



THE INDIANAPOLIS PUBLIC LIBRARY INVITATION TO QUOTE

East 38th Street Branch Library East 38th Street Branch Flooring Replacement Project

ITQ Issue Date: September 9, 2026

Project Site: 5420 E 38th St
Indianapolis, IN 46205

Contact: Diana Short
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I. BACKGROUND AND GENERAL INFORMATION

This Invitation to Quote ("ITQ") issued by the Indianapolis Public Library ("IndyPL") seeks lump sum quotes ("Quotes") from qualified vendors (individually a "Vendor") to provide whole building flooring replacement in specified areas ("Work") for the East 38th Street Branch Flooring Replacement Project ("Project").

The on-site work shall begin on November 30, 2026 (target date), with the goal that the Work be substantially complete by December 14, 2026 (target date).

IndyPL is committed to supporting and encouraging economic growth and business opportunities in Indianapolis and Marion County by strengthening IndyPL's relationships with minority, women, disability, and veteran-owned business enterprises by providing an equal opportunity for utilization in all IndyPL business.

In July 2020, the IndyPL Board of Trustees, with Resolution 28-2020, adopted these Minority/Women/Veteran/Disability-Owned Business Enterprise Utilization Goals ("Utilization Goals"):

- The utilization goal for Minority-owned Business Enterprises (MBE) is fifteen percent (15%).
- The utilization goal for Women-owned Business Enterprises (WBE) is eight percent (8%).
- The utilization goal for Veteran-owned Business Enterprises (VBE) is three percent (3%).
- The utilization goal for Disability-owned Business Enterprises (DOBE) is one percent (1%).

Attainment of the Utilization Goals will be based on the cumulative amount of Work issued under the Contract. IndyPL understands there may be instances where the Utilization Goals cannot be achieved by the Vendor in the preparation of their Quote. In these instances, the Vendor is required to provide evidence of outreach efforts and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs to meet the Utilization Goals.

To assist in evaluating the Quotes, Vendor shall complete Attachment D – MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services, which requires listing of all subcontractors/suppliers proposed to be used on the Project.

If a Vendor does not meet the stated minimum Utilization Goals, a request for Program Waiver shall be submitted upon request by IndyPL for the required 72-hour Post-Quote submission. The Vendor shall use Attachment F – Application for MBE/WBE/VBE/DOBE Program Waiver Form including all required supporting information. IndyPL will review the submitted documentation to determine a score for the Vendor's outreach and good faith efforts.

Highlighted Information:

1. Quote Due Date. Quotes are due at the date and time identified in Attachment B.

Quotes, including all supporting information, are to be submitted to the point of contact identified on the first page of this ITQ by e-mail in .pdf format.

If desired, Quotes will also be received in paper form at the Library Services Center, 2450 North Meridian Street, Indianapolis-Indiana 46208.

2. Pre-Quote Conference and Site Inspection at the Project Site. – The virtual conference will be at the date and time identified in Attachment B. Site inspection can be done anytime by the Vendors.
3. Questions and Substitution Requests. Any questions regarding this ITQ must be submitted in writing no later than the date established in Attachment B and shall be directed in writing via e-mail to the Point of Contact identified on the first page.
4. Vendor and Contractor Definitions. The term "Vendor" denotes those firms submitting a Quote in response to this ITQ. The term "Contractor" is used throughout this ITQ to define the Vendor selected to perform the Work described in this ITQ.

II. REQUIRED WORK

1. Scope. The Contractor shall provide all labor, equipment, permits, supervision, materials, services, Work, and reports as required per Attachment E.
2. Coordination. The Contractor will be responsible for all work required ensuring the Project and all installation components comply with the most recent version of national and the Indiana Codes. Coordination with IndyPL and other contractors for access into the site will be required for a successful Project.

3. Requests for Substitutions. The products, materials, and equipment of the manufacturer referred to in the Specifications in Attachment E establish the standard of quality required by IndyPL. Products, materials, and equipment from manufacturers other than listed may be used only if approved by IndyPL per the schedule in Attachment B.
 - a. IndyPL is the sole judge of equivalency of proposed substitutes.
 - b. If the Vendor desires to use a substitute item, they shall make application to IndyPL in writing, stating and fully identifying the proposed substitute, and submit substantiating data, samples, brochures, etc., of the substitute item proposed. It is the Vendor's responsibility to provide sufficient evidence by tests or other means to support any request for approval of a substitution.
 - c. Prior to proposing any substitute item, the Vendor shall be satisfied that the item proposed is, in fact, equal to or exceeds the requirements; that it will fit into the space allocated; that it affords comparable ease of operation, maintenance and service, that it is comparable in appearance, longevity, and suitability for the installation; and that the proposed substitution is in IndyPL's interest.
 - d. Acceptance of substitutions shall not relieve the Vendor from responsibility for compliance with the requirements of the ITQ. Notification to all Vendors of an approved substitution will be documented by addendum per the schedule in Attachment B.
 - e. The contract completion time shall not be extended by any circumstances resulting from proposed substitution, nor shall the Vendor be entitled to any compensation for any delay caused thereby or related thereto.
 - f. Vendor shall use CSI Form 15.1C 2013 Substitution Request for their written request. The form is included as Attachment H.

III. PROJECT REQUIREMENTS:

1. General Requirements. The Contractor shall meet the standards, performance, materials, manufacture, supply, installation, testing, and commissioning required of an installation carried out in IndyPL Facilities. The intent is to provide for the completion in every detail of the installation unless otherwise stated.
2. Requirements. The requirements include (but are not limited to) all design, engineering, certifications, labor, superintendence, materials, tools, equipment, storage, permits, certificates, drawings, temporary work, inspection, testing, accessories, auxiliaries, disposal of materials, and incidentals necessary to complete the Work in a proper, safe, thorough, and skillful manner.
3. Scope. See Attachment E for the detailed scope description.

IV. ATTACHMENTS

The following attachments are included and made a part of this ITQ:

Attachment A – Vendor Quote Sheet and Non-Collusion Affidavit

In addition to submission of information required by the Vendor Quote Sheet, if a Vendor believes that additional Work or adaptations for the Projects beyond those specified in the ITQ are required or recommended to fulfill the Project intent, the Vendor shall also propose the additional Work or adaptations and the associated costs or fees for those additions. In all

events, Vendors shall clearly specify which costs, if any, are not included in the fees submitted in the Vendor Quote Sheet.

Attachment B – Schedule of Activities

The Schedule of Activities ("Schedule") for this ITQ is a guide. IndyPL reserves the right to make changes to the Schedule and will provide proper notification to all Vendors at the time any changes occur.

Attachment C – E-Verify Affidavit

The Contractor shall agree to enroll in and participate in the E-Verify Program as required by Indiana Code 22-5-1.7-11 during the hiring process for all employees hired after the date of the Agreement. The Contractor must agree to require its subcontractors who may perform work under the Agreement to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. As a condition to submitting a Quote and to entering into an Agreement, the Contractor must execute the E-Verify Affidavit, which shall be an exhibit to the Agreement.

Attachment D – MBE/WBE/VBE/DOBE Business Utilization Program Summary;

and

MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services

Attachment E - Scope of Work

Attachment F – Sample Application for MBE/WBE/VBE/DOBE Program Waiver

Within three (3) business days of notification by IndyPL, if a Vendor does not meet the stated minimum Utilization Goals, a request for Program Waiver shall be submitted for the required 72-hour Post-Quote submission.

Attachment G – Letter of Intent to Perform as a Subcontractor/Supplier

Within three (3) business days of notification by IndyPL, a Vendor shall submit a fully executed "Letter of Intent to Perform as a Subcontractor/Supplier" form for each M/W/V/D Owned Business Enterprise subcontractor/supplier listed on their MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services for the required 72-hour Post-Quote submission.

Attachment H – Substitution Request Form

Attachment I – Draft Agreement

The document upon which the agreement for construction of this Project is based on AIA® A105-2017, Standard Short Form of Agreement Between Owner and Contractor (the "Agreement"), as modified by counsel for the Owner for use on this Project.

V. QUOTE INFORMATION

1. Invitation to Quote. IndyPL is hereby contacting prospective Vendors who are known to have the experience, expertise, and capabilities to furnish the requested Work. Upon request, each prospective Vendor will receive one copy of the ITQ from IndyPL.

Prospective Vendors are responsible for making additional copies as required to satisfy their needs.

2. Point of Contact. All communication with IndyPL must be directed to the single point of contact for IndyPL identified on the first page of the ITQ.
3. Schedule of Activities. The table in Attachment B outlines the schedule of major activities for the ITQ and the selection process. IndyPL reserves the right to amend the schedule as necessary.
4. Vendor Qualifications. The Vendor shall have the following minimum qualifications:
 - a. A sound business reputation;
 - b. Proven capabilities in delivering similar work on time and on budget;
 - c. Appropriate resources to satisfy the requirements of the Project;
 - d. Demonstrated track record in overall client satisfaction; and
 - e. Registered with the Indiana Secretary of State to do business in Indiana.
5. Vendor Rights. All materials submitted in response to this ITQ become the property of IndyPL upon delivery and shall be appended to any formal documentation, which would further define or expand the contractual relationship between IndyPL and the Vendor. Each Vendor, as an express condition for IndyPL's consideration of such Vendor Quote, agrees that the contents of every other Quote may contain confidential, proprietary, and trade secret information in all technical areas. Each Vendor, as an express condition for IndyPL's consideration of such Vendor Quote, waives any right to access to such information in other Quotes. No Quotes or supporting documentation will be returned to Vendor.

