEMENT	

I. SUBMITTAL OF Quotes

A. Examination of the Scope of Work, Plans, Specifications, and Site of Work

The Contractor is expected to examine carefully the site of the work and the Scope of Work, Plans, Specifications, and General and Special Provisions pertaining to the work contemplated. The submission of a Quote shall be considered prima facie evidence that he/she has satisfied himself as to the conditions to be encountered; the character, quality, and quantities of work to be performed and materials to be furnished; and the requirements of these Specifications and the Contract.

It is the intent of the Plans and Specifications to be explanatory of each other; however, should there be discrepancies between them; the Hendricks County Surveyor "Surveyor"/Engineer's interpretation of the true intent shall be final and binding upon the Contractor.

If any errors or omissions appear on the Plans or in the Specifications, the Contractor shall promptly notify the Surveyor / Engineer and, in the event the Contractor fails to give such notice, the Contractor shall be held responsible for the results of such errors.

B. Estimated Quantities

The estimated quantities shown on the Scope of Work are the inspector's estimates of the quantities required to complete the work shown on the Plans, required by the Specifications, or both. Said quantities are intended to be true and correct but are not guaranteed. If there is a difference between the quantities shown on the Scope of Work and the quantities actually required to complete the work as shown on the Plans, required by the Specifications, or both, the Plans and Specifications shall govern. If there are errors in the Plans or if the Plans are changed by the direction of the Hendricks County Drainage Board "Board", the Contract will be altered by change order to cover the necessary additions or deductions computed at the unit price originally submitted.

C. Contract Documents

Contractors will be furnished Contract Documents by the Board and/or Surveyor, which will state the location and description of the scope of work contemplated; the approximate quantities of the work to be performed and materials to be furnished; the amount of the quote guarantee; and the date, time, and place of filing and opening of quotes. The Scope of Work will also include any special and supplemental provisions or requirements, which vary from or are not contained in the Standard Specifications or on the Plans.

All forms required are bound with the specifications and are to be completed by each contractor and returned with the specifications. A duplicate set of the Scope of Work may be secured from the Surveyor's Office for the Contractors file.

D. Financial Statement (*if required*)

Form 96, as prescribed by the Indiana State Board of Accounts, fully executed by the bidder, shall be a part of each quote.

E. Agreement

Each contractor shall execute the formal agreement filed herewith, which execution shall be regarded as the signing of the agreement for the year stated and full force and effect from the date of the signature of the Hendricks County Surveyor or his designee. No work may be subcontracted without prior written approval from the Surveyor or Chief Deputy.

F. Non-Collusion Affidavit

The Affidavit of Non-Collusion must be made by the person, member of the firm, or authorized officer of the corporation making the quote/agreement; and, if made by a member of a firm or officer of a corporation, the Affidavit must be made on behalf of said firm or corporation.

G. Bid Bond (*if required*)

Once a quote/contractor has been chosen by the Drainage Board for a project and a Bond is required for that project, the contractor shall present a certified check, a cashier's check, or a satisfactory bond in an amount of not less than ten percent (10%) of the quote amount. In no case shall any check or bond be less than the sum of one hundred dollars (\$100). Each certified check shall be certified by a reputable bank doing business in the State of Indiana. Checks shall be made payable to the Hendricks County Drainage Board.

H. Wage Rates

The wage rates paid by the Contractor shall be not less than those established as required in Indiana Code 5-16-7.

I. Discrimination in Employment

The Contractor shall agree for himself to adhere to the terms and provisions of the Indiana Fair Employment Practices Act.

J. Signatures

Each quote must be signed in ink by the person, member of firm, or authorized officer of the corporation making the quote. The title or position of the person signing said quote must be shown under said person's name.

K. Corrections

Erasures or other changes in the quote must be explained or noted over the signature of the contractor.

L. Prices

Prices must always be detailed and stated in figures and shall be stated in words where requested. All prices must be so distinctly expressed that there can be no doubt as to the meaning thereof. Illegible figures shall be just cause for rejection of any quote.

M. Delivery of Quote

The Quote shall be submitted in an envelope which shall be sealed and plainly marked with a statement identifying the project to which the quote applies and with the name and address of the contractor on the outside of the envelope. If not delivered personally, the sealed quote, marked as indicated above, shall be enclosed in an additional envelope addressed to the Surveyor's Office of Hendricks County and forwarded, preferably by registered mail. All quotes must be received by the Board prior to the time and at the place specified in the Notice to Contractors.

