City of Gary, Landscaping Specs, July 2015

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Note: italicized listings are not yet included in draft.

1. Part I – Scope of Services

Article One- Description of Work

This project consists of preparing parcels for interim or long term green infrastructure reuse by landscaping, including repairing or final grading of soil, securing all necessary permits (building, soil erosion and any other required permits by Local, State or Federal government), and maintenance of plantings for three years from the date of site completion and turnover to the DEPARTMENT OF DEVELOPMENT.

The CONTRACTOR shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the complete site preparation and supplemental work as required to meet the specifications herein of all structures listed in the contract documents. The REDEVELOPMENT COMMISSION reserves the right, without invalidating the agreement, to increase or decrease the work by adding and/or deleting any or all items from the Scope of Work. The contractor is SOLELY RESPONSIBLE for contacting [811] two working days prior to any excavation.

It is expressly understood and agreed that the legal description, common address, photographs and other information relating to each structure are located in the files of the City of Gary, REDEVELOPMENT COMMISSION (Local Public Agency). It is expressly understood that in the event that a question arises relative to the exact location of a site to be landscaped, the CONTRACTOR shall immediately, prior to commencement of the work, inform the REDEVELOPMENT COMMISSION of the discrepancy; and obtain from the REDEVELOPMENT COMMISSION a determination and description of the correct site.

Award of the Bid is subject to approval of the bidding CONTRACTOR by the Indiana Housing and Community Development Authority. The Bidder agrees to furnish all records and reports required for compliance with Federal Regulations for this bid and contract.

Article Two – Term of Performance

The work which the CONTRACTOR is required to perform under this Contract, shall commence at the time stipulated by the REDEVELOPMENT COMMISSION in the "Notice to Proceed" to the CONTRACTOR. The project shall be fully completed within 20 days of the date of issuance of "Notice to Proceed" by the REDEVELOPMENT COMMISSION. All work must be completed in accordance with the schedule, approved by the REDEVELOPMENT COMMISSION. Updated schedules for each property must be provided a minimum of 48 hours in advance of landscaping work. If the contract is not completed within the contract time set out in the bid documents, $50 of the Contract Bid will be assessed as liquidated damages, not as penalty, but as damages sustained for each calendar day that each structure remains unfinished beyond the Completion Date required by the Contract Documents.

Article Three - Changes in the Work

The REDEVELOPMENT COMMISSION, without invalidating this AGREEMENT, may order extra work or make changes by altering, adding to, or deducting from the work. The contract sum shall be adjusted

accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

If during the course of its performance of the work, the CONTRACTOR encounters any unforeseen or unusual circumstance or condition which may warrant a Change Order or deviation in the work to be performed or the process or procedure to be undertaken, the CONTRACTOR shall immediately HALT the work; and notify the REDEVELOPMENT COMMISSION.

(Examples of such unforeseen or unusual circumstances shall include, but shall not be limited to: Additional trash or debris dumped on the site subsequent to date quotation that was submitted; discovery of additional asbestos or assumed ACM (asbestos containing material), and any change in the condition of the site to be landscaped.)

Work shall not be resumed until written "Notice to Resume" is received by the CONTRACTOR from the REDEVELOPMENT COMMISSION. No payments will be made for unauthorized services performed in relation to the Contract. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories on the Contract.

The value of any such extra work or changes shall be determined by the submission of an estimate of said work in lump sum by the CONTRACTOR to a representative of the REDEVELOPMENT COMMISSION. Said estimates shall be submitted for review and final decision by the REDEVELOPMENT COMMISSION, whose decision shall be final as to the value of the proposed changes.

Article Four – Contract Documents

The Contract documents consist of this AGREEMENT, General Provisions of the Contract, supplementary conditions where applicable, and any written modification thereof incorporated into these documents before their execution. The contract documents are complementary, and what is called for by any one shall be as binding, as if called for by all. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which when so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

Article Five – The Importance of Local Participation

It is important that this contract include a maximum level of local participation in the form of operating partners, subcontractors, suppliers and others from the local community who will meaningfully participate in the long-term success of providing and/or performing the product(s) and/or service(s) specified herein.

Accordingly, the City will look at the bidder's creative ideas and initiatives in developing existing business opportunities that can be enhanced and new ones that can be developed, particularly within the MBE/WBE Program if applicable. In that spirit, there is room for potential hiring and growth within and for the local business community.

Article Six – Specifications

Section A. Obtaining a "Notice to Proceed"

The CONTRACTOR shall obtain a Notice to Proceed from the REDEVELOPMENT COMMISSION for each property itemized in Attachment I, entitled Scope of Services, prior to the commencement of any work or services under the agreement. Parties agree that the DEPARTMENT shall not be liable for payment to the CONTRACTOR for any work commenced on property itemized unless a Notice to Proceed has been obtained by the CONTRACTOR for the said property.

Section B. Permits

The Contractor shall be responsible for obtaining all permits for the project. The Contractor shall be responsible for obtaining all necessary permits, licenses and consents of any kind from any federal, state, or local governmental or quasi-governmental authorities for the performance of the Work, and shall give all notices required by law. The charge or fee for any permit, license or consent required for the performance of the Work shall be assumed by the Contractor. Contractor shall be fully responsible for knowledge and possession of all permits required.

Section C. Governmental Notifications

The CONTRACTOR acknowledges and agrees that commencement of work prior to receipt of a Notice to Proceed from the REDEVELOPMENT COMMISSION will result in an automatic forfeiture of one half (1/2) of the bid price and CONTRACTOR is solely responsible for any and all fines imposed by IDEM as a result.

Section D. IDEM Rules and Regulations

In addition to procedures required in this AGREEMENT, the CONTRACTOR shall comply with all rules and regulations of the Indiana Department of Environmental Management (IDEM). Violation of any IDEM rule shall constitute a violation and be in default under this AGREEMENT.

Section E. IDEM & Other Violations

The CONTRACTOR expressly agrees to indemnify and hold the REDEVELOPMENT COMMISSION harmless from and against any and all penalties which the Commissioner of the Indiana Department of Environmental Management, or agency, may assess against the REDEVELOPMENT COMMISSION for any violation resulting from, arising out of, or in connection with the services to be provided by the CONTRACTOR under this AGREEMENT or for the acts or omissions of the CONTRACTOR in the performance of this AGREEMENT.

Section F. Waste Management Plan

The CONTRACTOR shall prepare a Waste Management Plan and supply the plan to the REDEVELOPMENT COMMISSION for approval. Approval must be obtained prior to commencing any mobilization activities. The Waste Management Plan must demonstrate the CONTRACTOR's methods and procedures for waste diversion emphasizing reuse and recycling. The CONTRACTOR shall identify anticipated waste streams.

The Waste Management Plan should:

- identify all waste streams;
- explain how each waste stream will be dealt with safely and legally;
- provide a list of all records that will be generated under the plan and a plan for how those records will be saved;
- detail how materials are to be salvaged or recycled when economically feasible; first prioritizing reuse and then recycling;
- provide a waste disposal plan that clearly explains how waste will be transported and by whom with any special considerations included; and
- provide a map describing temporary staging of materials and a discussion of containment procedures for removal and decontamination.