Vendors submitting a Quote shall recognize that IndyPL is a public body and, as a public body, IndyPL is subject to disclosure requirements and must abide by public record laws. Neither party shall be liable for disclosures required by law.

6. Reservation of Rights. This ITQ does not commit IndyPL to award an Agreement, to pay any costs incurred in the preparation of a Quote to this request, or to otherwise contract for any work or services. IndyPL reserves the right to accept or reject any or all Quotes received because of this Invitation, to negotiate with any qualified sources, or to cancel in part or in its entirety this ITQ, if it is in the best interest of IndyPL to do so.

IndyPL will evaluate Quotes based upon the effectiveness of the perceived performance as it relates to IndyPL's Specifications and Plans. IndyPL specifically reserves the right to reject any or all Quotes or any part thereof; or to waive any defects or informalities in a Quote when it is determined by IndyPL to be in IndyPL's best interest.

7. Late Quotes Not Considered. Quotes received after the stipulated Quote Submission Deadline (defined in Attachment B) will not be considered.
8. Inconsistency or Error in the ITQ. Any Vendor believing that there is any significant ambiguity, inconsistency, or error in the ITQ shall promptly notify IndyPL in writing of such apparent discrepancy. Failure to notify IndyPL by the Quote Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency, or error.

9. Vendor Errors or Omissions. IndyPL is not responsible for any Vendor's errors or omissions.
10. Addenda. IndyPL shall not be responsible for any oral instructions given by any employees or representatives of IndyPL concerning the Invitation instructions or the Work as described in this ITQ. Any changes will be in the form of an addendum, which will be furnished to all Vendors who are listed with IndyPL as having received the ITQ, or to any other Vendor who requests an addendum.
11. Vendor Incurred Costs. The Vendor shall be responsible for all costs incurred in preparing or responding to this ITQ. All materials and documents submitted in response to this ITQ become the property of IndyPL and will not be returned after the Quote Submission Deadline.
12. Modification or Withdrawal of Quote. A Quote may not be modified, withdrawn, or cancelled by a Vendor for ninety (90) days following the Quote Submission Deadline and each Vendor so agrees in submitting the Quote. Quotes may be withdrawn, altered and/or resubmitted at any time prior to the Quote Submission Deadline. Notice of pre-submittal date withdrawal must be in writing over the signature of the Vendor and may be submitted to IndyPL by facsimile or electronic mail transmission. If by facsimile or electronic mail transmission, written confirmation over the signature of the Vendor must have been mailed and postmarked on or before the Quote Submission Deadline. Withdrawn Quotes may be resubmitted up to the Quote Submission Deadline, provided that they are then fully in conformance with these terms and conditions.
13. Rejection of Solicitation Responses. IndyPL reserves the right to reject any or all Quotes received, or any part thereof; to accept any response or any part thereof; or to waive any informality when it is deemed to be in IndyPL's best interest. Any Vendor objecting to the rejection of a Quote, or portion thereof, must submit a written protest stating the reasons for the protest to IndyPL within five (5) calendar days from the date of IndyPL's Written Notice of Intent to Enter into an Agreement (as provided in Attachment B).
14. Vendor Certification. By submission of a Quote, the Vendor certifies that:
- a. The Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of IndyPL.
 - b. Pursuant to Indiana Code 5-22-16.5-8, the invited Vendor is not engaged in any investment activities in Iran.
15. Exceptions. It is the intent of IndyPL to award an Agreement on a fair, competitive basis. For this reason, IndyPL may view the notation of any "Exception" in response to any material conditions or requirement of the ITQ as an attempt by the Vendor to vary the terms of the ITQ, which, in fact, may result in giving such Vendor an unfair advantage over other Vendors. For this reason, IndyPL will, at its option, not allow exceptions to any material requirement if, in the opinion of IndyPL, the exceptions alter the overall intent of this ITQ, unless the exception would be of material benefit to IndyPL.
16. IndyPL's Right to Disqualify for Conflict of Interest. IndyPL reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the

Quote submitted or any other data available to IndyPL. The right of disqualification is at the sole discretion of IndyPL. Any Vendor submitting a Quote herein waives any right to object at any future time, before any body or agency, including but not limited to, IndyPL, or any court, to IndyPL's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by IndyPL.

17. Warranties. Any Vendor submitting a Quote in response to this ITQ warrants and guarantees that the Vendor is fully capable of performing each task as set forth in the Quote. No limitation or exception to this warranty provision will be acceptable to IndyPL; except, it is understood that the Vendor is not responsible for any problems in performance caused by improper acts or omissions by IndyPL.

18. Covenant Against Contingent Fees. The Vendor warrants that no person or selling agent has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business.

For breach or violation of this warranty, IndyPL shall have the right to annul the Agreement without liability or, in its discretion, to deduct from fees or payments due the Vendor the commission, percentage brokerage, or contingent fee.

19. Gratuities. IndyPL may, by written notice to the Vendor, terminate the right of the Vendor to proceed under the Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Vendor, or any agency or representative of the Vendor, to any officer or employee of IndyPL with a view toward securing or amending, or the making of any determinations with respect to the performance of such Agreement; provided that the existence of facts upon which IndyPL makes such findings shall be an issue and may be reviewed in any court of law. In the event of such termination, IndyPL shall be entitled to pursue the same remedies against the Vendor as IndyPL could pursue in the event of default by the Vendor.

20. Diversity and Inclusion in Employment.

- a. IndyPL is committed to providing an equal opportunity for utilization of Minority, Women, Veteran, and Disability Owned Business ("XBE") firms in all IndyPL business.
- b. IndyPL extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal opportunity to compete for IndyPL business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community ethnic composition.
- c. It is the desire of IndyPL to measure utilization of XBE firms in the procurement of goods and supplies, in the retention of professional services, and in the construction and renovation of facilities. Vendors, who meet the City of Indianapolis or State of Indiana criteria of XBE firms or similar requirements for out-of-state firms, should indicate the appropriate certification and include a copy of such certification(s) in its Quote.
- d. Any Contractor in performing Work under an Agreement resulting from this ITQ shall not discriminate against any worker, employee or applicant because of race, creed, color, religion, gender, national origin, age, sex, ancestry, disabled veteran status, nor otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that applicants are considered, and employees are dealt with during

employment, without regard to their race, creed, color, religion, gender, national origin, age, disability, or veteran status. Breach of this condition may be regarded as a material breach of the Agreement.

21. Protest of Award. Any person who has an objection to the awarding of the Agreement to any Vendor by IndyPL, shall lodge that protest, in writing, with IndyPL no later than 5:00 p.m. local time of the fifth (5th) calendar day following release of IndyPL's Notification of Award letter. IndyPL retains the right to reject all protests not filed within this time or those found to be without merit.
22. Vendor Inquiries. Any questions regarding this ITQ must be submitted in writing no later than the date established in Attachment B and shall be directed in writing via e-mail to the Point of Contact identified on the first page. Include your name; the name of your company; the telephone number; address; and e-mail address of the person responsible for making decisions in your company.
23. News Releases. News releases pertaining to this ITQ, or the requested Work shall not be made without written prior approval of IndyPL.
24. Standard/Licensure Requirements. The selected Contractor shall provide documentation to IndyPL evidencing all necessary licenses required to perform the Work prior to the awarding of the contract.
25. Out of State Vendors. It shall be a condition to the Agreement that any out-of-state Vendor that may be selected as Contractor shall be duly registered and qualified to do business within the State of Indiana.
26. Confidential Information and Public Records. Vendors are advised that materials contained in the Quotes are subject to the Indiana Public Records Act, IC 5-14-3 et seq. ("IPRA"), to which IndyPL must abide. After the contract award, the entire Quote less any agreed upon confidential material, may be viewed and copied by any member of the public, including news agencies and competitors. Vendors claiming a statutory exception to the IPRA must:
 - a. Place all documents they consider confidential (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" with the Vendor Name, IndyPL Point of Contact Name, and the ITQ Title.
 - b. Provide a transmittal letter listing the included confidential material items.
 - c. Indicate in the transmittal letter by citing which statutory exception provision applies to each listed confidential material item.

IndyPL reserves the right to make determinations of confidentiality upon consultation with legal counsel. If IndyPL does not agree with the claim that the information designated is confidential under one of the cited disclosure exceptions to the IPRA, it may either discuss its interpretation of the allowable exceptions with the Vendor or reject the Quote. If agreement can be reached on the nature of the requested confidential materials, the Quote will be considered. If agreement cannot be reached, IndyPL will remove the Quote from consideration for award and return the entire "Confidential" package to the Vendor. The rest of the Quote and other supporting documentation will not be returned to Vendor and will remain part of the ITQ file. IndyPL and the IPRA does not consider prices, fees, or

wage rates to be confidential information as the information will be included in any agreement resulting from the ITQ. Neither party shall be liable for disclosures required by law.

VI. GENERAL TERMS AND CONDITIONS

Any Vendor entering into an Agreement with IndyPL must agree to several general terms and conditions. If a Vendor cannot agree to any of the stated general terms and conditions, its Quote must clearly state the reason(s) for any such non-compliance(s).