N. Itemized Items

The itemized items shown on the Scope of Work are intended to represent a completed project as shown on the Plans (if applicable). In the event an item is not specifically noted on the Scope of Work but required to complete the project as shown on the plans, the cost thereof shall be included in other items of the contract as shown on the Scope of Work.

II. LETTING AND AWARDING OF CONTRACT.

Note: The determination whether to use informal Quotes, Sealed Quotes or Bid process as referenced in the Contractor/Vendor/Supplier Handbook will be determined by the Hendricks County Surveyor's or their designee's estimate for the cost of the project.

A. Opening of Quotes

Quotes will be opened publicly and read aloud at the Hendricks County Drainage Board meeting at a time and place specified in the Notice to Contractors. Contractors, or their authorized agents, are invited to be present. Quotes received after the time specified in the Notice to Contractors will be returned to the contractor unopened.

B. Withdrawal of Quotes

Contractors may be given permission to withdraw any quote after it has been deposited with the Board and before being opened provided the contractor makes his request in writing. At the time of opening of quotes, when such quote is reached it will be returned to the contractor unopened.

No quote may be withdrawn, altered, or qualified after the scheduled time for opening and all quotes shall remain in effect for ninety (90) days unless set out otherwise in the advertised Notice to contractors.

C. Irregular quotes

Quotes will be considered irregular and may be rejected for the following reasons:

1. If the quote is on a form other than that furnished by the Contractor or if the form is altered or

any part thereof is detached.

2. If there are unauthorized additions, conditional or alternative quotes or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the contractor adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award.
4. If the quote does not contain a unit price or lump sum as listed for each item.
5. If the quote contains obviously unbalanced prices.

The Board may accept quotes to which irrelevant matter has been added or omitted upon the basis of unit prices submitted for the quantities listed on the form.

D. Disqualification of a quote

Only one (1) quote will be considered from any contractor on the same project either under the same or different names (unless requested by the Drainage Board).

Substantial evidence of one (1) or more of the following may be considered sufficient for the disqualification of a Contractor and the rejection of any or all of their Quotes. The following items are listed as examples only. The Board reserves the right to reject any and all quotes at its discretion.

E. Award and Execution of Contract

Award of the project or rejection of all quotes will be made within a period not to exceed sixty (60) days after opening of bids.

No quote shall be binding upon the Board until the agreement has been properly executed by the Contractor and approved by the Board.

F. Performance Bond *(if required)*

Approved Performance Bond guaranteeing faithful and proper performance of the work and executed by an acceptable surety company will be required of the Contractor at the time that the Contract is awarded. The Bond is to be for one hundred percent (100%) of the Contract price and to be in full force and effect until the date of the final payment and acceptance of the work.

G. Payment Bond *(if required)*

The successful contractor shall execute a payment bond to the Board at the time the Contract is awarded that is approved by the Board in an amount equal to one hundred percent (100%) of the Contract price. The payment bond is binding on the Contractor, any Subcontractors, and their successors and assigns for the payment of all indebtedness to a person for labor and service performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those

performing services. The surety of the payment bond may not be released until one (1) year after final payment and acceptance of the work.

H. Maintenance Bond *(if required)*

Upon completion of the required improvements, but prior to final payment and acceptance of the work, the Contractor shall provide a maintenance bond in an amount equal to twenty percent (20%) of the Contract price. The bond shall provide that the Contractor will, at his own expense, make all repairs to said improvements, which may become necessary by reason of improper workmanship or materials; but not including any damage to said improvements resulting from forces or circumstances beyond the control of said Contractor. This bond does not apply to regular maintenance of the improvements. The surety of the maintenance bond may not be released until one (1) year after the Board's final payment and acceptance of the work.

I. Insurance

The Contractor shall not commence any work until they obtain, at their own expense, all required insurance and proof of such insurance has been filed with the Board. Such insurance must have the approval of the Board as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on the project until the same insurance requirements have been complied with by such Subcontractor and proof is filed with the Board, given that the Hendricks County Surveyor has signed off on approval of using a subcontractor.