Section G. Signage

The CONTRACTOR agrees to post a copy of the permit at the site for the duration of the project.

Section H. Work Commencement

The CONTRACTOR acknowledges and agrees that commencement of work prior to receipt of a "Notice to Proceed" from the REDEVELOPMENT COMMISSION will result in an automatic forfeiture of one half (1/2) of the bid price and the CONTRACTOR is solely responsible for any and all fines imposed by Indiana Department of Environmental Management (IDEM) as a result.

Parties agree that the CONTRACTOR indemnifies and holds the REDEVELOPMENT COMMISSION and the CITY OF GARY harmless for any and all work commenced prior to obtaining a "Notice to Proceed" from the REDEVELOPMENT COMMISSION.

Section I. Discovery and Removal of Asbestos Containing Materials

If ACM is encountered during site activities, the CONTRACTOR shall stop work immediately and notify the REDEVELOPMENT COMMISSION, who will coordinate removal.

All abatement activities must be conducted in accordance with requirements set forth by Federal, State and Local Regulations. The CONTRACTOR shall indemnify and hold the CITY of GARY and REDEVELOPMENT COMMISSION harmless for any fine or fee assessed by a regulatory agency and/or if the CONTRACTOR fails to abide and comply with the permitting process, obtaining permits, and/or regulations.

Section J. Utilities and Existing Infrastructure

The CONTRACTOR shall take all necessary precautions to prevent damage of pipes, conduits and other underground structures and public utilities, and shall carefully protect from damage all land monuments and property markers until an authorized agent has referenced their locations, as authorized by the REDEVELOPMENT COMMISSION. CONTRACTOR shall obtain all necessary permits prior to commencing the Work.

Section K. Fugitive Dust Control

The CONTRACTOR shall control dust at all times, including nonworking periods. All areas disturbed by site activities (structures, debris, soils,) should be sprayed and thoroughly wetted with water. All site activities shall be conducted using methods that minimize the generation of dust.

The CONTRACTOR must vent airborne dust from dispersing into the atmosphere and impacting surrounding property. The CONTRACTOR shall maintain adequate water supply. This may require a water tank truck if insufficient water is available on site. Equipment used to apply water shall, at a minimum, consist of a tank, a spray bar and a gauge-equipped pump.

Section L. Tree Protection

It shall be the responsibility of the CONTRACTOR to protect all trees of a diameter of 4" or greater. If such trees are damaged, the CONTRACTOR shall replace damaged tree if directed by the REDEVELOPMENT COMMISSION. If the CONTRACTOR uproots any tree, he/she shall be responsible for the removal and disposal of tree stumps. No tree stumps may be left on the site.

Section M. Site Cleanliness

Each parcel shall be left clean and free of all debris, rubbish, refuse, trash or any other foreign materials. Each parcel shall be left in a condition satisfactory to the REDEVELOPMENT COMMISSION, and individual inspection and acceptance will be made for each site.

Section N. Backfill and Fill

CONTRACTOR shall be responsible for removal of all excavated materials not meeting requirements for subsoil materials and topsoil materials from site.

The CONTRACTOR agrees that no material from a deconstructed or demolished site shall be used as backfill material on any site within the CITY OF GARY, except as specifically indicated in this section. The CONTRACTOR shall provide backfill materials (including clean fill) at his/her own expense. For approved fill material, notify the REDEVELOPMENT COMMISSION in advance of the intention to import material, its location and the source's name, address, and telephone number. The CONTRACTOR must provide receipts and analytical data or certification from the source documenting that all off-site materials to be used as backfill or fill is uncontaminated, in accordance with the following specifications:

Laboratory analysis will be conducted on the general fill and topsoil to be used for the placement at residential sites. At a minimum, the source fill material should be sampled and analyzed for Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), pesticides, polychlorinated biphenyls (PCBs), RCRA metals, and pH. Additional analysis such as asbestos or radiological testing may be required based on the prior use of the fill source or state specific testing requirements. The number of samples will depend on the volume of fill being used from each source location. The source location will be surveyed and sampled at a frequency of one sample per cubic yard. Laboratory analytical results and photographs of the sample locations will be included as an attachment to the source report discussed in

Contractor Required Submittals.

CONTRACTOR will furnish subsoil, compost, and topsoil material from a single source per material throughout the work.

CONTRACTOR will perform work in accordance with federal, state, and local environmental regulations.

All imported soil and topsoil shall meet applicable state or local residential and ground water protection criteria.

CONTRACTOR shall:

- Remove debris, snow, ice, water, soft soils, organic materials, or frozen ground from areas to be backfilled.
- Provide effective dust control by sprinkling water, using calcium chloride or other dust suppressants, or using another approved method. Employ dust control sufficient to prevent visible emissions.
- Proof roll to identify soft spots in subgrade. Backfill with subsoil and compact to density equal to or greater than requirement for subsequent fill material.

Section N.1. Required Materials

The CONTRACTOR is required to provide the following types of materials as part of the project. All excavated materials not meeting requirements for subsoil materials and topsoil materials should be removed by the CONTRACTOR from the site. See 'Placement of Fill' for information on how each material is to be placed.

1. Subsoil Materials (General Fill Sand)
    - Sand shall be sourced from a virgin quarry or from a borrow source.
    - Graded.
    - Conforming to ASTM D2487 Group Symbol SP.
    - Free of lumps larger than 3 inches, rocks larger than 2 inches, and debris (including any construction or demolition rubble, or other man made items).
    - Less than 5 percent silt, day, or rock material by dry weight.

2. Topsoil Materials
    - Topsoil shall be sourced from a clean borrow source or supplier.
    - Friable Sandy Loam that can be pulverized under normal hand pressure.
    - Sandy Clay Loams with the lowest possible clay proportion may also be acceptable.
    - Conforming to ASTM D2487 Group Symbol SM.
    - Free of roots, rocks larger than 1/2-inch, subsoil, debris, large weeds and foreign matter (including any construction rubble, or other manmade items).
    - Screening: Single screened.
    - Acidity range (pH) of 5.5 to 7.5.
    - Containing minimum of 4 percent and maximum of 2 percent organic matter.

Section N.2. Contractor Required Submittals

CONTRACTOR shall submit the following in advance of backfilling site:

- Materials Source Report prepared by an Environmental Professional for imported general fill, compost, and topsoil materials: The report at a minimum must define the location, volume, and current and historic uses of the fill source material to determine if the potential for any soil contamination is present.
- A certified Environmental Testing Laboratory shall perform analysis of samples collected by an Environmental Professional and the data must be tabulated and compared to the applicable residential state cleanup standards. The results of this comparison shall be submitted in writing to the REDEVELOPMENT COMMISSION.
    - General Fill material based on the prior use of the general fill and at a frequency of one sample per 20 cubic yards.
    - Compost at a frequency of one per 20 cubic yards.
    - Topsoil at a frequency of one per 20 cubic yards.
- Manufacturer's Certificate: Certify soils/fill/compost meet or exceed specified requirements.