The submission of the Quote herein constitutes the agreement of any Vendor that any contract to be drawn as a result of an award herein will be prepared by IndyPL. The submission of a Quote shall further constitute the agreement of each Vendor that it shall not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The language of the Agreement to be executed shall be the AIA® A105-2017, Standard Short Form of Agreement Between Owner and Contractor in Exhibit I, will be edited under the supervision of IndyPL's attorney, and shall be the controlling document. Contractor may submit copies of their applicable standard contract forms for information purposes.

1. Compliance With Laws. In performing under an Agreement, the Contractor shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State, and local governments.
2. Continuation During Disputes. The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the Agreement to be entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.
3. Organization Employment Disclaimer. Any Agreement entered into as the result of this ITQ will not constitute, create, give rise to, or otherwise recognize a joint venture, agreement or relationship, partnership, or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. The Contractor will agree that no persons supplied by it in the performance of the contract are employees of IndyPL and further agrees that no rights of IndyPL's civil service, retirement or personnel rules accrue to such persons.

The Contractor shall have sole responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such Contractor in the performance of the contract and shall save and hold IndyPL harmless with respect thereto.

4. Method of Payment. The Contractor shall be required to participate in the IndyPL Electronic Fund Transfer ("EFT") invoice payment program for the electronic transfer of funds directly to the Contractor's designated banking account for payment of approved invoices. Invoices submitted must contain the purchase order number under which the Agreement is awarded. Contractor shall submit invoices to the addressee designated as the Point of Contact person in the ITQ. The Contractor shall submit monthly invoices. Each

payment requested shall include a detailed breakdown of all charges. All invoices will be paid promptly by IndyPL unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

5. Insurance. Contractor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of an Agreement that may be entered between Contractor and IndyPL, which policies shall protect against any loss or claim arising from or relating to the Agreement, Contractor's work and activities, or presence at IndyPL Facilities, and any act or omission of Contractor or its employees and/or agents or Subcontractors in connection with the Work provided under the Agreement, and shall cover the contractual indemnification liability assumed by Contractor pursuant to the Agreement:
 - a. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death), personal injury, property damage, fire legal liability, contractual liability and products and completed operations, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Contractor's activities at the Facilities. Any deductible shall be at Contractor's expense.
 - b. Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Contractor's employees, and Employer's Liability coverage in excess of the applicable state laws but no less than One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee and Two Million Dollars (\$2,000,000.00) policy limit.
 - c. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Contractor shall be Contractor's responsibility. IndyPL shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Contractor.
 - d. Business automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than Two Million Dollars (\$2,000,000.00).
 - e. Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverage prescribed above in sections (a), (b), and (c) above, which such policy shall be written on an occurrence basis.
 - f. All insurance policies addressed in Sections 5. (a), (b), and (e) above shall be endorsed to name the following as additional insured's:
Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, representatives, volunteers, agents, Contractors, licensees, and successors.
 - g. All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to IndyPL; (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A-VII in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (4) shall provide for no less than thirty (30) days advance written notice to IndyPL prior to cancellation, non-renewal or material modification.
 - h. Contractor shall deliver to IndyPL, prior to commencement of the Work under the Agreement, Certificates of Insurance confirming the existence or issuance of all insurance

policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to IndyPL by the aforementioned time, or if any of such policies are canceled, IndyPL shall have the right to terminate the Agreement immediately and/or deny Contractor access to Library facilities.

- i. These insurance provisions are minimum requirements and shall not relieve Contractor of its indemnity, defense and hold harmless obligations.

Article 5 of the draft Agreement included as Attachment I describes specific requirements.

6. Suspension of Work/Termination or Suspension. IndyPL reserves the exclusive right to terminate or suspend all or any portion of the Work for which the Contractor is employed by giving one (1) day written notice to the Contractor; however, if any portion of the Work shall be terminated or suspended, IndyPL shall pay the Contractor equitably for all Work properly performed prior to termination. If the Work are suspended and the Contractor is not given an order to resume work within sixty (60) days from the effective date of the suspension, the Agreement will be considered terminated.
7. Prime Contractor Responsibility. Planned use of subcontractors in connection with providing the requested Work should be clearly explained and described in the Vendor Quote. The Contractor will be responsible, and must take responsibility, for the performance of the Work whether or not subcontractors are used.

In Contractor/subcontractor arrangements involving more than one firm, it does not matter to IndyPL which firm assumes the lead, as long as that firm assumes full responsibility for the performance of the Work. IndyPL will only enter into an Agreement with the prime Contractor.

8. Confidentiality of Information. The Contractor shall treat all information furnished by IndyPL and Work provided hereunder as confidential. The Contractor shall not disclose such information to others without the prior written consent of IndyPL.
9. Audit of Quote Records. The Contractor must keep all resulting Quote records separate and make them available for audit by Library personnel or Indiana State Board of Accounts personnel during the term of the Agreement and upon request for a period of three (3) years after the end of the Agreement term and completion of the Work.
10. Employment Verification Requirements. Pursuant to Indiana Code §22-5-1.7-11, Contractor agrees to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program ("E-Verify"). Contractor is not required to verify the work eligibility status of all newly hired employees through E-Verify if E-Verify no longer exists. Contractor shall not knowingly employ or contract with an unauthorized alien. Contemporaneously with the execution of this Agreement Contractor shall execute and deliver to IndyPL the attached Affidavit affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien. To the extent applicable, Contractor's subcontractors shall certify to Contractor, as is consistent with federal law, that subcontractors are enrolled and participating in E-Verify and do not knowingly employ or contract with an unauthorized alien. Contractor shall maintain this certification throughout the duration of the term of a contract with a subcontractor. Such affidavit shall be in the

form attached to this ITQ as Attachment C.

VII. QUOTE REQUIREMENTS

1. Introduction. The following guidelines are provided to ensure the equitable evaluation of competitive sealed Quotes and to contain the cost of preparation to some reasonable level. Therefore, the Quote shall be prepared in accordance with the instructions outlined in this section. Vendor is advised to read this ITQ in its entirety. Failure to read and/or understand any portion of this ITQ shall not be cause for waiver of any portion of the ITQ.
2. Specific Quote Format and Content. Information contained in the Quotes shall not exceed fifteen (15) pages, including the Vendor Quote Sheet and Non-Collusion Affidavit.
 - a. Vendor Quote Sheet and Non-Collusion Affidavit, completed and notarized, and included as Attachment A.
 - b. E-Verify Affidavit, completed and notarized, and included as Attachment C.
 - c. MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Work, completed in full, and included as Attachment D.
 - d. Vendor may provide any other information within the maximum page limit that it believes may add to its Quote. To the extent a Vendor is incapable of complying with or takes exception to any aspect of the requirements, quote terms, and general terms and conditions described in the ITQ, the Vendors shall specifically identify and describe such exceptions in this section of its response to this ITQ.
 - e. Vendor shall provide a digital version of the Quote, including all the attachments, in .pdf format on a thumb drive or disc. The maximum file size is 7MB.
3. Quote Submittal Instructions. The Quote package may be personally delivered, sent by mail, or delivery service, or sent via email as a .pdf to the Point of Contact at the address identified on the ITQ.

The following information shall be on the outside of the package:

- a. Vendor's Name.
- b. Invitation to Quote title.
- c. Quote Submission Deadline.

Regardless of the mode of delivery, the Quote must be received by IndyPL by the Quote Submission Deadline to be considered.

4. Opening. The responses received by the deadline will be opened publicly in a virtual meeting at the date, time, and location established in Attachment B.
5. Additional Information. Following receipt of the Quotes, IndyPL reserves the right to request additional information from and conduct in-person interviews with the Vendors reasonably susceptible of being awarded the Agreement for the Work. IndyPL will not share information gathered in such discussions with other competing Vendors.

VIII. Quote Evaluation

After the Quote Submission Deadline, listed in Attachment B, Quotes will be evaluated by IndyPL. If all quotes are not rejected, a contract will be issued to the lowest, responsive, and

responsible Vendor, pursuant to Indiana Code 36-1-12-4.7.

Attachment A
East 38th Street Branch Flooring Replacement Project
VENDOR QUOTE SHEET

Vendor: _____

Address: _____

City/State: _____

Date: _____

Vendor Certification:

The undersigned acknowledges that I/we have received and thoroughly reviewed the Invitation to Quote ("ITQ") dated September 9, 2026, and understands the entire scope of Work.

Pursuant to notices given, the undersigned, with complete understanding of the requirements and conditions, shall provide East 38th Street Branch Flooring Replacement Project fully in accordance with the requirements of the ITQ.

Acknowledgment of Receipt of Addenda:

I/We have received and reviewed the Addenda which I/we have listed below, and have included their provisions thereof in the Quote:

Lump Sum Quote:

Lump Sum Quote for the Work: \$ _____ Written Amount: _____

Any Other Expenses:

_____ \$ _____ Written Amount: _____

_____ \$ _____ Written Amount: _____

Completion Time:

Based upon Attachment B Schedule of Activities, I/we will substantially complete the Work on or before December 14, 2026, assuming the Notification date is met, and that I/we are not delayed by work stoppages or other causes beyond our control.

Include with Quote:

- a. E-Verify Affidavit, completed and notarized, and included as Attachment C.
- b. MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services, completed in full, and included as Attachment D.

Attachment A (Continued)
East 38th Street Branch Flooring Replacement Project
NON-COLLUSION AFFIDAVIT

Vendor: _____

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that Contractor has not, nor has any other member, representative, employee, or agent of the Contractor, entered into any combination, collusion, or agreement with any person relative to the Quote by anyone at such letting, to prevent any person from submitting a quote, or to induce anyone to refrain from submitting a quote.