NOTE: "HENDRICKS COUNTY MUST BE LISTED AS ADDITIONAL INSURED ON ALL INSURANCE CERTIFICATES AS PROVIDED BY ISO FORMS CG 20 10 04 13 AND CG 20 37 04 13 THE INSURANCE POLICY TO WHICH THIS ADDITIONAL INSURED ENDORSEMENT IS ADDED SHALL APPLY ON A PRIMARY BASIS, AND THE ADDITIONAL INSURED'S OWN INSURANCE POLICIES, IF ANY SHALL BE NON CONTRIBUTORY."

Types: The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation Insurance, Comprehensive General Liability Insurance, Auto Comprehensive Liability and Builders' Risk "All Risk" Insurance as detailed in **Appendix A.**

BUILDERS' RISK "ALL-RISK" INSURANCE: The Contractor shall at the Board's Discretion submit written evidence that he has, for the period of the Contract, obtained Builder's Risk "All-Risk" Completed Value Insurance coverage (including Flood and/or Earthquake) upon the entire project, which is the subject of this contract and including completed work and work in progress. Such insurance shall include, as additional named insured: the County; the Engineer and his consultants; each of their officers, agents, and employees; and any other persons with an insurable interest designated by the County as additional named insured. Such insurance may have a deductible clause, but the amount of the deductible shall not exceed \$5,000.00.

Evidence: As evidence of specified insurance coverage, the Board may accept certificates issued by the insurance carrier showing such policies in force for the specified period in lieu of actual policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage within ten (10) days notice in writing to be delivered by registered mail or fax to the Board. Should any policy be canceled before final payment by the County to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Board reserves the right to procure such insurance and to deduct the cost thereof

from any sum due the Contractor under this Contract.

Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guarantee period. Should such insurance be canceled before the end of the guarantee period and the Contractor fails immediately to procure other insurance as specified, the Board reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

Indemnification: To the fullest extent permitted by law, the Contractor agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of it, resulting from or in any manner connected with, the execution of the work provided for in this Contract/Agreement, or occurring or resulting from the use by the Contractor, to the fullest extent permitted by law, agrees to defend, indemnify, and save harmless the County, its agents and employees from all such claims, damage's, losses, and expenses, including but not limited to reasonable attorneys' fees the Board incurs to defend such claims, along with legal fees and disbursements paid or incurred to enforce the provisions of this paragraph, arising out of or resulting from performance of the work of this Contractor, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death , or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omission of the Contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Contractor further agrees to obtain, maintain, and pay for such general liability insurance coverage and endorsements as will insure the provisions of this paragraph.

J. Notice to Proceed

The Contractor will receive a written Notice to Proceed within fifteen (15) days after the award and execution of the Contract. Execution of the Contract includes receipt of required bonds and proofs of insurance. The successful contractor must provide all required documents within ten (10) days from the time he has been notified of their quotes' acceptance. (See Section II - G. Bid Bond.)

IV. CONTRACT TIME AND EXTENSIONS

A. Contract Time

The project must be completed and ready for occupancy by the Board within the number of calendar days as set out in the quote.

B. Beginning of Contract Time

Contract time shall consist of the number of calendar days stated in the quote including all Sundays, holidays, and non-work days counting from the date of the Notice to Proceed. All calendar days elapsing between the effective dates of any orders to suspend work and to resume work for suspensions not the fault of the Contractor shall be excluded.

C. Failure to Complete Work on Time

For each calendar day that any work shall remain incomplete after the date specified for time of completion or a revised date of completion, the Contractor shall be liable to the Board for costs incurred. Such costs shall be assessed as liquidated damages; not as a penalty, but as damages sustained in accordance with the schedule of deductions for each day of overrun in Contract time as follows.

Schedule of Liquidated Damages for Each Day of Overrun in Contract Time

Original Contract From <u>more than</u>	Amount To and <u>including</u>	Daily Charge <u>Calendar Day</u>
\$ 0	\$ 100,000	\$ 200.00
\$ 100,000	\$ 500,000	\$ 300.00
\$ 500,000	\$ 2,000,000	\$ 400.00
\$ 2,000,000	\$ 7,000,000	\$ 500.00
\$ 7,000,000	-----	\$ 700.00

D. Delays

If the Contractor is delayed in the completion of the work by any act or neglect of the Board or Board's representative, by any other Contractor employed by the Board, or by strikes, lock-outs, or fire, the time of completion may be extended for a reasonable time, such reasonable time as the Board may decide. The Contractor shall, within five (5) days from the beginning of any such delay, notify the Board in writing of the cause of such delay.