Section N.3. Placement of Fill

CONTRACTOR shall:

- Cut out soft areas of subgrade not capable of compaction in place. Backfill with subsoil material and compact to density equal to or greater than requirements for subsequent fill material.
- Compact existing subgrade to 95 percent density to prevent subsequent backfill materials from settling.
- Scarify subgrade surface to a depth of 3 inches.
- Never compact, place fill, or perform deep tilling under the drip line of trees to be saved.
- Existing compacted urban fill areas shall be tilled to a minimum depth of 4 inches before the addition of compost and topsoil.

Section N.4. Compaction of Subsoil

CONTRACTOR shall:

- Apply uncontaminated water as necessary during compaction to obtain specified density. If material to be compacted is excessively moist, aerate with suitable equipment and methods until the moisture content is corrected. In areas not accessible to rolling equipment, compact material to specified density with mechanical tampers.
- Not direct jets of water at fill with such force that finer materials will be washed away or larger structures will be broken down.
- Use Compaction Equipment whose type, size, and efficiency of compaction shall be capable of achieving specified degree of compaction. When operating equipment adjacent to structures, the CONTRACTOR shall exercise care so as not to cause damage or displacement of the structure.
- Upon completion of backfilling, remove excess material and debris from work areas and travel routes.

- If subsoil lifts are subject to vehicular traffic, reshape and re-compact fills to ensure consistent compaction across the area.

Section N.5. Subsoil Backfilling

Contractor shall:

- Backfill areas to contours and elevations with unfrozen materials.
- Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- Place subsoil material in equal continuous layers not exceeding 6 inches of compacted depth.
- The surface of previously completed lifts shall be scarified and/or moistened by sprinkling, as required, to ensure that a proper bond is achieved with the subsequent lift of subsoil. Maintain optimum moisture content of subsoil materials in order to attain required compaction density and to ensure there is no visible dust and no visible water.
- Make gradual grade changes. Blend slope into level areas.
- Employ placement method that does not disturb or damage other work
- Slope grade away from nearby structures a minimum 2 inches per 10 feet, unless noted otherwise.
    - Make gradual grade changes. Blend slope into level areas.
    - Remove surplus subsoil materials from the site.

Section N.6. Applying Compost

- Use low ground-contact pressure equipment for spreading compost to ensure stormwater infiltration. A method to meet this requirement may include using manual labor with wheelbarrows and shovels. In no case may the equipment used be larger than a skid steer.
- Compost shall be uniformly applied over the planting area at an average depth of 1 to 2 inches.
    - The landscape architect or engineer shall specify the final compost inclusion rate depending upon soil conditions and quality, plant tolerances, and producer's recommendations. The use of stable, nutrient rich composts will reduce initial fertilizer requirements by the amount of available nutrients in the compost.
    - The landscape architect or engineer shall limit the application of nitrogen and phosphorous in the compost recommendations.
- Incorporate uniformly to a depth of 4 to 6 inches using ripping tools or other appropriate equipment to help prevent re-consolidation of tilled soil. Do not use rotary tillers.
- Never compact, place fill, or perform deep tilling under the drip line of trees to be saved.
- Pre-plant fertilizer and pH adjusting agents (e.g., lime and sulfur) may be applied in conjunction with compost incorporation, as necessary.

Section N.7. Placing Topsoil

Contractor shall:

- Place topsoil during dry weather and on dry unfrozen subgrade.
- Apply topsoil at an average settled depth of 6 inches over excavated areas following application of compost.

- For areas outside of the extents of excavation, apply sufficient topsoil as needed to fill voids and depressions and to ensure successful plant growth.
- Topsoil must be free of pulverized building materials and construction debris.
- Remove vegetative material and foreign non-organic material from topsoil while spreading.
- Topsoil shall contain minimum of 4 percent and maximum of 25 percent organic matter.
- Grade topsoil to eliminate rough, low, or soft areas, and to ensure positive drainage.
- Use a RockHound, Harley, or similar landscape rake to make final topsoil surface smooth. The soil surface shall also be reasonably free of large clods, roots, stones greater than 2 inches, and other material which will interfere with planting and subsequent site maintenance. Do not compact surface prior to seeding. Minor surface irregularities, divots, and dents may remain in order to capture rainfall.
- Topsoil shall not be heavily compacted. Use light-weight tractor for final grading to ensure topsoil does not become compacted.
- During placement near plant material, buildings, and pavement, use manual methods to prevent damage.

Section N.8. Protection of Finished Work

Contractor shall:

- Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- Not re-compact the site while top dressing.
- If informed to do so by the REDEVELOPMENT COMMISSION, immediately seed and provide erosion control matting according to REDEVELOPMENT COMMISSION specifications.
- Prohibit traffic from landscaped areas, using temporary fencing as needed.
- Reshape and re--compact fills subjected to vehicular traffic.

Section N.9. Restrictions

Contractor shall:

- Not perform excavation, grading, or compaction when weather conditions or the condition of the materials are such that work cannot be performed satisfactorily.
- After occurrence of heavy rains, not operate equipment in active earthwork areas until the material has dried sufficiently to prevent occurrence of excessive rutting.
- Keep excavations free of water and protect from freezing using tarpaulins, straw, or heating devices when necessary.
- Protect plant life, lawns, rock outcroppings and other features remaining as portion of final landscaping through the use of colored markings, temporary fencing, or other means as deemed appropriate by the contractor.
- Not disturb soil within the branch spread of trees or shrubs that are to remain. If excavating through roots, excavate by hand and cut roots with sharp axe or saw. Seal cuts with approved tree wound dressing.
- Compact each layer before placing succeeding layers to the density specified in the ‘Compaction of Subsoil’ and ‘Subsoil Backfilling’ sections, or the alternate density specified by the REDEVELOPMENT COMMISSION.

- Employ placement method that does not disturb or damage other work. Do not dump directly against installations. The contractor shall be required to maintain site cleanliness during all backfill operations.

Section O. Grading and Green Infrastructure Installation

Bidders shall thoroughly examine and be familiar with the Drawings and Specifications, supplied in the appendix. The failure or omission of any bidder to receive or examine any forms, documents, or to visit the site and acquaint himself with conditions shall in no way relieve any bidder from obligation with respect to his bid.

The drawings and specifications are to augment each other, and are to be considered as one. Any item mentioned in one and not in the other, or shown on one of the drawings and not on the other, is to be furnished and done. The general character of the detail work is shown on the drawings and the contractor shall not give out any part of the work until the details of the same have been approved where such are not presented herewith.

Installations are to be built according to the attached design plans unless otherwise approved by the City of Gary in writing. The City of Gary will consider amendments to the design plans only for elements of the existing plans that Landscape Contractor deems to be infeasible (a brief explanation is required for each element) for reasons including but not limited to project timeline, budget, or availability of materials.

