



NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS, BID FORM,
AGREEMENT FORM, GENERAL CONDITIONS, SUPPLEMENTARY
CONDITIONS, AND SPECIFICATIONS

FOR

KCB WATER QUALITY IMPROVEMENTS - PHASE I

Board of Public Works and Safety
City of West Lafayette
609 W. Navajo Street
West Lafayette, Indiana 47906

SECTION 00003

CITY OF WEST LAFAYETTE, INDIANA

KCB WATER QUALITY IMPROVEMENTS – PHASE I

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END OF SECTION

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SECTION 00100

NOTICE TO BIDDERS

The Board of Public Works and Safety of the City of West Lafayette, Indiana will receive sealed bids for the **KCB WATER QUALITY IMPROVEMENTS - PHASE I** project until the hour of **4:00 PM** local time on **August 12, 2011** at the Office of the Clerk-Treasurer, City Hall, 609 West Navajo Street, West Lafayette, Indiana 47906 for the completion of the work hereinafter listed. After said time all bids received will be taken to the Board of Public Works meeting in the Council Chambers (1st Floor) on **August 15, 2011 at 8:30 AM** local time and there be publicly opened and read aloud. Bids received after said time will be returned unopened. No oral, telephoned, telegraphed, facsimile, or email bids or changes to bids will be considered.

This project consists of the construction of storm water ponds, storm sewers, and associated site clearing and preparation work along Kampen Golf Course at the northwest corner of Northwestern Avenue and Lindberg Road.

Bids must be entered upon the bid form and the State Board of Accounts Form 96 (Revised 2009) submitted in triplicate with the bid and non-collusion affidavit properly executed, and must comply with the statutes of Indiana and with the rules and regulations of the State Board of Accounts of Indiana. Bids shall be in a sealed envelope marked "**KCB WATER QUALITY IMPROVEMENTS – PHASE I**".

The bid must be accompanied by a certified or cashier's check or bid bond in an amount not less than five percent (5%) of the total bid price made in favor of the City of West Lafayette, Indiana, which amount shall accrue to and become the property of the City should the Bidder, awarded the contract, fail to enter into the required written agreement and secure same with the required one hundred percent (100%) performance, payment and guarantee bond. Wage rates shall not be less than the common construction wage as determined pursuant to IC 5-16-7-1 et seq. as amended.

Instructions to Bidders, Wage Scale, General Conditions, Special Conditions, Construction Documents (Bid Set) and Specifications are on file at the Office of the City Engineer. Copies may be obtained from The Schneider Corporation, 1330 Win Hentschel Boulevard, Suite 100, West Lafayette, Indiana, (765) 448-6661 c/o Ginger Briggs.

Contractors may obtain a limit of three (3) sets; Subcontractors and Suppliers may obtain a limit of one (1) set upon receipt of a \$100.00 deposit for each complete set of Bid Documents. A non-refundable fee of \$25.00 will be added to cover cost of postage and handling if documents are requested to be shipped.

Deposit will be refunded in full upon return of the Bid Documents in good condition within ten (10) days after the Bid opening. Bid Documents must be returned to The Schneider Corporation in order to receive the deposit refund.

Bids remain in effect for sixty (60) days. The Board of Public Works and Safety reserves the right to reject any or all bids and wave irregularities of bidding.

A pre-bid meeting will be held on **August 3, 2011 at 1:30 PM** local time at the office of The Schneider Corporation 1330 Win Hentschel Boulevard, Suite 100, West Lafayette, Indiana, (765) 448-6661.

**CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS**

Judith C Rhodes, Clerk-Treasurer

Publish: July 26, 2011 and August 2, 2011

END OF SECTION

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General conditions of the Construction Contract and Supplementary Conditions.

1.02 Project Description

“KCB WATER QUALITY IMPROVEMENTS – PHASE I” shall include all items, materials and resources required to construct storm water ponds and related infrastructure items in the area defined by the northwest quadrant of Lindberg Road and Northwestern Avenue bounded on the north by hole 16 of Kampen Golf Course. The construction of the “KCB Water Quality Improvements – Phase I” project shall include all items required to complete installation of the stormwater facilities and associated components not otherwise described as an alternate.

1.03 Alternates

Alternate Number One: Tied Concrete Mat Spillway Protection

Provide materials and labor necessary to properly install Tied Concrete Mat Spillway Protection for all emergency spillways in lieu of riprap as defined in the “KCB Water Quality Improvements – Phase I” sheets; more specifically Detail 8, sheet C802.

Alternate Number Two: Polyethelene Pond Liner

Provide materials and labor to properly install Polyethelene Pond Liner in lieu of clay liner for the north pond and south ponds as defined in the “KCB Water Quality Improvements – Phase I” sheets; more specifically Detail 9, Sheet C802.

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

2.01 Refer to the Notice to Bidders for information on how and where copies of the Bidding Documents may be examined or obtained.

2.02 Complete sets of Bidding Documents must be used in preparing bids; the City of West Lafayette does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 The City of West Lafayette, in making copies of the Bidding Documents available does so only for the purpose of obtaining bids on the work and does

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not confer a license or grant for any other use.

ARTICLE 3 QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the work, each Bidder must complete the Experience Questionnaire on the Indiana State Board of Accounts Form 96. The Bidder's financial statement shall be submitted in a separately sealed envelope, clearly marked Bidder's Financial Statement, enclosed in the sealed envelope containing the bid. The financial statement will be returned to the Bidder unopened with his Bid Security unless it is necessary to open the envelope for the purpose of determining the award. The financial statement submitted by the successful Bidder will be retained by the City.
- 3.02 Bidders who are nonresident corporations shall furnish to the City a certified copy of the Certificate of Authority to do Business in Indiana issued by the State of Indiana within 15 calendar days of notice to do so. Such notice will be given to Bidders who are nonresident corporations, to whom it appears an award will be made, and the copy of the certificate must be filed with the City before the award will be made. Failure to promptly submit this evidence of qualification to do business in the State of Indiana may be basis for rejection of the bid.
- 3.03 Each bidder must ensure that to the greatest extent feasible, opportunities for training and employment should be given to lower income residents of the project area and purchases and/or contracts for work in connection with the project should be awarded to small business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- 3.04 Any one of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its bid.
- A. More than one bid for the same work from one individual, firm, or corporation under the same or different names.
 - B. Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any future work of the City of West Lafayette until any such participant shall have been reinstated as a qualified Bidder.
 - C. Lack of competency and adequate machinery, plant, and other equipment, as revealed by the Financial Statement and Experience Questionnaire.
 - D. Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
 - E. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded.
 - F. Failure to pay, or satisfactorily settle, all bills due for labor and material on

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former contracts in force at the time of the bid opening.