E. Extension of Contract Time

Determination and extension of time for completion of this Contract shall be at the discretion of the Board except that extension of Contract time for completion will not be allowed on account of delay of work caused by "unsuitable weather" and no extension of time for any reason will be allowed unless the Contractor makes written application for "Extension of Contract Time of Completion" prior to the date of completion specified in the Contract. Such request shall contain in detail the reasons for which an extension is requested and the date to which the extension is requested.

V. EXECUTION OF PROJECT WORK

A. Permits and Licenses

The Contractor shall procure and pay for all necessary permits and licenses and shall observe and abide by all the applicable laws, regulations, ordinances, and other rules of the city, county, state, or other political subdivision where the work is to be performed (or any other duly constituted public authority) and further agrees to hold harmless the County from liability or penalty which might be imposed by reason of an asserted violation of such laws, regulations, ordinances, or other rules.

B. Patents

The Contractor shall defend all suits or claims and shall hold and save the Board and Surveyor harmless of liability of any nature or kind including costs and expenses for or on account of any patented or un-patented invention, article, or appliance manufactured or used in the performance of their Contract including its use by the Board.

C. Protection of Property

The Contractor shall at all times during the progress of the work properly protect the property of the Board and any adjacent property from damage as a result of the execution of the Contract and shall be held responsible for any such damage.

D. Taxes

The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations applicable to Hendricks County, Indiana. Owner is required by statute to withhold certain taxes, including Indiana State Gross Income tax, from all payments made to non-resident contractors who are corporations and to remit such tax quarterly to the Indiana Department of Revenue. A foreign corporation, which is registered with the Indiana Secretary of State to do business in Indiana, shall be exempt from this withholding requirement. Exemption certificates for the Indiana Gross Retail tax (sales tax) for property that becomes property of owner and all Federal Excise tax can be furnished by owner and therefore such taxes shall not be included in the contract price. Contractor may request exemption certificate forms directly from owner.

E. Inspections

The Board shall schedule a pre-construction conference. The Contractor's superintendent in charge of the project must be present. The Contractor shall notify any other person whom he wishes to attend. The Contractor shall be prepared to ask and answer questions concerning the Plans, scheduling, utility relocation, right-of-way, clearing, stake-out, and materials. The Contractor shall keep the Board or their authorized representative(s) informed of the work he is performing. The Board or their authorized representative(s) shall be notified prior to beginning work, placing concrete in forms; placing special backfill material and embankment earth; road paving material, rip-rap; fine grading; and seeding. Concrete placement, paving and seeding shall not be done until at least Seventy Two (72) hours after notification to the Board or their authorized representative(s).

The Contractor shall request a final inspection and a completion checklist before the request for a final payment.

Notification of the final inspection must be received by the County Surveyor's Office between the hours of 8:30 a.m.-12:00 p.m. and 1:00 p.m.-3:30 p.m., Seventy Two (72) hours before their presence is required. Response to notice will be as rapid as possible, but subject to prior commitments. A Notice of Inspection is not an approval by the Board or their authorized representative(s). Authorization to proceed occurs only when the Board or their authorized representative(s) makes

a favorable response to the Notice.

The drain shall not be opened without first notifying the County Surveyor's Office and obtaining their approval.

The Board or their authorized representative(s) shall at all times have access to the work. They shall have the right to reject any of the materials and/or workmanship, which is defective and requires correction.

F. Superintendence

The Contractor shall give their personal supervision to the work or have a competent superintendent, satisfactory to the Board or their authorized representative(s) and with the authority to act for their on-site at all times. The Contractor shall follow all the guidelines of the Hendricks County Stormwater Management Handbook at all times.

The Board will supply the Contractor with copies of Plans and Specifications and the Contractor will have available onsite at all times during the prosecution of the work one (1) copy of said Plans and Specifications. The Contractor shall give the work their careful attention to facilitate the progress thereof and shall cooperate with the Board in every way possible.