In areas where no new backfill is conducted and no green infrastructure features are to be installed, final grades shall be in accordance with the following requirements:

- Perform work in accordance with federal, state, and local environmental regulations.
- Contractor shall place subsoil, compost and topsoil in accordance with the 'Backfill and Fill' specification above.
- Ensure top surface of Topsoil Placement is plus or minus 1 inch from existing adjacent elevations.
- Perform laboratory material tests in accordance with the ‘Backfill and Fill’ specifications above.
- Contractor shall compact subgrade and subsoil in accordance with the 'Backfill and Fill' specification.
- Contractor's independent testing firm will perform in-place compaction tests in accordance with the 'Backfill and Fill' specification.
- Slope grade away from structures a minimum of 2 inches vertically per 10 feet horizontally.
- Make grade changes gradual. Blend slope into level areas. Grade to promote positive drainage.
- Use fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of subgrade, leaving surface relatively smooth and capable of draining, and sloped to avoid directing water to adjacent right-of-ways.
- Prevent ponding of water in all active work areas.
- Repair or replace items indicated to remain that are damaged by excavation or filling.
- Protect plant life, lawns, and other features remaining as portion of final landscaping.

- Prohibit traffic over topsoil.
- Provide effective dust control that does not interfere with the establishment of a vegetative cover by sprinkling water or using other approved methods. Employ dust control sufficient to prevent fugitive dust emissions.
- When it is necessary to haul soft or wet soil material over roadways, use vehicles that can contain these materials without spillage. Immediately clear away spillage or tracking of materials on roadways caused by hauling.

Section P. Soil Stabilization and Seeding

The Indiana Department of Natural Resources Coastal Program- approved Native Plants for Redevelopment Landscaping for the Gary, Indiana region are included in Appendix 5. All plants and seed mixes used must be selected from those included on this list, or from an alternate specified by the REDEVELOPMENT COMMISSION.

Section P.1. Contractor Required Submittals

- The CONTRACTOR shall develop a Work Plan for soil stabilization and seeding and it shall include a section for seeding and erosion control that works in conjunction with the 'Grading' and 'Backfill and Fill' bid specifications. The plan should focus on strategies to minimize the amount of maintenance required after installation while achieving the desired cover of vegetation and preventing erosion and sedimentation. The plan should include, but not be limited to, the following:
    1. Product data including seed mixtures and fertilizers for the site and adjacent areas and application rates.
    2. Planting plan, which specifies the required time of year for planting such mixtures.
    3. Methods of preparing seedbed, seeding, and rolling seeded areas.
    4. Methods to provide erosion control until seed is placed and vegetation is established (i.e., use of any or a combination of straw matting, emulsifiers, tackifiers, adhesives, and nurse crop seed).
- Seed Certificates: Submit certificates from seed vendors for seed mixture required, stating botanical and common name, percentage by weight and percentages of purity, germination, and weed seed for each species.
- Plant Certificates: Submit certificates for planting containers for plants required, stating botanical names and common name, and planting instructions.
- Operation and Maintenance: Include maintenance instructions, seasonal pruning or cutting methods for grasses, maximum blade height; types, application frequency, and recommended coverage of fertilizer.

Section P.2. Quality Assurance

Seed Supplier shall:

- Be a company with documented experience specializing in manufacturing local products specified in this section.
- Deliver grass seed mixture in original sealed containers bearing seed supplier's label and certificate indicating the content of species, grade, and mass. Seed in damaged packaging is not acceptable.

- Label containers showing:
    1. Analysis of seed mixture.
    2. Percentage of pure seed.
    3. Percentage of weeds.
    4. Year of production.
    5. Net weight.
    6. Date when tagged and location.
    7. Percentage germination.
    8. Name and address of distributor.
- Deliver plants in flats showing suppliers label and certificate indicating content of species.
- Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

CONTRACTOR shall:

- Remove from the site seed that has become wet, moldy, or otherwise damaged in transit or storage.
- Store seed in weatherproof enclosures.
- Store materials in accordance with manufacturer's instructions and in a manner to prevent damage or deterioration.

Section P.3. Required Materials

The Contractor is required to provide the following types of materials as part of the project:

- Subsoil, compost, mulch, and topsoil fill as specified in the 'Backfill and Fill' specification.
- Native Seed: Fresh, clean, new-crop seed obtained from an approved seed house and harvested during the previous year with minimum germination of 70 percent and minimum purity of 85 percent. Preference should be given to drought-resistant and low- maintenance seed mixtures and plants. Native seed mixture shall be tailored to match the local region and climate, while achieving the goals of this specification to require minimal maintenance and help prevent erosion.
    - SEED MIX
    - Seed mixture shall be developed in consultation with one of the following resources:
        1. State Department of Agriculture.
        2. Soil and Water Conservation Districts.
        3. Land Grant Universities and Cooperative Extension Services.
        4. City Arborist.
        5. Reputable local greenhouse or nursery.
- Weed Seed Content: Not more than 0.25 percent and free of noxious weeds.
- Plant List: Native plants shall be selected to match the local region and climate, including the amount of daily sunlight and shade. The plant list shall indicate the plants that are designated for general landscaping, rain gardens, or bioswales, as included in the 'Grading and Green Infrastructure Installation' bid specification. The plant list shall be developed in consultation with one of the following resources:
    - State Department of Agriculture.
    - Soil and Water Conservation Districts.
    - Land Grant Universities and Cooperative Extension Services.

    - City Arborist.
    - Reputable local greenhouse or nursery.

- Erosion Control: Manufactured straw matting.
- Mulch shall be un-chopped, un-rotted, small grain straw applied at a rate of 70 to 90 lbs. per 1,000 square feet. Mulch materials shall be relatively free of all kinds of weeds and shall be free of prohibited noxious weeds which are Canada thistle, Johnson-grass and Quack-grass.
- Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous plant growth.

Section P.4. Execution

Section P.4.1. Preparation

- All rubble, trash, and debris shall be removed legally.
- Confirm that the areas of vegetation that were identified to remain undamaged during the demolition are intact.
- Verify topsoil has been placed as specified in the 'Backfill and Fill' bid specification and is ready to receive the work of this section.
- Eliminate uneven areas and low spots.
- Remove trees and/or selected limbs from trees as indicated on design drawing. All trees under 2" caliper shall be removed in entirely, including roots.
    1. Trees over 2" in caliper and noted for removal on Design Drawings, shall be cut at level with soil and treated with Brush Be Gone®, or an equivalent product, to discourage regrowth. Product is to be approved by the City of Gary prior to application. During the term of the maintenance contract, contractor must remove all regrowth and spray as needed.
    2. Removal of all debris associated with tree and limb removal is the responsibility of the contractor. Regrade as necessary.
    3. Any stumps located along fence lines or next to foundations, which cannot be pulled out, must be cut as close to the base as possible and treated with Brush Be Gone®. The City of Gary should be notified of this issue before work commences. The City of Gary must approve any product substitution.
- Remove debris, roots, branches, and stones in excess of 3 inches in size.
- Existing vegetation in the determined work areas shall be cut down to a height of approximately 1-1½". If major weeds are evident, and they will affect growth of new grass, contractor must spray area with Roundup or equivalent product before proceeding and before site has been disturbed (other than for cleaning purposes).
- Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil. Only low ground-contact pressure equipment or hand tools may be used for topsoil placement, as included in the 'Backfill and Fill' bid specification.

Section P.4.2. Seeding

Install lawn on entire site unless otherwise indicated by design drawings, if hardscape exists, or if there are other notations.