The undersigned further deposes and states that this Quote is made without reference to any other quote and without any agreement, understanding or combination with any other person referring to such quote.

The undersigned further deposes and states that no person, firm, or entity has or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such quote.

Vendor: _____

By (Signature): _____

(Printed Name and Title): _____

(Important – Notary Signature and Seal Required in the Space Below)

STATE OF _____

Seal:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____ 20__.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

Attachment B
East 38th Street Branch Flooring Replacement Project
SCHEDULE OF ACTIVITIES

The following table outlines the tentative schedule of major activities for the ITQ and selection processes. IndyPL reserves the right to amend the schedule as necessary.

Event	Date
Issue the ITQ	September 9, 2026
Pre-Quote Conference – Site inspection available at any time to the Vendors upon request Microsoft Teams meeting Join the meeting now Meeting ID: 238 279 588 996 044 Passcode: eC3Nx2XR	September 14, 2026, 1:30 pm
Cutoff Date and Time for Questions and Requests for Substitutions	September 25, 2026, 5:00 pm
Answers to Questions Issued by Addendum	September 28, 2026, Noon
Quote Submission Deadline / Public Opening to follow	September 30, 2026, 3:00 pm
Quote Opening Virtual Meeting Information: Microsoft Teams meeting Join the meeting now Meeting ID: 263 467 796 788 995 Passcode: Ua2Ee9wk	September 30, 2026, 3:00 pm
Submission Deadline for 72 Hour Post-Quote Information	October 5, 2026, 3:00 pm
IndyPL Board Facilities Committee Meeting	October 13, 2026, 1:00 pm, Library Services Center
IndyPL Board Meeting	October 26, 2026, 6:30 pm, Michigan Road Branch Library
Notice of Intent to Enter into an Agreement	October 27, 2026
Project Work Begins – Target Date	November 30, 2026
Substantial Completion – Target Date	December 14, 2026

Attachment C
East 38th Street Branch Flooring Replacement Project
E-VERIFY AFFIDAVIT

Vendor: _____

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering a contract with the Indianapolis Marion County Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Indianapolis Marion County Public Library, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Vendor or Contractor: _____

By (Signature): _____

(Printed Name and Title): _____

(Important – Notary Signature and Seal Required in the Space Below)

STATE OF _____

Seal:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____ 20__.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

Attachment D
East 38th Street Branch Flooring Replacement Project
MBE/WBE/VBE/DOBE Business Utilization Program Summary, and
MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services

MBE/WBE/VBE/DOBE BUSINESS UTILIZATION PROGRAM SUMMARY

The Indianapolis Public Library is committed to maximizing subcontracting opportunities for all qualified and available MBE/WBE/VBE/DOBEs. The MBE/WBE/VBE/DOBE Business Utilization Program applies to Library funded contracts of at least \$50,000.00.

There are two components of the MBE/WBE/VBE/DOBE Business Utilization Program:

1. MBE/WBE/VBE/DOBE Utilization Goals: This component requires vendors to make subcontracting opportunities available to minority, women, veteran, and disabled-owned businesses certified by the City of Indianapolis' MBE/WBE/VBE/DOBE program at the minimum percentage stated in the invitation to bid/quote/proposal. To count towards the MBE/WBE/VBE/DOBE utilization goal, the MBE/WBE/VBE/DOBE must be certified in the category code(s) that will be used for the contract. A list of City-certified MBE/WBE/VBE/DOBEs is available on the City's website at <https://www.indy.gov/activity/find-omwbd-contractor>.
2. Outreach/Good Faith Efforts: The MBE/WBE/VBE/DOBE Outreach/Good Faith Efforts component requires vendors who do not meet the stated Utilization Goals to provide evidence of outreach efforts and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs.

To be eligible for an award of the contract, IndyPL will first determine whether a vendor meets the stated minimum percentage of MBE/WBE/VBE/DOBE subcontractor utilization. The percentage is stated in the invitation. If a vendor does not meet the stated minimum percentages, a request for program waiver must be submitted with the bid/quote/proposal, using the attached Application for MBE/WBE/VBE/DOBE Program Waiver Form. IndyPL will review the submitted documentation to determine a score for the vendor's outreach/good faith efforts.

Pursuant to the MBE/WBE/VBE/DOBE Business Utilization Program requirements, the following items are included in the invitation and must be completed, signed, and submitted in each bid/quote/proposal. Failure to complete these forms with all the pertinent- requested information may cause a bid/quote/proposal to be determined as non-responsive.

1. MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction, Goods/Supplies, And Services Form.
2. Application For MBE/WBE/VBE/DOBE Program Waiver Form, if a vendor does not meet the stated minimum percentages with subcontractors.
3. Letter Of Intent to Perform as A Subcontractor/Supplier Form: must be completed and submitted to IndyPL after quote as part of the Post Quote
4. Submittal Information.

Attachment D (Continued)
East 38th Street Branch Flooring Replacement Project
MBE/WBE/VBE/DOBE Business Utilization Program Summary, and
MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services

MBE/WBE/VBE/DOBE UTILIZATION GOALS PLAN FOR CONSTRUCTION, GOODS/SUPPLIES, AND SERVICES

Submittal Due Date: _____

Project: _____

Vendor: _____

Vendor Phone: _____

Contact Name: _____

Vendor E-mail Address: _____

Vendor ☐ is ☐ is not City-certified MBE/WBE/VBE/DOBE and will self-perform _____% of the total contract amount.

Does an exclusive agreement exist between the Vendor and any subcontractor/supplier listed?

☐ Yes ☐ No If yes, please explain: _____

Provide names of MBE/WBE/VBE/DOBE sub-contractors/suppliers with which Vendor has not previously worked (if any): _____

If Vendor is awarded this contract, the MBE/WBE/VBE/DOBE City certified firms listed below will be utilized in the performance of the contract as a subcontractor/supplier:

Full Legal Name of Firm	MBE, WBE, VBE, or DOBE	Contact Person	Phone #	Description of Work	\$ Dollar Amount	% Of Total Contract Amount

Vendor shall submit an *Application for MBE/WBE/VBE/DOBE Program Waiver* if it fails to meet the required utilization goals for the contract. Failure to provide the Application for Waiver as a Post-Quote Submittal **shall** result in the disqualification and rejection of the Quote.

Vendor's Signature: _____ Date: _____

Vendor's Printed Name and Title: _____

Attachment E
East 38th Street Branch Flooring Replacement Project
SCOPE OF WORK

1.0 GENERAL REQUIREMENTS

- A. The Work covered by these Technical Specifications ("Specifications") shall include all labor, equipment, materials, and services to furnish and install complete and operating systems as described herein.
- B. Any and all miscellaneous materials, labor, and hardware not listed in the Specifications but required to provide complete and operating systems shall be provided as part of the Work.
- C. During the progress of the Work by the Contractor, any damaged finishes, furniture, or equipment shall be restored or replaced to match the existing condition.
- D. The Contractor shall secure any required permits and approvals prior to beginning of the Work.
- E. If during the Work the Contractor discovers any suspected hazardous material or unsafe wiring condition, the Contractor shall promptly notify IndyPL of the situation and cease activity in the specific Work area until further direction by IndyPL.

1.1 APPLICABLE CODES AND STANDARDS

- A. The Work shall be installed in accordance with all the current requirements of the Federal, State, and Local codes.

1.2 SUBMITTALS

- A. The Contractor shall be responsible for providing to IndyPL any information as deemed necessary by IndyPL for submittal review.
- B. The Contractor shall provide copies of all required permits and approvals prior to beginning of the Work.

1.3 QUALITY ASSURANCE

- A. Any variances to these Specifications shall be submitted to IndyPL at the time of Submittal of Questions, as established in the Schedule of Activities above, for review by IndyPL.
- B. Minimum Experience Criteria:
 - 1. The Contractor shall have been in business for a minimum of three (3) years performing similar types of installations.
 - 2. The Contractor shall have performed installation of a minimum of five (5) projects similar to this one in size and scope.
- C. Prior to the beginning of the Work, the Contractor shall meet with IndyPL at the Work Site to review the scope, access, storage, and schedule of the Work.

1.4 WARRANTY

- A. The Contractor shall warranty the Work as a system and all its components, installed by the Contractor for a minimum of one (1) year from date of substantial completion as documented by IndyPL.

- B. The Contractor shall be responsible to provide warranty service within forty-eight (48) hours after notification by IndyPL. The Contractor will be responsible for repairing any deficiencies discovered during the entire warranty period.
- C. Contractor shall repair, adjust, and/or replace, whichever IndyPL determines to be in its best interests, any defective equipment, materials, or workmanship, as well as such parts of the work damaged or destroyed by such defect, during the warranty period, at the Contractor's sole cost and expense.
- D. In the event the Contractor does not affect any warranty repair within forty-eight (48) hours from notification of any such defect, IndyPL may secure repair services from other sources and charge the Contractor for such costs without voiding the warranty.

2.0 SPECIFIC REQUIREMENTS

- A. Refer to the drawing listed below for locations and material type and finish.
- B. Please install 4.5" Patcraft Cove Base (Finishworx), color: to be selected by owner (from manufacturer's full range) at all wall locations where flooring is being replaced.
- C. Please include carpet/flooring demolition and disposal as a part of your quote.
- D. Books will not be removed during replacement, please protect books with plastic sheeting. The branch will have a 2-week closure to reduce disruption during flooring install.
- E. Please install flooring around all fixed shelving (not continuous). At free-standing shelves and furniture, please move these items and install flooring continuously in these locations, this includes CD bins at the branch.
- F. Please provide 15% extra flooring material (attic stock) per each product type installed at the branch.
- G. Products to be installed per manufacturer's recommended installation methods.