G. Shop Drawings

Where called for in the Specifications, the Contractor shall submit at least three (3) copies to the Board or their authorized representative(s) for approval of the following: shop drawings; details; specifications; cuts; and drawings of such equipment and structural work as may be required. The Contractor shall make any changes or alterations required by the Board or their authorized representative(s) and resubmit same without delay. The approval of the Board or their authorized representative(s) shall not relieve the Contractor of responsibility for errors in the drawing as the Board's or their authorized representative(s) checking is intended to cover compliance with the Plans and Specifications and not to enter into every detail of the shop work. No work shall be undertaken until the Board or their authorized representative(s) has approved the supplied information.

H. Materials and Workmanship

All workmanship, materials, equipment, and other articles incorporated into the work shall be of the best grade of their respective kind for their particular purpose. Where, in these Specifications, one (1) or more materials, names, or articles of certain manufacturers are mentioned, it is done with the express purpose of establishing a basis of durability and efficiency and not for the purpose of eliminating competition. Other names of materials can be used if, in the opinion of the Board or their authorized representative(s), they are equal in durability and efficiency to those mentioned and of a design in harmony with the work as outlined and if the Board or their authorized representative(s) give written approval of a substitute before the articles and materials are ordered by the Contractor.

I. Changes in Plans and Specifications

The Board may at any time, by a written order and without notice to the sureties, make changes in the Plans or in the Specifications omitting certain work or requiring additional work to be performed by the Contractor. If such changes materially affect the amount of work or the time

required in its performance or increases/decreases the cost of the work to the Contractor, an equitable adjustment shall be made.

J. Extra Work

No claim for extra work will be considered unless such extra work has previously been ordered by the Board or their authorized representative(s) in writing and the price therefore agreed upon before the extra work is started.

K. Unauthorized Work

Work done not shown on the Scope of Work, Plans or as given, except as herein may be provided, will be considered unauthorized and at the expense of the Contractor and will not be measured or paid for by the Board. Work so done may be ordered removed at the Contractor's expense and risk.

L. Removal of Defective Work

Whenever inspection shows that portions of the work were not constructed in accordance with the Scope or Work, Plans, Specifications, and terms of the Contract, the Surveyor will require the Contractor to remove and replace such portions. Any expense incurred thereby or for the necessary removal of any other portion of the work in replacement of such unsatisfactory portions will be borne by the Contractor. Should the Contractor fail to remove or renew defective materials or work, the Board shall have the authority to cause such work to be done at the Contractor's expense.

If the Surveyor and Board deem it expedient to correct work injured or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made thereof.

M. Suspension of Work

The Board shall have the authority to suspend the work wholly or in part for such period as he may deem necessary on account of:

1. Unsuitable weather conditions.
2. Failure on the part of the Contractor to carry out instructions given or failure to perform any or all provisions of the Contract.
3. Any other conditions which, in the judgment of the Surveyor, makes it impracticable to secure first-class work.

If it should be necessary to stop work for an indefinite period, the Contractor shall store all material in such a manner that it will not become damaged in any way and he shall take every precaution to prevent damage or deterioration to the work performed. The Contractor shall not suspend work without the written authority of the Board and the Surveyor.

N. Termination of Agreement

The Board and/or the Surveyor reserves the right to terminate contract at any time. Contractor is entitled to receive payment for all services rendered until such time as contract is terminated.

O. Asbestos

Indiana Rule 326 IAC 14-10 and Section 61.145 of the November 20, 1990 Federal Asbestos National Emission Standard for Hazardous Air Pollutants (NESHAP) requires that prior to the commencement of any demolition or renovation operation, the owner or operator of the subject facility thoroughly inspect the affected facility or part of the facility where the operation will occur for the presence of asbestos, including both friable and nonfriable forms of asbestos. All friable asbestos-containing material must be removed from a facility being demolished or renovated before any wrecking or dismantling that would break up the materials or preclude access to the materials for subsequent removal.

All asbestos-containing materials must be removed before the intentional burning of a facility. Asbestos-containing material may not be burned. Indiana rule 326 IAC 14-10-4 (6) (A) and 329 IAC 2-21-5 (Special Waste) includes the proper labeling, packaging and disposal requirements for asbestos-containing waste. Indiana Rule 326 IAC 14-10 (Emission Standard for Asbestos: Demolition and Renovation Operations) requires written notification on a form provided by the Indiana Department of Environmental Management (IDEM) for renovation operations above a certain size and for all demolition operations (even if no asbestos is discovered during the inspection. 326 IAC 14-10 also requires that certain emission control procedures/work practices

be followed (such as adequate wetting of the asbestos-containing materials) to ensure safe asbestos removal.