- Rake soil surface smooth prior to seeding. Follow immediately with erosion control over entire seeding area ensuring complete coverage.

- Native seed mix shall be applied across the entire property.
- Broadcast seed at rate in accordance with supplier's recommendation evenly in two intersecting directions.
- Rake or use roller to establish seed soil contact at approximately 1⁄2-inch depth.
- Do not seed areas in excess of what can be stabilized with erosion control matting on the same day.
- Planting Season shall be in accordance with seed supplier's recommendation.
    - Regular Seeding Season (March 1 to May 15 and August 1 to October 20).
    - Summer Seeding Season (May 16 to July 31)
    - Winter Seeding Season (October 21 to February 28).
    - Late November and early December in a mixture of various seed blends: (1) a yarrow, microclover, and dwarf perennial ryegrass mix at a rate of 3 lb/1000 ft2 (The Green Lawn 1000, Pro Time Lawn Seed), (2) a blend of fine fescues at a rate of 1.7 lb/1000 ft2 (NoMow, Prairie Nursery).
    - Lot shall be seeded with a "NO MOW" Lawn Mix w/ Annual Rye or 100% dutch white clover seed and shall be applied in accordance with the manufacturer's specifications.
    - Nature's Finest™ Northern Blend Grass Seed (10 lbs.) Model Number: 32010 | Menards® SKU: 2661092
        - Seed Variety: 35% Perennial Ryegrass, 25% Creeping Red Fescue, 30% Kentucky Bluegrass, 10% Annual Ryegrass
- Apply seed uniformly with a cyclone seeded drill, cultipacker seeder or hydroseeder on a moist, firm seedbed. Maximum seed depth should be ½" in clayey soils and ½" in sandy soil when using other than the hydroseeder method. Irrigate if soil moisture is unable to support adequate growth, until vegetation is firmly established.
- Do not apply materials over snow, ice, frozen ground, or standing water.
- Do not apply seed when wind conditions are such that material would be carried beyond designated area or that materials would not be uniformly applied or when wind velocity exceeds 10 miles per hour. No seeding shall be performed when even distribution cannot be attained.
- Contractor shall follow seeding with watering to a depth of 3 inches. The City of Gary strongly encourages contractors to seed prior to forecast rain, however the contractor is responsible for watering to a depth of 3 inches within 48 hours of seeding, whether this is by natural or mechanical methods. Watering at time of seeding is the responsibility of the Contractor and is included as part of the lawn installation. Contractors will be given supplier of seed once contracts are awarded.
- The Contractor shall provide straw to be laid over seeded areas (not overseeded area) at a minimum application rate of 1 bale per 500 sq. ft. Straw shall be laid immediately after seeding. Alternate covers such as PennMulch® (application rate 60 lbs./1,000 sq. ft.) straw mat, or jute mat may be substituted with proper notification to the City of Gary.

Section P.4.3. Alternate Seeding Method: Hydroseeding

- Seed and mulch shall be applied simultaneously in a water slurry via hydraulic seeder/mulcher.
- Hydraulic seeder/mulcher shall be capable of applying the homogeneous materials uniformly and the discharge pumps and gun nozzles shall be kept free of buildup.

- Hydraulic seeding/mulching equipment shall have the tank volume certified by a plate affixed by manufacturer.
- Application of Materials:
    - Measure the quantity of each material to be charged into the hydraulic seeder/mulcher tank following manufacturer directions. For advanced users, the applicator system can be calibrated either by mass or by a system of mass calibrated volume measurements.
    - Add the materials to the tank while it is being loaded with water. Thoroughly mix the materials into a homogeneous slurry and distribute uniformly over the designated surface area. Apply seed and mulch within 2 hours of being charged into the hydraulic seeder/mulcher tank. During the loading of the hydraulic seeder/mulcher tank, add materials in the following sequence: water, then seed, then mulch.
    - Blend into existing adjacent grass areas to bond new growth to existing adjacent areas or to previous applications to form uniform surfaces.
    - Seeding and mulch shall overlap adjoining vegetation by 12 inches but shall not pass the property boundary without the written permission of the adjacent property owner.
    - Mulching materials shall be free of weeds and other foreign materials; free of growth- or germination-inhibiting ingredients; manufactured in such a manner that after addition and agitation in slurry tanks with water, the fibers in the material will become uniformly suspended to form a homogeneous slurry; dyed a suitable color to facilitate inspection of the placement of the material; when applied, capable of forming an absorptive mat, which will allow moisture to percolate into the underlying soil.

Section P.5. Seed and Plant Protection

- Protect seeded and planted areas from damage by identifying areas with stakes and string around the area periphery.
- Cover all seeded areas with a straw blanket for erosion control.
    - Install matting on dry ground and in accordance with manufacturer's recommendation.
    - Roll matting without stretching or pulling.
    - Lay smoothly on ground surface and bury the ends of each section in a 6-inch deep excavated topsoil trench. Overlap edges and ends of adjacent rolls a minimum of 12 inches. Backfill trench and rake until smooth and level with adjacent soil.
    - Secure outside edges and overlaps at 36-inch intervals with stakes.
    - Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
    - Install matting in accordance with manufacturer's instructions.
- Suspend installation operations whenever climatic conditions, as determined by engineer or manufacturer's representative, are unsatisfactory for placing matting to the requirements of this section.
- Contractor must demonstrate that the site has been watered within 7 days of the seeding date sufficient to allow for seed germination. Contractors are encouraged to use weather forecasts to plan seeding that takes advantage of natural rainfall to germinate seed. Contractors are responsible for watering the site if there is no rainfall sufficient for germination in the 7 days after seeding.
- Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

- Spread mulch mechanically or uniformly by hand; mulch anchoring shall be accomplished immediately after mulch placement to minimize loss by wind or water. This may be done by one of the following methods: Mulch anchoring tool, tracking, mulch netting, liquid mulch binders, wood cellulose fiber or peg and twine. Proper execution of these provisions, resulting in a full healthy growth of grass shall be a criteria for the City accepting the site as completed.
- Any areas disturbed by construction activities shall be re-graded and reseeded if necessary. The transition between the disturbed areas and the undisturbed areas will be graded to minimize abrupt slope change and possible erosion.
- After load-out sidewalks and streets shall be swept clean and washed down.

Section P.6. Planting

- Add sufficient water to prevent plugs and soil from drying out.
- Planting holes or slits shall be deep enough to allow the crown of the plant to be at grade level, while roots extend vertically into the substrate without kinking.
- Plants are to be planted in random clusters of 10 to 20 per species.
- Tree Planting
    - Tree type and quantity for individual sites is noted on Design Drawings. It is the contractor's responsibility to set-up delivery with Nursery, verify quantity, and to pay for all delivery costs involved in order to get trees from the nursery to their final locations.
    - The Contractor will inspect trees upon delivery noting any defects, pre-existing damage, or other issues of concern affecting the quality or health of any tree.
    - The Contractor shall be responsible for storing and maintaining trees as necessary. Trees will be maintained, at minimum, in the condition in which they were delivered. The condition and health of the trees shall be the Contractor's responsibility from delivery/pickup through planting and final inspection. The Contractor shall store and care for trees according to best nursery standards and practices.
        - Trees shall be stored standing upright with appropriate spacing to protect trunks and limbs from abrasion.
        - Trees shall be watered regularly to maintain optimum moisture and prevent drying of the root ball
        - Trees in storage for longer than 72 hours shall have root balls completely covered in wood chips or other appropriate mulching material.
    - The Contractor shall take care to preserve the integrity of the root ball during moving and planting, handling as few times as possible.
    - Trees shall not be thrown or dropped.
    - The Contractor will protect the trunk and limbs of trees during moving and planting.
        - Trees shall not be moved using the trunk as a fulcrum.
        - Trunks shall be protected with cushioning material during moving and planting to prevent scraping and abrasion.
        - All trees should be tarped during transport. If trees are flagging, the contractor is responsible for immediate watering (not included as a maintenance watering).