ARTICLE 4 EXAMINATION OF CONTRACT DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a bid to:

- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
- B. All Bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said Bidder might have fully informed himself, because of his failure to have so informed himself prior to the bidding;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work;
- D. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data;
- E. Verify for themselves the accuracy of said quantities for their bidding purposes and adjust as necessary to satisfy the accuracy of their bids. Any and all quantities listed in these construction documents are approximate and for estimate purposes only. Any estimated quantity shown as UNDISTRIBUTED, shall be included in the base bid and be used to obtain a unit price based on the anticipated quantity. In other words, where 100 LF of drain tile is shown as an undistributed item, the bidder should include that quantity in their base bid and reflect the corresponding unit price, as requested, to allow additions or deletions to the anticipated quantity as determined by field conditions;
- F. To promptly notify Engineer of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and other such related documents. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the City at least four (4) days prior to the date for receipt of bids;
- G. Become aware of the general nature of the work to be performed by the City and others at the site that relates to the work as indicated in the Bidding Documents;
- H. Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

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- I. Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.
- 4.02 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the bid is premised upon performing and furnishing the work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

ARTICLE 5 PRE-BID SCHEDULE

- 5.01 07/26/11 1ST Advertisement to Bid and bid documents available
- 5.02 08/02/11 2nd Advertisement to Bid
- 5.03 08/03/11 Pre-bid meeting – 1:30pm (local), at The Schneider Corporation, 1330 Win Henschel Blvd., Suite 100, West Lafayette, IN 47906.
- 5.04 08/12/11 Sealed bids due. The Board of Public Works of the City of West Lafayette, Indiana will receive sealed bids for the KCB WATER QUALITY IMPROVEMENTS – PHASE I until the hour of 4:00 PM local time on August 12, 2011 at the Office of the Clerk-Treasurer, City Hall, 609 West Navajo Street, West Lafayette, Indiana 47906 for the completion of the work hereinafter listed.
- 5.05 08/15/11 Bid Opening; All bids received will be taken to the Board of Public Works meeting in the Council Chambers (1st Floor) on August 15, 2011 at 8:30 AM local time. The bids will be publicly opened and read aloud. Bids received after said time will be returned unopened. No oral, telephoned, telegraphed, facsimile, or email bids or changes to bids will be considered.

ARTICLE 6 SITE AND OTHER AREAS

- 6.01 The site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the work are to be
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obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the City unless otherwise provided in the Bidding Documents.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

7.01 No interpretation of the meaning of the Plans, Drawings, or other Contract Documents will be made to any Bidder orally. All questions about the meaning or intent of the bidding documents are to be directed to The Schneider Corporation in writing, mailed to: 1330 Win Hentschel Blvd., West Lafayette, Indiana 47906 Attention: Ginger Briggs (gbriggs@schneidercorp.com). Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by addenda. Addenda will be mailed or delivered to all who are known by the City of West Lafayette to have received a complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

All questions to be submitted in writing or email by Bidders no later than 72 hours before the August 12, 2011 4:00 PM local time submittal deadline. Contractor questions submitted past this deadline will remain unanswered and the Bidder should bid the project based upon the available information. No addendum will be issued less than 48 hours before the submittal deadline, an addendum issued after this time will only be for delay of the bid. The number of addenda to be issued is undetermined.

7.02 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

ARTICLE 8 BID SECURITY

8.01 Each bid must be accompanied by bid security made payable to the City of West Lafayette in an amount of five percent (5%) of Bidder's maximum bid price and in the form of a certified or bank cashier's check or a Bid Bond, on the form attached, issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The bid security of the successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, the City may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom

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the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of the seventh day after the effective date of the agreement or the 60th day after the bid opening, whereupon bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom the City believes do not have a reasonable chance of receiving the award will be returned within seven days after the bid opening.

ARTICLE 9 CONTRACT TIMES

- 9.01 Contractor shall proceed with all work after receiving Notice To Proceed.
- 9.02 The Contract shall be substantially complete on or before October 21, 2011.

ARTICLE 10 LIQUIDATED DAMAGES

- 10.01 Construction and installation of the proposed features as shown on the contract documents (Detail Drawings) shall be substantially completed by October 21, 2011 or \$500 will be assessed as liquidated damages, for each calendar day that the contract is not complete. Substantial completion consists of grading, tree relocation, and site stabilization/seeding.

ARTICLE 11 SUBSTITUTE AND "OR EQUAL" ITEMS

- 11.01 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by The Schneider Corporation prior to August 8, 2011. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the person who proposes it. The City Engineer's decision of approval or disapproval of the proposed substitution shall be final. If the City Engineer approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- 11.02 Before any contract is awarded, the Bidder may be required to furnish a complete statement of origin, composition, and manufacture of any or all materials to be used in the construction of the work together with samples. These samples may be subjected to tests provided for in these specifications to determine their quality and fitness for the work.

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ARTICLE 12 PREPARATION OF BID

- 12.01 The Bid Proposal Form is included with the Bidding and Contract Documents. Prepare and present the Bid Form, including a fully executed Indiana State Board of Accounts Form No. 96 together with the Additional Provisions, in accordance with the Instructions to Bidders.
- 12.02 All blanks on the Bid Form shall be completed by printing in black ink and the bid signed. A bid price shall be indicated for each bid item listed therein.
- 12.03 A bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 12.04 A bid by a partnership shall be executed in the partnership name and signed by a partner, whose title must appear under the signature, accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 12.05 A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 12.06 A bid by an individual shall show the Bidder's name and official address.
- 12.07 A bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.
- 12.08 Print all names in black ink below the signatures.
- 12.09 Acknowledge receipt of all Addenda on the Bid Form.
- 12.10 Show the address and telephone number for communications regarding the bid.
- 12.11 Provide evidence of authority to conduct business as an out-of-state corporation in the State of Indiana in accordance with Article 3 above. Show state contractor license number, if any.

ARTICLE 13 SUBMITTAL OF BID

- 13.01 A bid shall be submitted no later than the time and place indicated in the Notice

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to Bidders and shall be enclosed in a **sealed envelope**, marked with the Project title (and, if applicable, the designated portion of the Project for which the bid is submitted) and name and address of Bidder, and accompanied by the bid security and other required documents. If the bid is sent through the mail or other delivery system, the sealed envelope containing the bid must be enclosed in a separate envelope plainly marked on the outside with the notation "**KCB WATER QUALITY IMPROVEMENTS – PHASE I**". A mailed bid shall be addressed to City of West Lafayette, 609 West Navajo Street, West Lafayette, Indiana 47906 and sent by Certified Mail. Mailed bids must be clearly marked as a bid and received no later than the time fixed for receiving bids.

ARTICLE 14 MODIFICATION AND WITHDRAWAL OF BID

- 14.01 A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.
- 14.02 If, within 24 hours after bids are opened, any Bidder files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the Engineer that there was a material and substantial mistake in the preparation of its bid, that Bidder may withdraw its bid and the bid bond will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

ARTICLE 15 OPENING OF BIDS

- 15.01 Bids will be opened at the time and place indicated in the advertisement or Notice to Bidders and, unless obviously nonresponsive, read aloud publicly.