3.0 INSTALLATION

- A. The Contractor will coordinate onsite work with IndyPL.
- B. The entire Project shall be installed in a workmanlike manner.
- C. The work area shall be always kept clean. All debris shall be removed at the end of each work shift. All debris and removed equipment shall be disposed by the Contractor off site according to Local, State, and Federal laws. Use of IndyPL dumpsters and waste receptacles is allowed.

4.0 FIELD QUALITY CONTROL

- A. Any dimensions and drawings of existing conditions given are approximate. The Contractor shall verify exact dimensions and conditions prior to the start of work.
- B. The system shall be installed and fully tested as listed in these Specifications. The system shall be demonstrated to IndyPL to perform all features and functions as required.

5.0 SUBSTANTIAL COMPLETION REVIEW

- A. A substantial completion review will be performed before acceptance of the Work by IndyPL.
- B. The Work area will be left in a satisfactorily clean condition, as determined by IndyPL, at the end of the Work. If IndyPL determines the Work area is not

- satisfactorily clean, the Contractor shall perform, at its own cost, a complete cleanup of the Work area until acceptable to IndyPL.
- C. If no problems arise during the substantial completion review requiring corrective action or repair by the Contractor, the substantial completion review can, at IndyPL's discretion, be approved as the final acceptance by IndyPL.
 - D. If problems arise during the substantial completion review requiring corrective action or repair by the Contractor, another complete and comprehensive review will be scheduled and performed to show the necessary repairs have been properly made. These repairs and additional review will be performed at no cost to IndyPL until a time the Work is shown to be in complete operating condition.

6.0 Drawings

- A. Rendered Plan from the selected manufacturer detailing locations at East 38th Street Branch and material types and finishes, dated 3/25/2026 is attached at the end of the ITQ. Please note scoping percentages are estimated, the Vendor is to use square footage take-offs for material quantities.

Attachment F
East 38th Street Branch Flooring Replacement Project
SAMPLE APPLICATION FOR MBE/WBE/VBE/DOBE PROGRAM WAIVER

Within 3 business days of notification by IndyPL, Vendor shall provide a completed Waiver Application.

Pursuant to IndyPL Invitation, this application for a (check each of the following which apply)
☐ MBE ☐ WBE ☐ VBE ☐ DOBE Program Waiver is hereby submitted for the Project listed below by Vendor.

Submittal Due Date: September 30, 2026 @ 3:00 pm

Project: East 38th Street Branch Flooring Replacement Project

Vendor: _____

Vendor Phone: _____

Contact Name: _____

Vendor E-mail Address: _____

In attempting to meet the Goals the Vendor made the following good faith efforts for the purpose of meeting the Goals (Check all that apply). The minimum required to establish "good faith" effort is 70 points.

- | <u>Item:</u> | <u>Weighting Score</u> |
|--|------------------------|
| ☐ 1. Vendor (check one of the following) ☐ did ☐ did not attend all pre-bid or pre-solicitation meetings held by the City to inform MBEs, WBEs, VBEs, and DOBEs of contracting opportunities. | 10_____ |
| ☐ 2. Vendor placed advertisements in search of prospective MBEs/WBEs/VBE and DOBEs for the contract. Provide all such advertisements, including e-mail "send-to" section, if used. | 10_____ |
| ☐ 3. Vendor provided written notifications to MBEs/WBEs/VBEs/DOBEs notifying them of contracting opportunities in sufficient time to allow them to participate and to minority business assistance agencies for the purpose of locating prospective MBEs, WBEs, VBEs, and DOBEs for the contract. Vendor's written notification to the Office of the Mayor's Business Development Program for assistance in locating MBEs, WBEs, VBEs, and DOBEs must also be documented. Provide all such documents. | 20_____ |
| ☐ 4. Vendor made the following efforts to select portions of the work to be performed by MBE/WBE/VBEs/DOBEs in order to increase the likelihood of achieving the stated goals, including the division of contracts into economically feasible units/parcels to facilitate utilization.

_____ | 10_____ |
| ☐ 5. Vendor contacted and/or negotiated with MBEs/WBEs/VBEs/DOBEs for specific sub-bids and/or partnerships. Please include a description of the information provided to MBE/WBE/VBEs/DOBEs regarding the plans and specifications for portions of the work to be performed and a statement of why prospective agreements with MBE/WBE/VBEs/DOBEs were not reached. Provide detailed documentation of such contacts/negotiations. | 15_____ |
| ☐ 6. If the Vendor rejected any MBE/WBE/VBE/DOBE firm(s) as unqualified, submit the reason(s) for this conclusion. | 10_____ |
| ☐ 7. Vendor provided the following technical assistance to MBEs/WBEs/VBEs/DOBEs in effort to obtain MBE/WBE/VBE/DOBE utilization, such as obtaining bonding, insurance, or a needed line of credit for the project, in an effort to obtain MBE/WBE/VBE/DOBE utilization. Provide detailed documentation of such assistance. | 15_____ |

Attachment F (Continued)
East 38th Street Branch Flooring Replacement Project
SAMPLE APPLICATION FOR MBE/WBE/VBE/DOBE PROGRAM WAIVER

- ☐ 8. Vendor provided interested MBE/WBE/VBE/DOBEs certified to perform the solicited work with prompt access to the plans, specifications, scope of work and requirements of the contract. 10____
- ☐ 9. Vendor completed a follow-up to initial solicitations. Provide copy of all e-mails and call logs. 10____
- ☐ 10. Vendor has project joint venture agreement for this contract with an MBE/WBE/VBE/DOBE business or is a joint venture certified with the City as an MBE/WBE/VBE/DOBE business. MBE/WBE/VBE/DOBE minimum utilization shall be 30% or greater (or as may be designated by Owner for this contract). 15____
- ☐ 11. Has a Mentor-Protégé Agreement with an MBE/WBE/VBE/DOBE business for this contract. MBE/WBE/VBE/DOBE minimum utilization shall be 30% or greater (or as may be designated by Owner for this contract). 10____

TOTAL POINTS: _____

Within 3 business days of notification by IndyPL, Vendor shall provide a completed Waiver Application.

Vendor certifies that all information contained herein and attached hereto is true and accurate and that all good faith efforts were made by Vendor for the purpose of fulfilling the contract goals. Failure to sign this form will result in the bid/quote/proposal being determined non-responsive.

Vendor's Signature: _____ Date: _____

Title: _____

For IndyPL use only.

- ☐ Contract offers no opportunity to utilize subcontractors/suppliers.
- ☐ No MBE/WBE/VBE/DOBEs are certified in the category codes for which there are subcontractor/supplier opportunities.

This Application for Program Waivers is:

- ☐ Not Approved.
- ☐ Approved.
- ☐ Approved subject to the following conditions/restrictions: _____

IndyPL's Representative Signature: _____ Date: _____

Title: _____

Attachment G
East 38th Street Branch Flooring Replacement Project
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/SUPPLIER

Within three (3) business days of notification by IndyPL, Vendor shall submit a fully executed "Letter of Intent to Perform as a Subcontractor/Supplier" form for each M/W/V/D Owned Business Enterprise ("XBE") subcontractor/supplier listed on their MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services.

PROJECT: _____

VENDOR: _____

M/W/V/D Entity: _____

The XBE Entity is currently certified by _____
XBE Entity shall provide a copy of their certification to the Vendor.

The Vendor affirms its intent to utilize the XBE Entity on the Project, and intends to enter an agreement with the listed XBE Entity who will provide the following Scope of Work:

Estimated Value of Subcontract/Supplies: \$_____

This document shall not serve as an actual agreement between the two parties. A separate agreement will describe in detail the contractual obligations of the Vendor and the XBE Entity.

The Vendor hereby affirms its intent to utilize the XBE Entity on the Project and intends to enter a contractual agreement with the listed XBE Entity who will provide the scope of work for the stated value.

Vendor Representative's Signature

XBE Entity Representative's Signature

Vendor Printed Name

XBE Entity Printed Name

Vendor Title

XBE Entity Title

Date

Date

XBE Entity Representative's Email: _____

XBE Entity Representative's Telephone: _____

Attachment H
East 38th Street Branch Flooring Replacement Project
SUBSTITUTION REQUEST FORM



**SUBSTITUTION
REQUEST**

(During the Bidding/Negotiating Stage)

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____ Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____
Signed by: _____
Firm: _____
Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
☐ Substitution rejected - Use specified materials.
☐ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

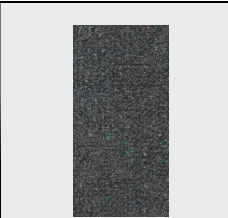
Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

Attachment I
East 38th Street Branch Flooring Replacement Project
DRAFT AGREEMENT FOR SERVICES

The contract upon which the agreement for construction of this Project will be based is AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor (the "Agreement"), as modified by counsel for the Owner for use on this Project. (Attached at end.)