    - Trees shall be planted as quickly as possible to minimize storage time. Contractor shall be responsible for moving trees from the delivery/storage area to each project site.
    - Trees shall be planted according to site conditions as specified in design drawings.
    - Wire baskets shall be cut and/or pulled away from the top 6 inches of the root ball.
    - Burlap shall be cut and/or pulled away from the top 6 inches of the root ball.
    - Root crown or trunk flare shall be exposed and at a level equal to or slightly (+/- 1 inch) above the surrounding grade.
- Trees shall be thoroughly watered as part of, and at the same time as, planting to a depth of 6 inches.
- Trees shall be mulched with wood chips or double shredded bark mulch to a depth of 4" within 72 hours of planting.

Section Q. Maintenance

- Commence maintenance immediately after area is seeded and planted. Maintain seeded areas for 3 years from the date seeding and planting is completed or until native grass is well established and exhibits vigorous growing conditions, whichever is longer. The vegetative cover must also be free of eroded, bare, or dead spots and be at least 98 percent free of weeds. The contractor shall be responsible for repair or replacement of damaged vegetation.
- Prohibit all traffic over finished surfaces.
- Water deeply and often enough to prevent plants and soil from drying out. Using a low- volume output sprinkler over a period of a few hours will help move water more deeply into the soil where it will be retained for later use.
- At no point during the maintenance period shall weed growth exceed 2 percent of the area.
- Immediately reseed areas showing bare spots.
- Repair washouts or gullies.
- Protect seeded areas and plants with warning signs during maintenance period.
- Hand weed only.
- All Mulched areas around trees are to be kept weed free during duration of contract. Contractor is to manually remove weeds, no string lines or weed killers to be used around the base of trees.
- All trees pits adjacent to site are to be kept weed and trash free. Use the same technique as for mulched tree rings.

Section Q.1. Mowing

- Perform first mowing when seedlings are 40 percent higher than desired height, or about 5-6 inches maximum.
- Mow native grass to a height of 6 inches.
- If planted in spring, mow every 45 days with final mowing between October 15 and November 15.
- If planted in fall, mow once in May, June, and July.
- Prior to all mowing, trash pickup shall occur. Debris removal is considered a part of the mowing operation. Contractor is responsible to collect and dispose of all trash off site in a legal manner. Contractor shall notify the City of Gary if dumping or vandalism is occurring on site.
- When conditions permit and soil is not too wet for equipment, tractor or walk behind mowers shall be used. All turf areas will be mowed so that no more than 1/3 of the grass blade is removed per cutting. Mowing equipment should be maintained in proper condition at all times ensuring

that all mower blades are sharp. The City of Gary has the right to inspect maintenance equipment at any time.

- All mowing operations should be performed in such a manner as to prevent damage to turf, trees, shrubs, structures, site fixtures and parked vehicles.
- If a mulching mower is used, make sure that clumps of grass are not left behind. If necessary, immediately remove clippings after mowing and trimming. Do not let clippings lay in clumps.
- For all turf areas inaccessible to mowing, a gas-powered line-trimmer shall be used. These areas include, but are not limited to, areas along walks, curbs, fences, bed edges, utilities, and tree pits. Under no circumstance shall line trimming be permitted at the base of any plant material.

Section R. Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed upon portion thereof is complete including receipt documentation of material reuse and recycling, The REDEVELOPMENT COMMISSION will make a final inspection of each parcel and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The CONTRACTOR shall immediately take such measures as are necessary to complete and remedy such Work to the satisfaction of the REDEVELOPMENT COMMISSION. Upon written notice from CONTRACTOR that all Work which was incomplete or defective has been completed or remedied, the REDEVELOPMENT COMMISSION will make an additional inspection to verify the work performed. If it is determined that the Work is still incomplete or defective, the CONTRACTOR shall bear all direct, indirect and consequential costs of re-inspecting said Work (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) and the REDEVELOPMENT COMMISSION shall be entitled to an appropriate decrease in the Contract Price by written agreement.

Section S. Compensation

As compensation for satisfactory performance of the services set forth above, the REDEVELOPMENT COMMISSION agrees to pay CONTRACTOR, according to specifications detailed in Exhibit *A.* In no event shall compensation to CONTRACTOR exceed the sum of **DOLLAR AMOUNT DOLLARS 00/100 ($00,000.00).** Payment as set forth is itemized in Exhibit A (attached hereto).

Section T. Payment

The REDEVELOPMENT COMMISSION reserves the right to withhold payment in any instance in which the CONTRACTOR has failed to comply with Procedures for Demolition Contractors including, but not limited to, submitting dump receipts and obtaining *all* sign-offs or authorizations required by the REDEVELOPMENT COMMISSION and the BUILDING DEPARTMENT.

Part II – General Provisions

Article 1 – Method of Payment

Section A. Compensation

All requests for payment shall be submitted by the CONTRACTOR in a form of an invoice and paid

through purchase orders or claim. In accordance with procedures, CONTRACTOR must submit dump receipts or "tickets" from a licensed landfill with its invoice. All waste shall be managed as agreed in the CONTRACTOR'S Waste Management Plan.

Section B. Acceptance of Payment Request

The CONTRACTOR'S invoice shall constitute an offer to sell the described services to the REDEVELOPMENT COMMISSION. The REDEVELOPMENT COMMISSION'S acceptance of said offer is contingent upon the offer's consistency with the claimed service.

Section C. Right to Reject

Upon receipt of the CONTRACTOR'S invoice, the REDEVELOPMENT COMMISSION retains the right to reject any and all provisions of the subject invoice which are non-conformity with the claimed services, as herein described, or actually performed for a period of sixty (60) days after receipt of same. If CONTRACTOR is not notified in writing within that period, it is agreed that the REDEVELOPMENT COMMISSION accepts the performance of the claimed service.

Section D. Reduction of the Service Compensation

In the event the CONTRACTOR fails to fulfill the terms and conditions of this AGREEMENT in a diligent and timely manner as determined by the REDEVELOPMENT COMMISSION, the REDEVELOPMENT COMMISSION reserves the right, after consultation with the CONTRACTOR, to reduce the compensation due hereunder in a manner which reflects such reduction or diminution in services.