ARTICLE 16 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 16.01 All bids will remain subject to acceptance for 60 calendar days after the day of the bid opening, but the City may, in its sole discretion, release any bid and return the Bid Security prior to that date.

ARTICLE 17 AWARD OF CONTRACT

- 17.01 The City reserves the right to reject any or all bids, including, without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional bids and to reject the bid of any Bidder if the City believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all information not involving price, time or changes in the work and to negotiate contract terms with the successful Bidder. Discrepancies between the multiplication of units of

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work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum figures will be resolved in favor of the words.

- 17.02 In evaluating bids, the City will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 17.03 The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications and financial ability of Bidders to perform the work in accordance with the Contract Documents.
- 17.04 If the contract is to be awarded, the City will award the contract to the bidder whose bid will be in the best interests of the project.

ARTICLE 18 CONTRACT SECURITY AND INSURANCE

- 18.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the City's requirements as to performance and payment bonds and insurance. When the successful Bidder delivers the executed Agreement to the City, it must be accompanied by such bonds.
- 18.02 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the City's requirements as to insurance. Certificates of Insurance (and other evidence of insurance requested by the City or other additional insured) must be furnished, as required, before beginning work.

ARTICLE 19 SIGNING OF AGREEMENT

- 19.01 When the City gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents, which are identified in the Agreement as attached thereto. Within 15 days thereafter, successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the City with the required Bonds. Within ten days thereafter the City shall deliver one fully signed counterpart to successful Bidder.

ARTICLE 20 SALES AND USE TAX

- 20.01 The City is exempt from Indiana State Sales and Use Taxes on materials and equipment to be incorporated in the work. Said taxes shall not be included in the contract price.

ARTICLE 21 RETAINAGE

- 21.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 22 WAGE RATES

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22.01 Wage rates for the work shall not be less than the current State of Indiana prescribed wage scale. The prevailing wage rates applicable to the project are made a part of the Supplementary Conditions.

END OF SECTION

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SECTION 00300

**BID PROPOSAL FORM
KCB WATER QUALITY IMPROVEMENTS – PHASE I**

Each contractor shall complete this form and submit it with his bid. The Total Base Bid amount should include the cost necessary to complete all work described by these documents. Unit prices shall apply to addition or deductions, by change order, to the contract as required/requested by the Owner.

BASE BID:						
Item No.	Item Description	Quantity	Unit price	Unit of Measurement		Total Price
1	Mobilization/Demobilization	1		LS	=	
2	Construction Engineering	1		LS	=	
3	Site Clearing	1		LS	=	
4	Tree Relocation, undistributed	12		EA	=	
5	Temporary Silt Fence	1,200		LFT	=	
6	Excavation, common	13,800		CYS	=	
7	Pond Liner, clay	1,400		CYS	=	
8	Pipe and Structure remove, 15"	75		LFT	=	
9	Pipe remove, 6" undistributed	350		LFT	=	
10	Mitered Sloped Headwall	1		EA	=	
11	Erosion Control Blanket	32,000		SFT	=	
12	Riprap	700		TON	=	
13	Filter Fabric	13,400		SFT	=	
14	Temporary Construction Entrance	1		EA	=	
15	Tree Protection, Orange Fence	14		EA	=	
16	Outlet Structure, Str# 610	1		EA		
17	Outlet Structure, Str# 607	1		EA		
18	Outlet Structure, Str# 603	1		EA		
19	RCP Storm, 30"	100		LFT		
20	End Section 30"	1		EA		
21	Animal Guard, 30"	1		EA		
22	RCP Storm, 21"	253		LFT		
23	End Section 12"	1		EA		
24	Animal Guard, 12"	1		EA		
25	Inline Water Level Control Structure	2		EA	=	
26	Beehive Storm Structure	1		EA	=	
27	Storm Manhole	2		EA	=	
28	Structural Backfill	200		CYS	=	

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KCB WATER QUALITY IMPROVEMENTS – PHASE I

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29	Headwall Box Culvert 4'x4'	1		EA	=	
30	Box Culvert, 4'x4'	32		LFT	=	
31	Irrigation Fill Line, 2" PVC, undistributed	222		LFT	=	
32	Irrigation Fill Line, 2" Gate Valve	2		EA	=	
33	Irrigation Fill Line, 2" Tapping Sleeve	1		EA	=	
34	Seed Mix, Scottish Lynx Fescue	70,000		SFT	=	
35	Inlet Erosion Control Bags	3		EA	=	
36	Inlet Protection, Silt fencing	3		EA	=	
SUBTOTAL						=

Total Cost

ALTERNATE BID #1: TIED CONCRETE BLOCK MAT SPILLWAY						
1001	Tied Concrete Block Mat	6,000		SF	=	
SUBTOTAL						=

Total Cost

ALTERNATE BID #2: POLYETHYLENE POND LINER						
2001	Polyethylene Pond Liner	18,109		SF	=	
2002	Pond Liner, clay	(1,400)		CYS	=	
SUBTOTAL						=

Total Cost

CONTRACTOR _____

TOTAL BID PRICE (Total of all Contract Item Prices not including Alternates #1-2)

_____ (Amount in words)

\$ _____ (amount in figures)

Schedule of Alternates:

See Section 00200 – Instructions to Bidders for further clarification of Alternates. If scope of work does not add or deduct cost indicate as \$0.00. Indicate whether amount is an “Add” or “Deduct” by circling the correct one.

Alternate No. 1 – TIED CONCRETE BLOCK MAT SPILLWAY

(Add / Deduct) Dollars (\$ _____)

Alternate No. 2 – POLYETHYLENE POND LINER

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KCB WATER QUALITY IMPROVEMENTS – PHASE I

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(Add / Deduct) Dollars (\$_____)

RECEIPT OF ADDENDUM (NUMBERS) _____

Additional Provisions

1. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.
2. Bidder agrees that once the Notice to Proceed is issued, work will be substantially complete by June 1, 2012 except for landscape maintenance.
3. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in the amount of five percent (5%) of the Bid in the form of a certified or cashier's check, or a bid bond. The Bid Security will be retained or returned in accordance with Article 8 of the Instructions to Bidders.
 - b. Required executed copy of Bidder's Qualification Statement with supporting data.
 - c. Required Bidder's Financial Statement.
4. The terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.
5. Accompanying this Bid is a certified check, a bank cashier's check, or bid bond which shall become the property of the City of West Lafayette, Indiana, if this Bid shall be accepted by the City of West Lafayette, Indiana, and the undersigned bidder fails to furnish the required bonds and insurance within fifteen (15) days and to enter into a Contract within thirty (30) days after the City's acceptance of this Bid.

IN WITNESS WHEREOF, this Bid is hereby signed and sealed as of the date indicated.

Date: _____ Bidder:
 By: _____

Printed name of signer

Title of signer

END OF SECTION
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CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

PART I

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

Date: _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

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

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

_____ and dated _____ for the sum of

_____ \$ _____

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

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

ACCEPTANCE

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

Contracting Authority Members:

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date: _____

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Table with 4 columns: Contract Amount, Class of Work, Completion Date, Name and Address of Owner. 4 empty rows.