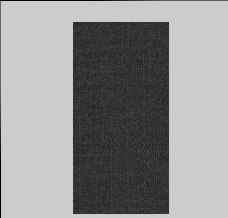
Project Pattern Guide

The below image(s) do not represent exact color or proportion, and may show portions or multiples of pattern repeats; refer to physical samples for this information



01

Product 01
RUNNING STITCH 'MOIRE' -
I0635-00580
Repeat: 18"W X 36"L
BOXED Goods



02

Product 02
VISUAL REST 'MOIRE' -
I0639-00580
Repeat: 18"W X 36"L
BOXED Goods



1 FIRST FLOOR PLAN
1/8" = 1'-0"

⊗ Start point for tile placement.

patcraft™

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This job was based on information submitted by the customer's firm and/or agent(s). Shaw Visualization Team is not responsible for final yardage requirements. These plans must be field verified by a carpet installer for accuracy and final yardage requirements. Dimensions, sizes, amounts, known seams and/or any other information provided on these plans may require on site adjustments due to job site conditions and/or minimal shrinking and/or stretching in the manufacturing processes. Sizes and amounts provided on these plans are net. Additional amounts and/or pattern repeats are included in the quantities provided in Shaw Visualization Team's estimating quote.

Indianapolis Public Library - E.38th Street Branch

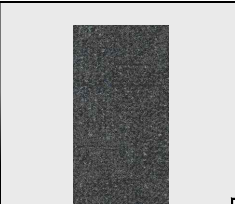
Tile installation Diagram

Sheet #: 3 of 4
Date: 03/25/2026 - Sales Rep: Kathy DiBella
Completed By: Devendra-TC (----) - NSP#: ----
410 Old Mill Road, Cartersville, GA 30120 - 1-800-342-7429 - www.patcraft.com



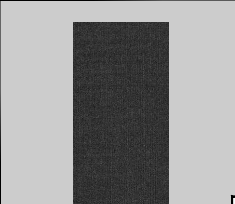
Project Pattern Guide

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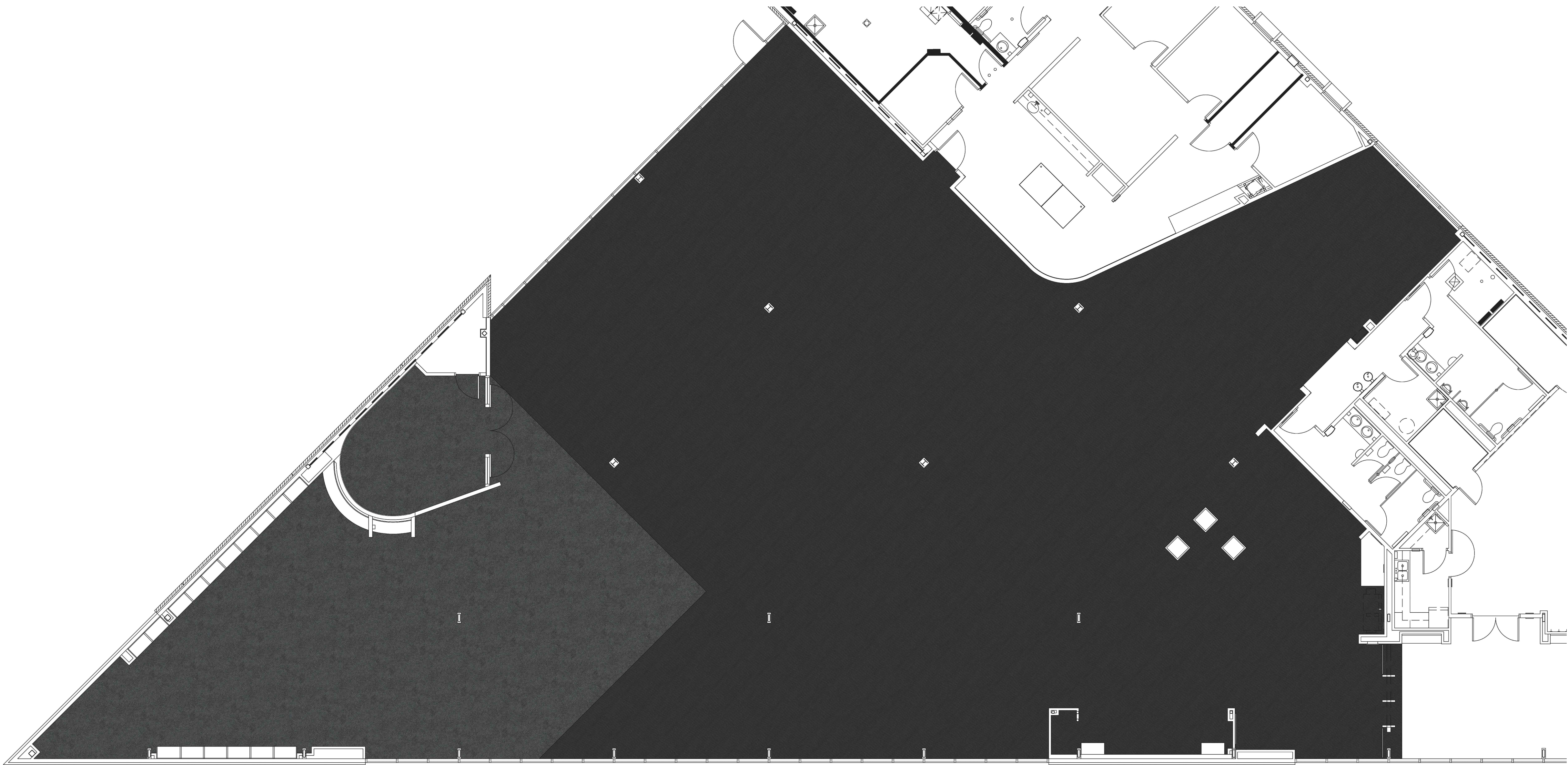
01

Product 01
RUNNING STITCH 'MOIRE' -
I0635-00580
Repeat: 18"W X 36"L
BOXED Goods



02

Product 02
VISUAL REST 'MOIRE' -
I0639-00580
Repeat: 18"W X 36"L
BOXED Goods



2 CONCEPTUAL RENDERING
1/8" = 1'-0"

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This job was based on information submitted by the customer's firm and/or agent(s). Shaw Visualization Team is not responsible for final yardage requirements. These plans must be field verified by a carpet installer for accuracy and final yardage requirements. Dimensions, sizes, amounts, known seams and/or any other information provided on these plans may require on site adjustments due to job site conditions and/or minimal shrinking and/or stretching in the manufacturing processes. Sizes and amounts provided on these plans are net. Additional amounts and/or pattern repeats are included in the quantities provided in Shaw Visualization Team's estimating quote.

Indianapolis Public Library - E.38th Street Branch

Tile installation Diagram

Sheet #: 4 of 4
Date: 03/25/2026 - Sales Rep: Kathy DiBella
Completed By: Devendra-TC (----) - NSP#: ----
410 Old Mill Road, Cartersville, GA 30120 - 1-800-342-7429 - www.patcraft.com



DRAFT AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « .» in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Indianapolis-Marion County Public Library»
«2450 North Meridian Street»
«Indianapolis, Indiana 46208 »

and the Contractor:

for the following Project:
East 38th Street Branch Flooring Replacement Project

The Architect/ Engineer/ Designer:

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
3	CONTRACT SUM
4	PAYMENT
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT/ENGINEER/DESIGNER
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 Owner's Invitation to Quote, dated _____, including any and all addenda thereto, and all documents attached thereto and made reference to therein (collectively referred to as the ITQ);
- .3 Contractor's response to the ITQ, dated _____, including all documents attached thereto and made reference to therein;
- .4 The construction drawings and specifications prepared by Architect and dated _____, including any and all documents referenced therein and any addenda thereto;
- .5 written orders for changes in the Work issued after execution of this Agreement.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be **November 30, 2026**. The Contractor shall substantially complete the Work not later than **December 14, 2026**, subject to adjustment as provided in Article 10 and Article 11.

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

§ 3.3 Unit prices, if any, are as follows:

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Owner shall pay the Contractor, in accordance with Article 12.

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

Contractor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of the Agreement, which policies shall protect against any loss or claim arising from or relating to this Agreement, Contractor's activities or presence at the Project, and any negligent act or omission of Contractor or its employees and/or agents or subcontractors in connection with the Services provided under this Agreement, and shall cover the contractual indemnification liability assumed by Contractor pursuant to this Agreement:

(A) Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death) and property damage, products and completed operations liability, contractual liability and fire damage, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Contractor's activities at the Project. Any deductible shall be at Contractor's cost;

(B) Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Contractor's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee and Two Million Dollars (\$2,000,000) policy limit;

(C) Property Insurance coverage for all tools, materials, equipment and other items owned, borrowed or leased by Contractor shall be Contractor's responsibility. Owner shall not be responsible for such tools, materials, equipment and other items owned, borrowed or leased by Contractor. Owner shall not be responsible for equipment and materials to be installed at the Facilities by Contractor until such time that the equipment or materials are installed by Contractor and such installation is deemed substantially complete;

(D) Business automobile Liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit and covering for all owned, non-owned and hired vehicles and insuring, at a minimum, against loss, damage or liability for bodily injury, death and property (including cargo) damage;

(E) Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence and in the aggregate providing for excess coverage over the limits and coverage's prescribed

above in clauses (A), (B) and (D) above, which such policy shall be written on an occurrence basis;

(F) All insurance policies addressed in clauses (A), (C), (D) and (E) above shall be endorsed to name the following as additional insureds:

Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, volunteers, representatives, agents, contractors, licensees and successors.