Section E. Suspension and Debarment

CONTRACTOR certifies by entering into this AGREEMENT that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this AGREEMENT by any federal or state department agency. The term "principal" for purposes of this AGREEMENT is defined as an elected official, appointed official, officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the AGREEMENT. Contractors or subcontractors wanting to do business with the CITY OF GARY, using federal funds, must have a DUNS number. This DUNS Number is then used to enter into http://www.sam.gov to verify their status. A print-out from sam.gov verifying that the contractors and their subcontractors are not debarred or suspended must be attached to each contract when going before the REDEVELOPMENT COMMISSION for approval. If CONTRACTOR does not have a DUNS Number, they are unable to enter into contract with the CITY OF GARY. If a contractor or subcontractor needs to obtain a DUNS Number, they can obtain one at http://fedgov.dnb.com/webform

Section F. E-Verify

As required by IC 22-5-1.7, the CONTRACTOR hereby swears or affirms under the penalties of perjury that: a) the CONTRACTOR has enrolled and is participating in the E-Verify program; b) the CONTRACTOR has provided documentation to the State that is enrolled and is participating in the E-Verify program; c) the CONTRACTOR does not knowingly employ an unauthorized alien; d) the

CONTRACTOR shall require its subcontractors who perform work under this AGREEMENT to certify 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 shall maintain this certification throughout the duration of the term of contract with the REDEVELOPMENT COMMISSION. If a contractor or subcontractor is not enrolled, they must enroll at this website: www.uscis.gov/e-verfiy/federal-contractors. For more information about E-verify, please read see:

1. http://www.uscis.gov/e-verify/federal-contractors/who-affected-e-verify-federal-contractor-rule

Article 2 – Performance

The CONTRACTOR shall commence, carry on and complete the services as enumerated herein with all practicable dispatch in a sound, economical, and efficient manner, in accordance with the terms and conditions hereof and all applicable laws.

THE CONTRACTOR shall complete landscaping and site finishing activities in accordance with a schedule. Time frame for all activities shall be completed as bid by Contractor, and as approved by the REDEVELOPMENT COMMISSION.

Strict performance of the terms of this AGREEMENT is expressly provided for. Such strict performance shall be deemed the essence of the AGREEMENT and shall be deemed expressly contracted by the parties. Time is of the essence of this AGREEMENT and if the CONTRACTOR shall fail to perform its agreements within the time stipulated for such performance, the REDEVELOPMENT COMMISSION, may at its election, terminate this AGREEMENT.

Article 3- Relationship

The parties to this contract intend that the relationship between them, created by this AGREEMENT, is that of employer-independent contractor. No employee, servant, or subcontractor of the CONTRACTOR shall be deemed to be an employee, agent, or servant of the REDEVELOPMENT COMMISSION. The REDEVELOPMENT COMMISSION is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of the CONTRACTOR.

None of the benefits provided by the REDEVELOPMENT COMMISSION to it employees, such as unemployment and medical insurance, are available from the REDEVELOPMENT COMMISSION to the employees, agents, or servants of the CONTRACTOR.

Article 4- Liability

The CONTRACTOR will be solely and entirely responsible and liable for its acts and for the acts of its agents, employees, and servants during the performance of this AGREEMENT. The work to be performed under this AGREEMENT, will be performed entirely at CONTRACTOR'S risk and CONTRACTOR assumes responsibility for the condition of tools and equipment used in the performance of this AGREEMENT. The REDEVELOPMENT COMMISSION, its officers, agents or

employees, shall not in any manner be answerable, responsible or liable for any loss or damage of or to any tools, materials, buildings, equipment, or other property that may be used or employed in the performance of this AGREEMENT or placed on the work site during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, contract or Agreement, to any person, whether an employee of CONTRACTOR or otherwise.

Article 5- Termination

Section A. Right to Terminate

If the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if the CONTRACTOR shall commit a material breach of the covenants, terms, conditions, or stipulations of this AGREEMENT, the REDEVELOPMENT COMMISSION shall thereupon have the right to invoke one or all of the following remedies:

1. REDUCE the Work or Delete Properties from the CONTRACT of the Defaulting CONTRACTOR and reduce the compensation due hereunder in a manner which reflects such reduction or diminution in services, as provided in Part II- Article 1, Section D.
2. or TERMINATE this AGREEMENT by giving written notice to the CONTRACTOR of termination and specifying the effective date of such termination, and AWARD the remaining properties or work in the AGREEMENT to the next lowest bidder, or,
3. REFUSE to award future bids to CONTRACTOR if the later refuses to complete the remaining herein demolition.

Section B. Cancellation for Convenience

Upon the giving of two (2) weeks written notice, the CONTRACTOR and the REDEVELOPMENT COMMISSION shall have the right to terminate this AGREEMENT without cause. It is definitely understood and agreed that the REDEVELOPMENT COMMISSION will be the sole judge of the competence and efficiency with which the CONTRACTOR carries on and renders the services to be supplied hereunder and the REDEVELOPMENT COMMISSION reserves the right, at any time, to remove the CONTRACTOR for cause or breach of this AGREEMENT and without the right to recovery of damages by such CONTRACTOR.

Section C. Turn Back

In the event that the CONTRACTOR submits a bid and is awarded a contract, the amount of which is later the "Turn Back" or withdrawal of the original CONTRACTOR'S bid found to be either under or over the actual cost to deconstruct/demolish, constitutes a breach and is subject to all remedies accorded under this agreement including, but not limited to the following:

1. First Turn Back: CONTRACTOR pays the difference;
2. Second Turn Back: balance of contract awards will be cancelled;
3. Third Turn Back: CONTRACTOR is barred from submitting future bids.

Section D. Compensation

If the CONTRACTOR shall so cancel or terminate this AGREEMENT, the CONTRACTOR shall be entitled to receive compensation accrued to the effective date of termination or until the last date of actual rendering of services, whichever comes first, subject to Section E of this Article.

Section E. Legal Remedies

It is agreed that any breach or evasion of any terms of this AGREEMENT by the CONTRACTOR will result in irreparable and immediate harm and injury to the REDEVELOPMENT COMMISSION and will warrant recourse to injunction and for specific performance as well as to all other legal or equitable remedies to which the REDEVELOPMENT COMMISSION may be entitled. In case the REDEVELOPMENT COMMISSION shall bring suit to compel performance of or to recover for breach of any covenant or term of this AGREEMENT or condition herein written, the CONTRACTOR shall and will pay to the DEPARTMENT the costs of such action including depositions and reasonable attorney fees, in addition to the amount of the judgment.

Section F. Ownership of Documents

Upon the termination of this AGREEMENT, whether at the end of the contractual period or prior thereto and for whatever reason, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this AGREEMENT shall be subject to disposition in accordance with the REDEVELOPMENT COMMISSION'S instructions, and shall become the REDEVELOPMENT COMMISSION'S property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to the terms of Section C of this Article.

Section G. Liability for Damages

The CONTRACTOR shall be liable to the REDEVELOPMENT COMMISSION for damages sustained by the REDEVELOPMENT COMMISSION by virtue of any breach of this AGREEMENT by the CONTRACTOR and the REDEVELOPMENT COMMISSION may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the Exact amount of damages due from the CONTRACTOR is determined, without payment of interest on the amount withheld.