The Contractor shall be responsible for complying with all regulations regarding asbestos removal prior to demolition of all structures.

P. Embankment Compaction

All embankments shall be compacted per the requirements of the “Standard Specifications” applicable sections. The cost of all compaction tests shall be the responsibility of the contractor and shall be included in the cost of other pay items.

Q. Subbase Compaction

All subbase materials and installation procedures shall comply with the I.N.D.O.T. “Standard Specifications” applicable sections. The cost of all compaction tests shall be the responsibility of the contractor and shall be included in the cost of the other pay items. A minimum of (1) test per lift is required.

VI. PAYMENTS, TITLE, AND GUARANTEE

A. Method of Payment

The Contractor shall submit to the Surveyor their requests for payment based on the schedule provided by the Surveyor’s Office.

The request for payment submitted shall be examined by the Surveyor or their designee and, if found to be satisfactory, will be submitted to the County Auditor with the Surveyor’s recommendation for payment. At least 10% of the total project cost will be held back for any work not completed.

B. Payments Withheld

The Surveyor may withhold or nullify in whole or in part, any payment necessary to protect the Board from loss for any of the following reasons:

1. Defective work not properly corrected.
2. Claims filed or reasonable evidence indicating probable finding of such claims against the Board.
3. Failure of the Contractor to make payments properly to their Subcontractors for material and/or labor.
4. A reasonable doubt that the Contract can be completed for the balance unpaid.
5. Damage to another Contractor or Subcontractor.

When the above-mentioned grounds are removed, payments shall be made for the amounts withheld after deducting any reasonable expenses directly attributable to above listed grounds for withholding payment.

C. Assignment

Neither party to the Agreement shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder without the previous written consent of the Board.

D. Title

The title to work completed and in progress and all materials, which are stored onsite, which will be incorporated into the project, shall be with the Board.

E. Scope of Payment

The compensation provided herein constitutes full payment for the work completed including: all supervision, labor, materials, tools, and equipment necessary for all work in the Contract; all loss or damage due to the nature of the work, the action of the elements, strikes or lockouts, accidents to either the workmen or the public, any unforeseen difficulties or obstructions which may arise during the prosecution of the work and all risks whatsoever connected therewith, until the work under Contract is finally accepted by the Board and Surveyor in an acceptable manner according to the Scope of Work, Plans and Specifications.

F. Liens

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Board a complete release of all liens arising out of the Contract or receipts in full in lieu thereof and, in either case, an affidavit that the release and receipts include all materials and labor for which a lien might be filed.

If any claim or lien remains unsettled after all payments are made, the Contractor shall refund to the Board all moneys that, the Board may be compelled to pay to satisfy such claims.

G. Termination and Final Payment

When the Contractor has completed the work in an acceptable manner according to the terms of the agreement and Before termination of the agreement, the Contractor shall furnish receipts for all debts incurred in the prosecution of such work or give satisfactory evidence and assurance to the Surveyor that they have been paid. The Surveyor, will then certify to the County Auditor the balance due the Contractor and said certificate will be deemed an acceptance of the completed agreement.

H. Guarantee

In addition to the specific guarantees required by the Specifications for the various branches of the work that will be performed under the agreement, the Contractor shall fully guarantee all the work performed and all of the materials to be furnished under the agreement against defects in material and workmanship for a period of two (2) years from the date of final acceptance of the completed work by the Board. Neither the final certificate nor payment nor any provisions in the agreement documents shall relieve the Contractor of responsibility for faulty materials and workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage of other work resulting therefrom which may appear within a period of two (2) years from the date of the Board's substantial occupancy usage of the structure.

HAZARDOUS MATERIALS STATEMENT

Per an agreement between _____ (Contractor) and Hendricks County in which the Contractor has agreed to perform certain work on Board property for an agreed fee or rate, the Contractor acknowledges that the Board uses and/or produces various substances, which may be classified as hazardous substances under OSHA's Hazard Communication Standard. The Contractor recognizes this use of hazardous substances by the Board and acknowledges notification that a chemical inventory and the accompanying Material Safety Data Sheets are on file in each department within Hendricks County government.