All insurance policies required hereunder (i) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to Owner, (ii) shall provide for a waiver of rights of subrogation against the additional insured's on the part of the insurance carriers, (iii) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (iv) shall provide for no less than thirty (30) days advance written notice to Owner prior to cancellation, non-renewal or material modification.

Contractor shall deliver to Owner, prior to providing the Services under this Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to Owner by the aforementioned time, or if any of such policies are canceled, Owner shall have the right to terminate this Agreement immediately and/or deny Contractor access to the Project.

These insurance provisions are minimum requirements and shall not relieve Contractor of its indemnity, defense and hold harmless obligations.

If Contractor's insurance contains a deductible (or self-insured retention amount), Contractor shall disclose the amount, and be responsible for payment of any claim equal to or less than the deductible (or self-insured retention amount). Owner reserves the right to reject insurance policies with a deductible (or self-insured retention amount) in excess of \$15,000 for which adequate financial strength of the Contractor cannot be demonstrated to the satisfaction of Owner.

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against each other and any of their subcontractors, suppliers, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

§ 5.6 These insurance requirements are intended to satisfy the minimum insurance requirements required by Ind. Code § 5-16-13-10.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor in writing prior to Contractor commencing the Work required hereunder, and the Contractor has no other reasonably practicable way of obtaining the information, the Owner shall furnish surveys reasonably necessary for Contractor to complete the Work required by the Contract Documents, as well as a legal description of the site. Contractor shall be liable to Owner for any and all costs incurred by Owner in providing such surveys and information.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner’s own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction which result from the action or inaction of Contractor shall be borne by the Contractor. The Owner shall not be liable to the Contractor and/or any Subcontractor for claims or damages of any nature caused by or arising out of delays. Contractor’s sole remedy against Owner for delays shall be the allowance of additional time for completion of the Work.

§ 7.5 OWNER’S DETERMINATION THAT CONTRACTOR IS NOT RESPONSIBLE

If Owner makes a determination that Contractor or any lower tier contractor has violated §§ 8.3, 8.4, 8.13, or 8.14 of this agreement, pursuant to Ind. Code § 5-16-13-15 (b)(2) the Owner shall find that the Contractor is not responsible and shall determine for how long a period the Contractor was not responsible. In determining the length of time the Contractor was not responsible, the Owner shall take into consideration the severity of the violation.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements

and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor represents and confirms it is a Tier 1 Contractor as defined by Ind. Code § 5-16-13-4 (1). The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors (defined as Tier 2 contractors, Tier 3 contractors, or Lower tier contractors accordingly as defined by Ind. Code § 5-16-13-4 (2)-(4)) or suppliers for each portion of the Work. The Contractor shall not contract with any Tier 2 contractor, Tier 3 contractor, or Lower tier contractor or supplier to whom the Owner has made a timely and reasonable objection.

§ 8.3.3 Pursuant to Ind. Code § 5-16-13-9 the Contractor shall contribute to the project at least 15% of the total contract price as determined at the time of the award of contract. The Contractor may contribute in work performed by the Contractor's employees, materials supplied by the Contractor, services supplied by the Contractor's employees, or any combination of the above-mentioned contributions.

§ 8.4 LABOR AND MATERIALS; EMPLOYMENT REQUIREMENTS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.4.3 Pursuant to Ind. Code § 5-16-13-11(1) The Contractor affirms under penalties of perjury that Contractor does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. Additionally, the Contractor is not required to participate if Contractor is self-employed and does not employ any employees.

Contractor shall not knowingly employ or contract with an unauthorized alien, as that term is defined in 8 U.S.C. § 1324a(h)(3). Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

Prior to commencement of Work, Contractor shall provide Owner the E-Verify case verification number for each individual required to be verified pursuant to Ind. Code § 22-5-1.7.

Owner may terminate the Agreement for default if Contractor fails to cure a breach of this Section 8.4.3 no later than thirty (30) days after being notified by Owner of such breach.

§ 8.4.4 Contractor shall not pay cash to any individual employed by the Contractor for work done by the individual on the Work.

§ 8.4.5 Contractor shall be in compliance with and shall require any lower tier contractor to comply with the Fair Labor Standards Act of 1938, as amended.

§ 8.4.6 The Contractor shall and shall require any lower tier contractor to keep the payroll and related records ("payroll records") of the Contractor and any other tier of contractor for a period of three years after completion of the Work. The payroll records shall be available for inspection by the Indiana Department of Workforce Development at any time during this retention period.

§ 8.4.7 Contractor shall and shall require any lower tier contractors to be in compliance with all laws and regulations for workers compensation, workers occupational disease compensation and unemployment compensation as required by Ind. Code § 5-16-13-11 (4) and (5).

§ 8.4.8 Contractor shall and shall require any lower tier contractors to be in compliance with all laws and regulations for drug testing, including without limitation, Ind. Code § 4-13-18-1 through Ind. Code § 4-13-18-7, as required by Ind. Code § 5-16-13-11 (6).

§ 8.4.9 The Contractor shall and shall require any Tier 2 contractors to comply with the provisions of Ind. Code § 5-16-13-12 regarding access by employees to training or apprenticeship programs.

§ 8.5 WARRANTY

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; (3) Contractor shall comply with all requirements, specifications, directives and material handling and installation requirements of any and all material suppliers providing materials, systems and/or components for use in the Work, including all technical specifications, product guides, installation instructions and the like; (4) for a minimum of one year from the date of final completion and acceptance by the Owner of the Work, all labor and material shall be free of defects in workmanship and installation; (5) for a minimum of five years (or longer as provided by the applicable manufacturers) the materials, components and /or systems included in the Work shall be free from any and all defects, including defects in the installed product for fiber, backing and manufacturing; and (6) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain all construction/improvement permits and other permits, approvals, licenses and inspections necessary for proper execution and completion of the Work. Owner shall pay for any and all filing fees associated therewith.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

§ 8.13 MISCLASSIFICATION

The Contractor shall not misclassify workers employed by the Contractor. If Owner suspects misclassification of one or more workers employed by Contractor or by any lower tier contractor, the Owner may request, pursuant to Ind. Code § 5-16-13-14, that the Indiana Department of Workforce Development investigate the suspected worker misclassification. The Indiana Department of Workforce Development may refer the matter to the appropriate agency or official upon a finding that worker misclassification has occurred based on a review of information and/or records submitted to the Department by the Owner.

§ 8.14 STATUTORY VIOLATIONS

§ 8.14.1 The Owner is required to report pursuant to Ind. Code § 5-16-13-15 (b) (1) the following suspected statutory violations by the Contractor or any lower tier contractor to the appropriate agency: 1) Suspected violations by the Contractor of the E-Verify provisions of this contract shall be reported to the Indiana Department of Labor, 2) Suspected violations of the state minimum wage law or the Fair Labor Standards Act of 1938, as amended, shall be reported to the Indiana Department of Labor, 3) Suspected violations by the Contractor or lower tier contractors of the worker's compensation or occupational diseases statutes shall be reported to the Worker's Compensation Board of Indiana; and 4) Suspected violations by the Contractor or lower tier contractors of the unemployment insurance statutes shall be reported to the Indiana Department of Workforce Development.

§ 8.14.2 For violations other than those listed in **§ 8.14.1** above, the Owner shall notify the Contractor of any suspected violations or breaches of state law as required by Ind. Code § 5-16-13-15 (b)(2). The notification shall be signed by the chief executive officer of the Owner and shall be sent by a method that enables the Owner to verify receipt of the notice. The Contractor shall have 30 days after notice is received to remedy the violation or breach. The Contractor may continue work during the 30-day remedy period.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing.

§ 10.2 The Owner will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values, if any, stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests, and Contractor shall, as a condition precedent to Owner's obligation to make any payment to Contractor, tender to Owner written and signed, verified partial waivers of all liens and claims with each application for payment, executed by, Contractor and Contractor's subcontractors and material suppliers on the form provided by Owner.

§ 12.3 CERTIFICATES FOR PAYMENT

The Owner will, within seven days after receipt of the Contractor's Application for Payment, either issue a Certificate for Payment for such amount as Owner determines is properly due, or notify the Contractor of the Owner's reasons for withholding approval in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After Owner has issued a Certificate for Payment, payment shall be made in the manner provided in the Contract Documents; provided, however, that Owner may tender payment to Contractor without issuing a Certificate for Payment and such tender of payment shall not eliminate Contractor's obligation to submit Applications for Payment for future payment requests as provided in paragraphs 12.2.1 and 12.2.2.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier.

§ 12.4.3 The Owner shall not have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete it shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receiving notice from Contractor that the Work is complete, Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, it will promptly issue final payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the State of Indiana.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Owner, without justification, fails to make payment as provided in Section 12.4.1, the Contractor may, upon thirty (30) days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed through the date of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.2.5 Nothing contained in this Agreement shall limit in any manner any and all rights or remedies otherwise available to Owner by reason of a default by Contractor under this Agreement, including, without limitation, the right to seek full reimbursement from Contractor for all costs and expenses incurred or to be incurred by Owner by reason of Contractor's default hereunder and which Owner would not have otherwise incurred if Contractor had not defaulted hereunder. Contractor shall not under any circumstances be compensated for lost anticipated profits or costs resulting from the termination.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed through the date of such termination.