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

Table with 4 columns: Contract Amount, Class of Work, Expected Completion Date, Name and Address of Owner. 4 empty rows.

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

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

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

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

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

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

BID OF

_____ (Contractor)

_____ (Address)

FOR
PUBLIC WORKS PROJECTS
OF

Filed _____, _____

Action taken _____

SECTION 00500

AGREEMENT FORM

KCB WATER QUALITY IMPROVEMENTS– PHASE I

This agreement, made this ____ day of _____, **2011** at West Lafayette, Indiana, by and between the Board of Public Works and Safety for the City of West Lafayette, Indiana (hereinafter referred to as the "City") and _____ (hereinafter referred to as the "Contractor").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

Article 1: SCOPE OF WORK

The Contractor shall furnish all labor and tools and equipment and do all things required for complete installation of the work in accordance with the plans and specifications. The plans and specifications shall be on file in the office of the City Engineer.

Article 2: PAYMENT

The City shall pay to the Contractor, in full and complete payment for all performance of the Contract, in current funds. The estimated sum of _____ defined as the contract price, and computed from the Contractors Bid included herein. The final contract price will be the result of the actual installed quantities of materials multiplied by the corresponding contract unit prices. Variance from the estimated plan quantities will be done by change order for any additions or deletions to the contract as determined by the work and approved by the West Lafayette Board of Public Works and Safety.

Said contract price shall be paid to the Contractor in installments in the manner provided in, and under conditions of, the General Conditions.

If litigation is commenced to enforce any term of this contract, the prevailing party is entitled to receive litigation costs including reasonable attorney fees.

Article 3: CONTRACT DOCUMENTS

The contract documents include this agreement, current wage rate table, the General Conditions, Special Conditions, Materials Specifications, the Contractor's maintenance bond, and the Contractor's certification of insurance, together with plans and any subsequent addenda.

Said documents are hereby incorporated into and made a part of this agreement the same

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as if herein fully set forth.

Article 4: SEVERANCE

The intent of the parties is that this agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

It is understood and agreed that partial payments may be made for the mutual convenience of the City and Contractor but shall not be construed as the City's acceptance of a part or portion of the work. Acceptance is to only in the manner prescribed in the General Conditions.

Article 5: RECORDS

The Contractor will maintain proper records for review by the City.

Article 6: DATE OF COMPLETION

The Contractor agrees that he will have the work contained in this contract substantially complete by October 21, 2011.

IN WITNESS WHEREOF we have set our hands the day and year first above written.

CONTRACTOR:

BOARD OF PUBLIC WORKS AND SAFETY

Name, Title

John R. Dennis, Mayor

Company Name

Brad W. Marley, Member

Sana G. Booker, Member

Jonathan C. Speaker

Elizabeth M. Stull

ATTEST: Judith C. Rhodes, Clerk - Treasurer

END OF SECTION

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SECTION 00700

STANDARD GENERAL CONDITIONS

*TO GOVERN CONSTRUCTION, REPAIR AND MAINTENANCE
CONTRACTS WITH THE CITY OF WEST LAFAYETTE, INDIANA*

**Adopted July 13, 2009 by the Board of Public Works and Safety
of the City of West Lafayette, Indiana**

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ARTICLE 1 SCOPE

- 1.01 Contractor shall furnish all labor and materials, equipment, services, tools, fuel, water, electricity, transportation and all other items necessary for, and incidental to, complete construction of the work, and shall do all things required by the contract documents.
- 1.02 Contractor shall procure all permits and licenses and pay all charges and fees in connection there-with, and shall give all notices, necessary for, and incidental to, lawful prosecution of the work.
- 1.03 The General Conditions apply equally to all classifications of work.

ARTICLE 2 DEFINITIONS

- 2.01 City refers to the City of West Lafayette, Indiana.
- 2.02 Contractor is identified in the written agreement.
- 2.03 Subcontractor is a person, firm or corporation undertaking a portion of the work by virtue of an agreement with the Contractor. A subcontractor bears no contractual relationship to the City and under the City-Contractor agreement is deemed an employee of the Contractor.
- 2.04 Engineer refers to the City Engineer of the City of West Lafayette, Indiana.
- 2.05 Plans refer to the approved drawings, profiles, sections, details and notations issued by the City as the basis for bidding and for construction of the project.
- 2.06 Specifications the written directions, provisions, requirements and instructions, together with all material incorporated therein by reference, pertaining to the work and issued by the City as supplemental to the plans.
- 2.07 Working drawings refer to data sheets, shop and setting drawings, erection drawings, false work drawings, coffer dam plans, bending diagrams for reinforcing steel, and supplemental plans and that which the Contractor is required to submit to the Engineer for approval.
- 2.08 Contract documents include the written agreement between the City and the Contractor together with all Modification Agreements, the plans and specifications together with all addenda, the Contractor's bid, performance bond and certificate of insurance, the Advertisement for Bids, the Instruction to Bidders, these General Conditions, the Special Conditions, and the working drawings.

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- 2.09 Project refers to the improvements which are the subject to the contract documents.
- 2.10 Site is the field location of the project.
- 2.11 Work includes all performance required of the Contractor under the Contract Documents. It also includes all materials, labor, tools, equipment, services, fuel, water, electricity, transportation, apparatus, controls, services, and related items which are necessary, or are customarily furnished, for proper and complete construction, erection and installation of materials, equipment and systems.
- 2.12 Extra Work includes any work by the Contractor in addition to that required by the Contract Documents, when secured by a written Modification Agreement executed by the City and by the Contractor.
- 2.13 Addendum (plural Addenda) is a correction of, addition to, modification of, or clarification of the plans and specifications, and is issued by the Engineer prior to the time set for receiving bids.
- 2.14 Modification Agreement is a written pact between the City and the Contractor, pertaining to the project, and entered subsequently to the signing of the contract.
- 2.15 Approved or Approval refers to an act of the Engineer unless the wording in context refers specifically to another.
- 2.16 Or Equal or Equal To refers to favorable comparison to a specific standard and is by decision of the Engineer.
- 2.17 Graphic Symbols are as defined, or indicated by notation, on the plans and working drawings.
- 2.18 Any technical term or abbreviation which is not defined in the contract documents shall be construed according to its usage in the edition of Indiana Department of Transportation Standard Specification current at the time of signing of the contract.