It is the Contractor's responsibility to inform his employees of the described hazardous substances and protective measures suggested by the Board. It is the Contractor's further sole responsibility to ensure that Contractor's employees observe protective measures during the performance of their duties, which are at least as stringent as the protective measures suggested by the Board.

The Contractor agrees that, in the event that he shall be required to bring any hazardous substances onto County property during the performance of its job, he shall notify the Hendricks County Surveyor and Engineering Department in advance and suggest to the Board the appropriate protective measures to be observed by County employees.

Hendricks County specifically reserves the right to interrupt or terminate the Contractor's work if the Contractor should fail in whole or in part to comply with these terms and the Contractor shall be prohibited from renewing such work in progress until all applicable safety and health procedures are implemented.

Agreed this _____ day of _____.

CONTRACTOR/COMPANY

HENDRICKS COUNTY SURVEYOR

David L. Gaston P.S.

Printed

Signature

APPENDIX A

HENDRICKS COUNTY SURVEYOR'S OFFICE CONTRACTOR GUIDE TO INSURANCE REQUIREMENTS

	VENDOR CLASSIFICATION CHECK APPROPRIATE BOX	Landscaping and Vegetation Control (including mowing & spraying)	Wild Animal trapping services	Regulated Drain Maintenance/Repair	Consultant Services	Licensed Professional Consultant Services – Legal, Surveyors, Engineers	Capital (New) Construction Projects
	Type of Insurance						
A	Commercial General Liability (CGL) Each Occurrence						(1)
	General Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Personal & Adv Injury	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Med. Expense Any One Person	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	Damage to Rented Premises	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
	Products-Comp / Op Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
B	Auto Liability – Incl BI and PD (AL)	(2)	(2)	(2)	(2)	(2)	(2)
	Combined Single Limit per accident						
	Any Auto	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Or						
	All Owned	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	All Hired	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	All Non-Owned	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
C	Excess / Umbrella Liability						
	Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
	Aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
D	Workers Compensation and Employers Liability	(3)	(3)	(3)	(3)	(3)	(3)
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
	Each Accident	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
E	Disability Benefits	(3)	(3)	(3)	(3)	(3)	(3)
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
F	Other-Professional Liability or errors and Omissions or Malpractice				(4)	(4)	
	Per Claim				\$1,000,000	\$1,000,000	\$5,000,000
Opt	Owners and Contractors Protection						
	Each Occurrence						\$1,000,000
	Aggregate						\$2,000,000
*	All Other Insurance as Required by Law						
	Hendricks County to be named as Additional Insured on these coverage's						

HENDRICKS COUNTY MUST BE LISTED AS ALSO INSURED IN AREAS: A, B, C, D, AND F.

HENDRICKS COUNTY SURVEYOR OFFICE ANNUAL AGREEMENT

THIS AGREEMENT, made and entered into by and between the Surveyor's Office of Hendricks County, Indiana as party of the first part, hereinafter called the "County", and

Name

Address

As party of the second part, hereinafter called the "Contractor":

WITNESSETH that for and in consideration of the mutual covenants herewith enumerated, the County may hire and employ the Contractor to furnish all materials, equipment, and labor necessary and to fully perform the work designated as follows:

As assigned by the Hendricks County Surveyor David Gaston or his designee.

According to the Plans and Specifications (scope of work), on file in the Hendricks County Surveyors Office and any supplemental or special provisions, under the supervision of the Hendricks County Surveyors Office and hereby agrees to pay the Contractor in accordance with work performed and inspected, which sums the Contractor agrees to accept in full payment of such work.

It is further mutually agreed that this Contract consists of the following components:

1. Agreement
2. General Provisions
3. Special Provisions

The Agreement components are complementary and what is called for by one shall be as binding as if called for by all.

No moneys due on any invoice shall be paid until the work is fully completed and accepted as provided in the Specifications nor until at least thirty (30) days after the last work and labor are performed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this _____
date of _____, for the fiscal year 20__.

Hendricks County Surveyor

David L. Gaston P.S.

Contractor/Vendor

Name of Firm

Address

Signature

Printed Name:

Title

Witness:

Title