Section H. - Mitigation

The parties have a duty to mitigate damages in all instances of cancellation, termination, breach or fire.

Section I. Liquidated Damages

In addition to the normal remedies available at law for breach and the termination provisions provided in Part II - Article Five, the CONTRACTOR hereby expressly agrees to pay directly to the REDEVELOPMENT COMMISSION, and not as a set-off or deduction from the contract price, the sum of Fifty ($50.00) Dollars per day as liquidated damages for each and every day that the CONTRACTOR extends completion of work beyond the period for completion as provided herein. This liquidated damages clause is expressly agreed to by the parties after consideration and estimation of the damages to be incurred and the impossibility of determining actual itemized damages due to the nature of work. Notwithstanding, the foregoing, failure to perform the services in accordance with the conditions provided in Part I –Article 3 (Term of Performance) and/ or Part II - Article 2 (Performance) shall be grounds for termination of the Agreement.

The REDEVELOPMENT COMMISSION may deduct damages from the amount due and owing to CONTRACTOR for work performed.

Section J. Cooperation with REDEVELOPMENT COMMISSION after Termination

Following any notice of termination or cancellation of this AGREEMENT, The CONTRACTOR shall fully cooperate with the REDEVELOPMENT COMMISSION in all matters relating to the winding up of its pending work on behalf of the REDEVELOPMENT COMMISSION and the orderly transfer of any such pending work to other parties as may be designated by the REDEVELOPMENT COMMISSION. The REDEVELOPMENT COMMISSION shall be entitled to such full time or part time services of the CONTRACTOR as the REDEVELOPMENT COMMISSION may reasonably require during all or any part of the period following the notice of termination of this AGREEMENT and prior to its effective date.

Article 6 – Indemnification

The CONTRACTOR expressly agrees to indemnify and hold the REDEVELOPMENT COMMISSION harmless from and against any and all claims, losses, damages, injury and/or liability however caused, resulting from, arising out of, or in any way connected with the work to be performed under this AGREEMENT. If the REDEVELOPMENT COMMISSION is named defendant in any action arising out of or in connection with the services to be provided by CONTRACTOR under this AGREEMENT or for the acts or omissions of the CONTRACTOR in the performance of this AGREEMENT, the CONTRACTOR agrees that it shall indemnify the REDEVELOPMENT COMMISSION for all costs, including deposition and attorney fees, in addition to any judgment against the REDEVELOPMENT COMMISSION.

Article 7 – Insurance

It is agreed that all liability insurance, workmen's compensation, public liability and all other usual forms of insurance coverage shall be carried by and at the expense of the CONTRACTOR. In order for the herein Contract to be executed, a CONTRACTOR must provide Proof of Insurance with minimum policy limit of One Hundred Thousand Dollars ($100,000); and must post a Five Thousand Dollars ($5,000) surety bond. CONTRACTOR must provide the REDEVELOPMENT COMMISSION with a copy of the insurance, which names the CITY OF GARY as a name insured, with notice to be provided directly to Department 10 days before lapse.

Article 8 – Equal Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, color, religion, sex, disability 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 apprenticeships.

Article 9 – Delegation

The work and services provided for herein shall be performed by the CONTRACTOR and no other person other than regular associates or employees of CONTRACTOR shall be engaged upon such work

or services except upon written approval by the REDEVELOPMENT COMMISSION, provided that this provision shall not apply to secretarial, clerical, routine mechanical, and similar incidental services needed by tile CONTRACTOR to assist in the performance of this AGREEMENT. The CONTRACTOR shall not hire REDEVELOPMENT COMMISSION employees to perform any portion of the work or services provided for herein, including secretarial, clerical, and similar incidental services, except upon written approval by the REDEVELOPMENT COMMISSION.

Article 10 – Waiver

The failure of the REDEVELOPMENT COMMISSION at any time to require performance by the CONTRACTOR of any provisions hereof shall in no way effect the right of the REDEVELOPMENT COMMISSION thereafter to enforce same. Nor shall the waiver by the REDEVELOPMENT COMMISSION of any breach hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

Article 11 – Access to Records

The REDEVELOPMENT COMMISSION, at all reasonable times, shall be granted access to all records applicable to this AGREEMENT in the custody and possession of the CONTRACTOR. The CONTRACTOR, at all times, shall adhere to all federal, state, and local statutes, rules and regulations as to the confidentiality of said records. The CONTRACTOR shall maintain full and accurate records and supporting documentation applicable to the AGREEMENT period with respect to all matters covered under this AGREEMENT, for a period of three (3) years after receipt of the final payment from the REDEVELOPMENT COMMISSION.

Article 12 – Miscellaneous

Section A. Governing Law

This AGREEMENT shall be interpreted, construed, and governed according to the laws of the State of Indiana.

Section B. Amendments

No amendments or variations of the terms and conditions of this AGREEMENT shall be valid unless in writing and signed by all parties.

Section C. Assignability

The CONTRACTOR'S rights and obligations under this AGREEMENT are personal and not assignable.

Section D. Entire Agreement: Binding Effect

This AGREEMENT and Contract Documents, enumerated in Part 1- Article Five, constitute the entire AGREEMENT between the parties and shall bind and inure to the benefit of both the REDEVELOPMENT COMMISSION and CONTRACTOR and their respective successors, heirs, and legal representatives. No other AGREEMENTS, oral, or otherwise, regarding the subject matter of this contract or any part thereof, shall have any validity or bind any of the parties hereto.

Section E. Invalidity of Provisions

Any provision of the contract which is ultimately determined by a proper court to be inoperative, non-binding or in contravention of state law shall be deemed not to be considered as a part of this contract and insofar as it may be in conflict herewith, this contract shall be deemed modified to conform with such rule of law. The remainder of this AGREEMENT shall not be affected thereby.

Section F. Contracts

The CONTRACTOR shall not have authority to bind the REDEVELOPMENT COMMISSION or otherwise contract with third persons on behalf of the REDEVELOPMENT COMMISSION for any purpose. The CONTRACTOR shall not encumber or cause encumbrances or liens to attach to REDEVELOPMENT COMMISSION property by reason of acts or omissions of the CONTRACTOR.

Section G. Access to Property

The CONTRACTOR shall have the right to free access to those areas of the REDEVELOPMENT COMMISSION property reasonable and necessary to the proper performance of its duties under this AGREEMENT.

Section H. Mandatory Meetings

In the event the CONTRACTOR fails to attend mandatory meetings, as required by the REDEVELOPMENT COMMISSION, the CONTRACTOR shall be deemed, or imputed, to have knowledge of all information provided and materials disseminated to Contractors in attendance at said meeting; shall be held accountable to comply with procedures contained in said information and materials; and shall be estopped to deny receipt of said information and materials.

Section I. Notice

All notices required to be served under this AGREEMENT may be served on any of the parties personally, or by sending a letter duly addressed and postage prepaid by certified United States mail. Notice to be served on the CONTRACTOR shall be served at of mailed to:
COMPANY NAME
COMPANY ADDRESS
COMPANY CITY, STATE ZIP

Unless otherwise instructed.