ARTICLE 3 CODES AND ORDINANCES

- 3.01 The following codes and standards insofar as they pertain to field construction shall govern the work, except that in any case of conflict with the General Conditions or with the plans and specifications said General Conditions and plans and specifications shall govern:

A. Edition of the Indiana Dept. of Transportation Standard Specifications current at

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the time of signing the bids, except that the work "Dept." as used therein shall be changed to "City"

- B. The edition of the American Concrete Institute Code current at the time of signing the bids
- C. The edition of the American Institute of Steel Construction Code current at the time of signing of the bids
- D. Rules and regulations of the Dept. of Fire & Building Services, the State Board of Health of Indiana, and the State Fire Marshal
- E. Codes and Ordinances of the City of West Lafayette, Indiana
- F. Laws of the United States and statutes of Indiana

ARTICLE 4 COORDINATION

- 4.01 The Contractor shall give not less than 72 hours advance notice to the Police Department, the Fire Department and emergency ambulance services before blocking off of any traffic lane, and shall notify said departments when such blockage is removed.
- 4.02 Contractor shall not permit drainage of surface water, storm runoff water, or water standing in any pond or excavation, into any sewer before completion of the project and shall bear all costs of damages to the sewer and to properties connected to such sewer should such drainage into a sewer occur.

ARTICLE 5 PLANS AND SPECIFICATIONS

- 5.01 It is the intent of the plans and specifications that each compliments the other in describing the work. What is called for by one shall be as binding as if called for by both.
- 5.02 It is the intent of the plans and specifications that items which, in the knowledge of craftsmen skilled in the trade, or which are generally known to be necessary to the adequacy or function of the finished project, or which are made mandatory by code, ordinance or statute and are, therefore, included by reference to such code, ordinance or statute, shall be furnished and installed without extra charge even though not specifically mentioned in the contract documents.
- 5.03 In event of discrepancy between the documents the Engineer's interpretation, delivered in writing, shall be a condition precedent to litigation.

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- 5.04 Plans and specifications are prepared in such manner as to facilitate the letting of separate contracts. In each separate contract with the City the word "contractor" shall be used as herein defined: in no case shall it be construed as referring to a subcontractor.

ARTICLE 6 SEVERANCE

- 6.01 The contract is deemed several in the sense that voidance of any part or portion shall not void the remainder. It is deemed entire in the sense that the intent is to establish one price for the doing of the whole work; partial payments are not allocated absolutely to certain parts of the work but are made for the mutual convenience of the Contractor and the City. Partial payment shall not be construed as final acceptance of work done or of any material incorporated into the construction.

ARTICLE 7 CLASSIFICATIONS OF CONSTRUCTION, SEPARATE CONTRACTS

- 7.01 The City shall have the right to engage separate contractors for different classifications of construction, and at any time during the construction period, or thereafter, to engage others for work pertaining to construction or occupancy and not already under contract, and each shall have right of access to the project.
- 7.02 It shall be the duty of each contractor to coordinate his work with that of others, and to place his work in such manner that no extra work or extra expense is placed upon others. Each shall do such cutting and patching as is necessary to receive his work, and shall patch, or integrate into the construction, such cutting to the satisfaction of the City, and shall bear full guarantee responsibility for his cutting and patching of the work of others. Each contractor shall be responsible for excavating to receive his own work and for backfilling such excavation to the standards of the construction specifications.
- 7.03 Where the work of two (2) or more contractors is interdependent for final function, and such final function is impaired by reason of failure of coordination between contractors, the entire cost of correction shall be borne by the contractor responsible. The Engineer shall decide such issues and his written decision shall be a condition precedent to litigation.
- 7.04 Where damage to the project or any of its component parts occurs in consequence of defective materials or workmanship, or of defective or malfunctioning part or mechanism, the contractor responsible for the initial

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installation of such material, workmanship, part of mechanism shall bear all costs of repair of such damage. The Engineer shall decide such issues and his written decision shall be a condition precedent to litigation.

ARTICLE 8 BOND, INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY

8.01 The Contractor shall furnish to the City an acceptable performance and payment bond in the amount of one hundred percent (100%) of the contract price including subsequent modifications of work and contract price. Said bond shall secure the Contractor's performance, and payment of labor, materials, subcontractors, supplies and any furnishing service. Bid bond shall be written by a surety authorized to do business in the State of Indiana and who maintains at least one (1) established place of business, in the State and in a location of which the continuance is not dependent upon decision of individual personnel of the Surety within the State.

8.02 The City of West Lafayette's risk management strategy requires the contractor provide us with evidence of insurance that meets the minimum requirements listed below for this project. This coverage must be placed with an insurance company with an A.M. Best rating of A-:VII or better. Please provide a Waiver of Subrogation in favor of the City of West Lafayette, Indiana as it pertains to Commercial General Liability, Workers Compensation, and Automobile Liability.

8.03 Insurance Requirements:
(a) Commercial General Liability (Occurrence Form)
Each Occurrence \$1,000,000
Products/Completed Operations Aggregate \$2,000,000
General Aggregate \$2,000,000
(other than Prod/Comp Ops Liability)
Personal & Advertising Injury Liability \$1,000,000
Coverage shall be subject to a per project or vendor general aggregate provision that names all jobs performed by subcontractor if applicable. The City of West Lafayette, Indiana must be named as an Additional Insured per ISO forms CG2010 and CG2037 or their equivalent. The insurance will be considered primary and noncontributory before any other applicable coverage. Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(b) Automobile Liability \$1,000,000 each accident
If subcontractor at any time transports hazardous materials, subcontractor shall carry appropriate auto pollution coverage. Hired and Non-Owned auto liability coverage is to be included. The insurance will be considered primary and noncontributory before any other applicable coverage. Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

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(c) Workers Compensation and Employer's Liability

Worker's Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 ea. accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 ea. employee

Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(d) Umbrella Liability

Each Occurrence and Aggregate	\$1,000,000
-------------------------------	-------------

(e) Professional Liability (Applicable for Professional Services only rendered to the City) All subcontractors performing design, engineering, surveying, testing, or other professional services shall carry professional liability (errors and omissions) insurance. This policy shall provide at least \$1,000,000 for each occurrence and \$2,000,000 aggregate.

- 8.04 The Contractor shall secure, and maintain throughout the life of this contract, such insurance as will protect himself, the City and the Engineer from claims for bodily injury, death or property damage, arising from the Contractor's operations under the contract documents. Policies shall include the standard rider for coverage under Paragraph 8.03 of Article 8 of these General Conditions. Each policy shall contain a clause providing that such policy shall not be canceled by the insurer until after 30 days written notice, to the City, of intent to cancel. The Contractor shall not commence construction, or any operation pertaining thereto, until he has obtained all insurance required by this paragraph and shall have filed with the City either the insurer's certificate of such insurance or certified copies of the policies.
- 8.05 Indemnity: The Contractor shall indemnify and save harmless the City and agents and employees of the City, and the Engineer and agents and employees of the Engineer, from and against as allowed by law every loss and expense incurred by the City and agents and employees of the City and the Engineer and agents and employees of the Engineer, these and any of them, on account of claim, demand, payment, suit, action, judgment or recovery occurring by reason of, or out of, the work. Said indemnity shall be in the full amount of recovery had against the City and agents or employees of the City and the Engineer and agents and employees of the Engineer, these and any of them, plus such expense as may be incurred in determining and defending against such action, and plus legal fees of Defense Counsel.
- 8.06 Patents and Royalties: If the Contractor uses any design, device, material, method or process covered by patent or copyright he shall provide for such use by legal agreement with the holder of the patent or copyright and shall pay all fees and charges pertaining thereto.