ARTICLE 17 OTHER TERMS AND CONDITIONS

§17.1 Equal Opportunity/Non-Discrimination. The Contractor and the Contractor's Subcontractors shall not discriminate against an employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination. Further, pursuant to Ind. Code § 5-16-6-1, Contractor understands and agrees:

- (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- (c) That there may be deducted from the amount payable to the contractor by the state of Indiana or by any municipal corporation thereof, under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- (d) That this contract may be cancelled or terminated by the state of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

§17.2 Investment Verification Requirements Of Ind. Code § 5-22-16.5-13. Pursuant to Ind. Code § 5-22-16.5-13(b), Contractor certifies that Contractor is not engaged in any investment activities in Iran.

§17.3 Records. Contractor shall maintain complete and accurate records of all documents associated with providing the Services under this Agreement. All such records shall be available for inspection and audit by Owner, its designee, or the Indiana State Board of Accounts. Failure to maintain accurate records and valid licenses, registrations, certifications, or insurance shall constitute breach of this Agreement and may result in termination of the Agreement.

§17.4 Laws, Rules, and Regulations. In performing the Work, Contractor warrants that it has knowledge of, understands, and shall comply with all applicable federal, state, and local laws and regulations, including without limitation, those laws and regulations relating to public works, environment, health, safety, and welfare, discrimination in employment, conflicts of interest, and accounting records and requirements. SHOULD ANY APPLICABLE LAW OR REGULATION CHANGE DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE VERSION OF SUCH LAW OR REGULATION IN FORCE AT THE TIME THE SERVICES ARE PROVIDED UNDER THIS AGREEMENT.

§17.5 Permits and Licenses. Contractor and any of its approved sub-contractors shall obtain and keep in effect all permits, licenses, registrations, insurance certificates, and other certificates or approvals required for every aspect of the Work performed under this Agreement. At the request of Owner, Contractor shall provide Owner with copies of all licenses, permits, registrations, insurance certificates, and other certificates and approvals related to performing the Work described under this Agreement. Contractor and any of its employees and subcontractors will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws or regulations governing the Work to be provided by Contractor pursuant to this Agreement. Owner shall not be required to reimburse Contractor for any

services performed when Contractor or its employees, contractors or subcontractors are not in compliance with such applicable standards, laws or regulations. Contractor shall give Owner immediate verbal and written notice of any revocation or cancellation of any required license, permit, registration, and insurance certificate or approval. If the Contractor is a foreign (out-of-state) entity, it shall be required to furnish a certificate from the Secretary of State of Indiana showing that the entity is registered and authorized to transact business in the State of Indiana.

§17.6 Records; Audit. Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Contractor shall also maintain the financial information and data used by Contractor in the submission or preparation of any cost submission, statement or summary submitted to Owner or any funding agency. Owner shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine, inspect, audit, and copy directly pertinent books, documents, papers and records of Contractor involving any transaction related to this Agreement. The periods of access and examination as described herein shall continue until any disputes, claims, or litigation arising out of the performance of this Agreement has been resolved.

§17.7 Non-Appropriation. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Owner are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Owner shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding.

§ 17.8 Right to Delay or Suspension of Work. Owner may, at any time and for any reason, direct Contractor to delay or suspend the Work under this Agreement for a period of time. Such direction shall specify the period during which the Work is to be stopped. If Owner directs Contractor to delay or suspend the Work for a reason other than necessity arising by reason of any act or omission of Contractor or Contractors subcontractors or material suppliers, or any of their respective agents or employees, Contractor shall be entitled only to payment of that portion of total compensation that therefore has not been paid to Contractor to the date of such suspension on account of the Work actually and satisfactorily performed by it prior to such delay or suspension. Contractor shall resume the Work upon the date specified in such direction or upon such other date as Owner may thereafter specify upon reasonable notice to Contractor.

§ 17.9 Limitation of Liability.

§ 17.9.1 Owner shall not, under any circumstances, be liable for any damages (whether foreseen, unforeseen, actual, consequential, or otherwise) suffered by the Contractor, its agents, or subcontractors (or anyone else for whom the Contractor may be liable) arising from or in connection with any injury or damage suffered while on or around the Project site or any portion thereof.

§ 17.9.2 Notwithstanding anything to the contrary contained elsewhere in this Agreement, in no event shall the Contractor or any subcontractors or material suppliers claim or receive any consequential or other special damages, or lost profits on account of any claim submitted in connection with this Agreement, including, without limitation, expenses arising from Owner's performance or nonperformance of the terms of this Agreement, or otherwise, or claim damages for delay for any reason, for which the exclusive and sole remedy shall be an extension of the time for completion of the services, if such is warranted and permitted by Owner.

§ 17.10 Mechanics Liens. Contractor will pay when due all claims for services, material or labor incurred at Contractor's request in the performance of this Contract. To the fullest extent permitted by law, Contractor will indemnify, defend and hold harmless owner and the Project from and against any and all mechanics' liens or stop notices of any kind or character whatsoever that may be recorded, filed or served with respect to the Project by Contractor or Contractor's Subcontractors or material suppliers arising out of or in any manner connected with the performance of this Contract or any subcontract made pursuant to or in connection with the performance of this Contract. Contractor will, at its own expense, defend any and all actions based upon such mechanics' liens or stop notices and will pay all charges of attorneys and all costs and other expenses arising therefrom. If Contractor fails to defend any such action to Owner is a party, Owner may defend itself with counsel of its choice, and Contractor will indemnify Owner from and against all costs and fees incurred by Owner in such action. If any such lien or stop notice is recorded or served with respect to the Project or Contractor's Subcontractors or material suppliers arising out of or in any manner connected with the performance of this Contract, Contractor will, at its sole cost and expense, immediately record or file, or cause to be recorded or filed, in the office of the appropriate public official in which such lien or stop notice was recorded, or with

person(s) on whom such notice was served, a bond executed by a good and sufficient surety, and approved by Owner, in a sum equal to two (2) times the amount of such lien or stop notice, which bond will guarantee the payment of any amounts that Contractor's subcontractors or material suppliers may recover on the lien or stop notice together with any attorneys' fees and costs of suit in the action, if any, that such Subcontractors or material suppliers may recover therein.

§17.11 Non-Collusion. Except with the Owner's knowledge and consent, the Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Contractor's professional judgment with respect to this Project. Contractor represents and warrants that no officer, director, employee or agent of Owner has been or will be employed, retained or paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from Contractor or any of Contractor's directors, officers, employees or agents in connection with the obtaining, arranging or negotiation of this Agreement. Both parties agree that the consideration to be paid by Owner under this Agreement represents fair and reasonable consideration relative to the value of work to be provided by Contractor to Owner.

§17.12 Identification of Tier Contractors. The Contractor understands and agrees that the terms and conditions of Ind. Code § 5-16-13 are made a part hereof and incorporated herein by reference and that Contractor shall conform in all respects to such provisions and further represents and confirms it is a Tier 1 Contractor as defined by Ind. Code § 5-16-13-4 (1). The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors (defined as Tier 2 contractors, Tier 3 contractors, or Lower tier contractors accordingly as defined by Ind. Code § 5-16-13-4 (2)-(4)) and material and equipment suppliers for each portion of the Work. The Contractor shall not contract with any Tier 2 contractor, Tier 3 contractor, or Lower tier contractor or supplier to whom the Owner has made a timely and reasonable objection.

§ 17.13 Drug Testing – Compliance with all Laws and Regulations. Contractor shall and shall require any lower tier contractors to be in compliance with all laws and regulations for drug testing, including without limitation, Ind. Code § 4-13-18-1 through Ind. Code § 4-13-18-7, as required by Ind. Code § 5-16-13-11 (6). Further, pursuant to Ind. Code § 4-13-18-7, Contractor understands and agrees that:

- (1) That the Contractor shall implement its employee drug testing program described in the contractor's plan.
- (2) Owner shall terminate this Contract if Contractor:
 - (A) fails to implement its employee drug testing program during the term of the contract;
 - (B) fails to provide information regarding implementation of the Contractor's employee drug testing program at the request of the Owner; or
 - (C) provides to the Owner false information regarding the Contractor's employee drug testing program.

§ 17.14 Use of Domestic Steel Products.

§17.14.1 Pursuant to Indiana Code §5-16-8, if any steel or foundry products are to be used or supplied in the performance of the Work under this contract and/or any subcontract entered into by Contractor in furtherance of the performance of the Work, only steel or foundry products made in the United States shall be used or supplied in the performance of the Work under this contract and any subcontracts, unless Owner determines, in writing, that the cost of steel or foundry products is considered to be unreasonable. As defined in Indiana Code §5-16-8-1, "steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process and "foundry products" means products cast from ferrous and nonferrous metals by foundries in the United States.

§ 17.14.2 For purposes of the preceding paragraph, the price of any steel or foundry products of domestic (United States) origin is not considered unreasonable if the price does not exceed the sum of:

- (1) the bid or offered price of like steel or foundry products of foreign origin (including any applicable duty); plus
- (2) a differential of fifteen percent (15%) of the bid or offered price of the steel or foundry products of foreign origin.

§17.14.3 In furtherance of this section 17.14, Contractor shall provide to Owner, to Owner's reasonable satisfaction verifiable evidence of the applicable comparative pricing of domestic and foreign steel products which will be used in completion of the Work.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

«Gregory A. Hill, Sr.»

«Chief Executive Officer »

(Printed name and title)

CONTRACTOR- *(Signature)*

(Printed name and title)

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