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ARTICLE 9 USE OF SITE

9.01 The Contractor bears full responsibility for prevention of injury to or destruction of streets, roads, pavements, drives, curbs, parking areas, ponds, graded areas, walkways, fences, signs, plantings and beddings, trees and shrubbery, grass, walls, buildings, structures, wires, poles, guys, foundations, conduits, pipes, mains, sewers, and all appurtenances, apparatus and construction pertaining thereto, and all items of existing construction of whatsoever nature, and shall bear all costs of satisfactory repair, replacement or restitution without additional compensation from the City.

ARTICLE 10 MATERIALS AND TESTING

10.01 Only materials approved by the Engineer as conforming to the plans and specifications shall be used in construction. Approval of a source shall not constitute acceptance of all materials from that source.

10.02 The Contractor shall provide such facilities as the Engineer may require for collecting and forwarding of samples. All samples shall be furnished by the Contractor without charge.

ARTICLE 11 WORKMANSHIP

11.01 Workmanship shall be to the best quality of each trade involved.

ARTICLE 12 PROSECUTION AND PROGRESS

12.01 Construction shall start within the ten (10) calendar days following consecutively after the Engineer's issuance of the notice to proceed, or as soon after said ten (10) days as weather and site conditions shall permit.

12.02 Should the Contractor fail to deploy at the site during normal working hours sufficient labor, equipment and materials to take full advantage of permissive weather and site conditions, or shall perform construction unsuitable or in a reckless or irresponsible manner, or shall neglect or refuse to remove unsuitable construction and replace same with approved construction, or shall discontinue all or any part of construction before completion without approval of the Engineer, or shall fail to pay bills pertaining to the work, or shall become unable adequately to finance the work, the following rights shall accrue to the City:

A. The right to refuse further payment as long as the Contractor's delinquency shall exist, and

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- B. The right to notify the Contractor or Surety, or both, that such delinquency exists and to specify what action shall be taken by the Contractor or Surety, or both. If the Contractor or Surety shall not, within the fourteen (14) calendar days following consecutively after the day of such notice, proceed in accordance therewith, and thereafter continue diligently in accordance therewith, the City shall have the right to take all or any part of the work out of the Contractor's hands. The City shall then have the option of employing others to finish such work or of turning such work over to the Surety for completion. All costs, legal fees and engineering fees thereby incurred by the City shall be deducted from the unpaid balance of the contract price, and, if such unpaid balance is insufficient or non-existent, shall lie against the bond.
- C. The rights stated under (a) and (b) above are not mutually exclusive. The City may exercise any or all of said rights, or may exercise the rights stated under (a) and, at a later date exercise the rights under (b).
- D. The Contractor shall have no additional compensation on account of the City's exercise of rights under (a) and (b) above.

ARTICLE 13 CONTRACTOR'S PROCEDURES AND METHODS

- 13.01 The Contractor is an independent contractor. Construction procedures and methods are at Contractor's option, subject only to quality of materials used and that the finished construction meet the standards of the plans and specifications.
- 13.02 Neither the City nor the Engineer shall be deemed responsible for construction methods or procedures used by the Contractor, nor for the adequacy of safety of construction methods or procedures used by the Contractor.

ARTICLE 14 ACCEPTANCE OF CONSTRUCTION

- 14.01 It is the intent of the contract documents to provide for a completed project. It is the intent of the contract documents that one (1) price be established for the doing of the whole work. The Contractor is an independent contractor, responsible for constructing and turning over to the City the project completed and in accordance with plans and specifications.
- 14.02 No action of the City, its officials, or its agents or employees, and no action of the Engineer or any agent or employee of the Engineer, shall constitute final acceptance of portions or parts of the project, or of workmanship of a portion or part, or of a material installed.
- 14.03 Upon completion of the project the Contractor shall so notify the Engineer. The Board of Public Works and Safety of the City of West Lafayette, Indiana, shall

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then inspect the project and furnish to the Contractor a written list of exceptions, if any. When such exceptions, if any, have been corrected by the Contractor, construction shall be deemed complete. The Board shall then furnish to the Contractor a written acceptance of the project.

ARTICLE 15 EXTRA WORK

15.01 All modification agreements shall be in writing.

ARTICLE 16 PAYMENT

16.01 Partial payments will be made, subject to restrictions stated elsewhere in these General Conditions, in such manner that the total of such payments shall at no time prior to final payment exceed ninety percent (90%) of the Contractor's investment in the work or of the contract price, whichever is the smaller.

16.02 Such payments shall be due and payable on or before the tenth (10th) day of each calendar month on application submitted on or before the first (1st) day of such month.

16.03 Each request for payment shall be supported by an itemized statement listing the following:

- A. Original contract price
- B. Modification agreement prices
- C. Current contract price
- D. Total cumulative value of work done
- E. Deduction of ten percent (10%) of such total cumulative value
- F. Net amount earned
- G. Deduction of previous payments
- H. Amount of payment to be made

16.04 Each request shall be supported by the certificate of the Engineer.

16.05 Ten percent (10%) of the contract price including extras and credits, shall be withheld during the sixty (60) calendar days following consecutively after the date of acceptance of the project and shall be due and payable on the sixty first (61st) day. The Board of Public Works may, at its discretion, waive the sixty (60) day withholding period upon Contractor's submittal of evidence of payment of all claims pertaining to the work, or submittal of waivers of lien executed by creditors.

16.06 The City shall have the right to withhold from amounts due the Contractor sufficient sums to pay all labor, subcontractors, materials suppliers and those

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furnishing services, and such amounts as the City may deem necessary to protect its interest on account of:

- A. defective work;
- B. claim filed or reasonable evidence of a claim to be filed;
- C. failure of the Contractor to make payments properly to labor, subcontractors, materials suppliers and others in interest;
- D. a reasonable doubt that the work can be completed for the unpaid balance; and
- E. failure, or refusal, of the Contractor to expedite the work in compliance with the contract documents.

ARTICLE 17 ASSIGNMENT

17.01 The Contractor shall not assign the contract or monies due under the contract without written consent of the City.

ARTICLE 18 USE OF SUBCONTRACTORS

18.01 The Contractor shall have the right to employ subcontractors for a reasonable amount of the work, and his selection of individual subcontractors shall not be subject to review by, or approval of, the City.

18.02 No contractual relationship, pertaining to the work, shall exist between the City and any subcontractor. No act of supervision or inspection, or any approval or acceptance given, shall be taken as implying a contractual relationship between the City and any subcontractor. A subcontractor is to be deemed an employee of the Contractor. The Contractor shall bear full responsibility for the actions of subcontractors, the same as for other employees of the Contractor.

ARTICLE 19 DISCIPLINE

19.01 The Engineer shall have the right to require removal from the project of employees of the Contractor for overt incompetence, recklessness, negligence, damage to work, or for language, habits, manners or acts offensive to the community.

19.02 No intoxicating beverages shall be permitted on the site. The Engineer shall have the right to require dismissal of any employee appearing to be under the influence of alcohol.

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ARTICLE 20 CLAIMS FOR EXTRA WORK

- 20.01 No claim for extra compensation shall be allowed where based upon failure of the Contractor to understand the plans and specifications, nor upon failure of the Contractor to discover work noted upon the plans or in the specifications.
- 20.02 No claim for extra compensation shall be allowed where based upon an oral agreement. All agreements shall be in writing and signed by all parties to the contract.

ARTICLE 21 DISCHARGE OF CONTRACT

- 21.01 The contract shall be considered as discharged when each and every one of the following conditions have been met:
- A. All construction has been completed and has been accepted by the City.
 - B. Payment in full has been made.
 - C. The guarantee period has expired and no exceptions, given to the Contractor in writing prior to the expiration of the guarantee period, remain uncorrected.
 - D. The provisions of Article 8, Paragraph 8.03 are met either by judgment or settlement or by an applicable statute of limitations.

ARTICLE 22 EXISTING FACILITIES

- 22.01 Wherever the contract documents require connection to, interception of, revision of, or alterations of any existing facility it shall be the duty of the Contractor to uncover such points of connection, interception, revision or alteration before commencing construction related thereto or dependent thereon and to verify the size, location, dimension, elevation and gradient of such existing facility. The Contractor shall notify the Engineer of such findings and, if a discrepancy is found between actual and anticipated conditions, shall not commence related construction until instructions are received from the Engineer and the contract price adjustment, if any, has been agreed to in writing.
- 22.02 Should the Contractor fail to comply with the above provision, and all or any part of the project be impaired by reason of a discrepancy between actual and anticipated conditions, the Contractor shall bear the entire expense of correction and shall receive no compensation thereof.

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ARTICLE 23 OPEN COMPETITION

23.01 Where in the plans and specifications certain materials, trade names, catalog numbers or articles of certain manufacture are mentioned it is done for the purpose of establishing standards of quality, performance, durability and efficiency and is not to be construed as limiting competition. Other name materials may be used if in the opinion of the Engineer they are equal in quality, performance, durability and efficiency to those mentioned, and are of a design in harmony with the work as outlined, and the Engineer gives written approval of a substitution before such articles are ordered by the Contractor.

ARTICLE 24 GUARANTEE

24.01 The Contractor shall guarantee against defects in materials and workmanship for a period of one (1) year commencing with the date of final acceptance of the finished project by the West Lafayette Board of Public Works. The Contractor shall satisfactorily repair or replace any and all defective materials, whether because of the material or the workmanship of installing it, and shall satisfactorily repair or replace any and all defective or malfunctioning parts and mechanisms, all without cost to the City, during the guarantee period. Contractor shall bear all costs of satisfactorily repairing damage to the project, its component parts, and to property, where such damage is a direct result of defective materials or workmanship or of any defective or malfunctioning part of mechanism installed by the Contractor.

24.02 This guarantee shall be secured by a one (1) year extension of the Contractor's performance bond. The guarantee is a part of the contract and is not to be in a separate writing.

ARTICLE 25 NON-DISCRIMINATION

25.01 The Contractor shall, in hiring, comply with the Federal and State statutes and regulations pertaining to nondiscrimination in hiring, and in hiring shall not discriminate on account of race, creed or color.

END OF SECTION

00700-14

SECTION 00800

SUPPLEMENTARY CONDITIONS

SC-01 Plans and Specifications Order of Priority

This project will follow INDOT specifications unless otherwise noted in the plans or bid documents. In the event that conflicting standards and/or specifications exist, the following order shall govern:

- 1) Supplementary Conditions
- 2) Standard General Conditions
- 3) Contract Technical Specifications
- 4) Construction Plans
- 5) West Lafayette Standards
- 6) 2010 INDOT Standard Specifications

ARTICLE 16 PAYMENT

Add the following to the end of section 16.05 of the General Conditions

The Owner will retain ten percent (10%) of the amount due the Contractor on account of each progress payment as "retainage." The retainage will be withheld for sixty (60) days after the date of acceptance of the project and payable to the Contractor on the sixty first (61st) day pending the Contractor's submittal of evidence of all work, payment of all claims being paid, submittal of all "closeout documents" and submittal of waivers of lien executed by creditors.

00800-1

COMMON CONSTRUCTION WAGE SCALE

Date: October 14, 2010

City: West Lafayette

County: Tippecanoe

Project Description and Scope:

**City of West Lafayette
2010 KCB Water Quality Improvements**

We the undersigned common construction wage committee, appointed pursuant to Indiana Code 5-16-7 *et seq.*, do hereby fix and determine the following common construction wage scale to apply on the above referenced project.

HEAVY/HIGHWAY

Classification	Class	Hourly Rate	Fringes	Total:
Asbestos Workers/ Mechanical Insulators				
	Skilled	\$32.34	\$14.69	\$47.03
	Semiskilled	\$18.77	\$8.37	\$27.14
	Unskilled	\$13.71	\$8.10	\$21.81
Asbestos Workers/ Asbestos Abatement				
	Skilled	N/A	N/A	\$0.00
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Boilermakers				
	Skilled	\$33.65	\$20.36	\$54.01
	Semiskilled	\$26.92	\$20.36	\$47.28
	Unskilled	\$20.19	\$20.36	\$40.55
Bricklayers				
	Skilled	\$27.00	\$13.32	\$40.32
	Semiskilled	\$20.25	\$13.32	\$33.57
	Unskilled	\$13.50	\$13.32	\$26.82
Carpenters				
	Skilled	\$24.67	\$13.47	\$38.14
	Semiskilled	\$19.74	\$13.47	\$33.21
	Unskilled	\$14.81	\$13.47	\$28.28
Cement Masons				
	Skilled	\$24.95	\$12.48	\$37.43
	Semiskilled	\$19.96	\$12.48	\$32.44
	Unskilled	\$14.97	\$12.48	\$27.45

Drywall Finishers

Skilled	\$23.05	\$10.97	\$34.02
Semiskilled	\$16.14	\$10.97	\$27.11
Unskilled	\$11.53	\$10.97	\$22.50

Drywall Installers

Skilled	\$25.32	\$14.85	\$40.17
Semiskilled	\$22.79	\$14.85	\$37.64
Unskilled	\$15.20	\$14.85	\$30.05

Electricians

Skilled	\$30.83	\$13.41	\$44.24
Semiskilled	\$18.50	\$13.05	\$31.55
Unskilled	\$12.33	\$5.62	\$17.95

Elevator Constructors

Skilled	\$39.280	\$23.370	\$62.65
Semiskilled	\$27.49	\$21.87	\$49.36
Unskilled	\$21.60	\$21.52	\$43.12

Glaziers

Skilled	\$25.86	\$11.45	\$37.31
Semiskilled	\$18.11	\$9.94	\$28.05
Unskilled	\$12.93	\$8.93	\$21.86

Iron Workers

Skilled	\$27.50	\$18.19	\$45.69
Semiskilled	\$22.00	\$18.19	\$40.19
Unskilled	\$16.50	\$18.19	\$34.69

Laborers

Skilled	\$22.72	\$10.81	\$33.53
Semiskilled	\$22.22	\$10.81	\$33.03
Unskilled	\$21.72	\$10.81	\$32.53

Mechanical Insulators

Skilled	\$32.34	\$14.69	\$47.03
Semiskilled	\$18.77	\$8.37	\$27.14
Unskilled	\$13.71	\$8.10	\$21.81

Millwrights

Skilled	\$25.32	\$13.83	\$39.15
Semiskilled	\$20.26	\$13.83	\$34.09
Unskilled	\$15.20	\$13.83	\$29.03

Operating Engineers

Skilled	\$29.40	\$12.71	\$42.11
Semiskilled	\$26.46	\$12.71	\$39.17
Unskilled	\$22.05	\$12.71	\$34.76

Painters/Brush/Roll

Skilled	\$23.00	\$10.97	\$33.97
Semiskilled	\$16.10	\$10.97	\$27.07
Unskilled	\$11.50	\$10.97	\$22.47

Painters/Spray/Sandblast

Skilled	\$24.00	\$10.97	\$34.97
Semiskilled	\$16.80	\$10.97	\$27.77
Unskilled	\$12.00	\$10.97	\$22.97

Pipefitters & Steamfitters

Skilled	\$33.91	\$12.54	\$46.45
Semiskilled	\$20.35	\$12.54	\$32.89
Unskilled	\$16.96	\$5.95	\$22.91

Plasters

Skilled	\$25.61	\$12.48	\$38.09
Semiskilled	\$20.49	\$12.48	\$32.97
Unskilled	\$15.37	\$12.48	\$27.85

Plumbers

Skilled	\$33.91	\$12.54	\$46.45
Semiskilled	\$20.35	\$12.54	\$32.89
Unskilled	\$16.96	\$5.95	\$22.91

Pointer/Caulker/Cleaners

Skilled	\$27.00	\$13.32	\$40.32
Semiskilled	\$20.25	\$13.32	\$33.57
Unskilled	\$13.50	\$13.32	\$26.82

Roofers

Skilled	\$24.33	\$9.11	\$33.44
Semiskilled	\$17.03	\$6.51	\$23.54
Unskilled	\$12.17	\$2.35	\$14.52

Sheet Metal Workers

Skilled	\$31.01	\$17.91	\$48.92
Semiskilled	\$20.16	\$14.50	\$34.66
Unskilled	\$15.51	\$13.07	\$28.58

Sound and Communication**Workers**

Skilled	\$25.51	\$9.93	\$35.44
Semiskilled	\$15.31	\$9.62	\$24.93
Unskilled	\$12.76	\$5.63	\$18.39

Sprinkler Fitters

Skilled	\$32.19	\$13.00	\$45.19
Semiskilled	\$22.53	\$13.00	\$35.53
Unskilled	\$16.10	\$7.06	\$23.16

Stone Masons

Skilled	\$27.00	\$13.32	\$40.32
Semiskilled	\$20.25	\$13.32	\$33.57
Unskilled	\$13.50	\$13.32	\$26.82

Teamsters

Skilled	\$26.01	\$9.10	\$35.11
Semiskilled	N/A	N/A	N/A
Unskilled	N/A	N/A	N/A

Technical Engineers

Skilled	\$25.32	\$13.83	\$39.15
Semiskilled	N/A	N/A	N/A
Unskilled	N/A	N/A	N/A

Tile & Marble Setters

Skilled	\$28.90	\$9.56	\$38.46
Semiskilled	\$26.01	\$9.56	\$35.57
Unskilled	\$13.00	\$9.56	\$22.56

Terrazzo Workers

Skilled	\$29.50	\$9.66	\$39.16
Semiskilled	\$26.55	\$9.66	\$36.21
Unskilled	\$13.28	\$9.66	\$22.94

Terrazzo Helpers/Finishers

Skilled	\$21.62	\$5.84	\$27.46
Semiskilled	\$18.92	\$5.84	\$24.76
Unskilled	\$12.29	\$5.84	\$18.13

Tile & Marble Helper/Finishers

Skilled	\$19.80	\$5.86	\$25.66
Semiskilled	\$17.95	\$5.86	\$23.81
Unskilled	\$12.66	\$5.86	\$18.52

[Add classifications as required by the project]

Definitions:

Skilled: An individual who performs work in a classification listed on the scale of wages. It shall be presumed that an employee is a skilled worker in that classification, and entitled to receive compensation at the skilled rate, unless the worker satisfies all of the criteria for being categorized as a semi-skilled or unskilled worker.

Semi-skilled: An individual registered in a bona fide apprenticeship program registered with the United States Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. Apprentices are paid pursuant to their individually warranted percentage for the classification of work that they perform as set forth in the apprentice program standards.

Unskilled: An individual with less than twelve months of cumulative experience in the construction trades and who is not registered in a bona fide apprenticeship program.

The above definitions shall not apply to workers in the classification of Laborer.

Apprenticeship Programs:

The Wage Committee determines that the common practice in the county is for contractors to participate in bona fide apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and that the rate of pay for the classifications of labor that participate in such programs is based in part on a percentage of the journeyman's rate (skilled rate herein) depending on the individual's progress in the program.

Workers engaged in such an apprenticeship program will be permitted to work at less than the predetermined rate set out above for the work they perform. Such apprentices must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate which is the skilled hourly rate in this wage scale.

Any worker who is not registered or otherwise employed in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and has twelve or more months of cumulative experience in the construction trades shall be paid at the skilled wage rate on this wage determination for the classification of work actually performed by the worker regardless of how the employer classifies such a worker.

Disputes regarding the appropriate classification of workers and the amounts said workers should be paid may be submitted to the Indiana Department of Labor for investigation.

P. McDermott MTA
Indiana State AFL-CIO Representative Awarding Agency Representative

Bob Mt (Abshie)
Governor's Representative Taxpayer Named by Appointing Agency

Taxpayer Named by County Legislative Date
Body

Format updated 6/06/2006

TECHNICAL SPECIFICATIONS

**Specifications will follow the latest edition of Indiana Department of Transportation Standard Specifications with Supplements, unless otherwise noted.*

SECTION 100 – GENERAL PROVISIONS

SECTION 101 – DEFINITIONS AND TERMS

101.10 CONSTRUCTION LIMITS: Prior to beginning work in the project, the Contractor shall verify the exact limits of construction with the Engineer.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.04 INSURANCE: Refer to Article 8 of the General Conditions for insurance requirements.

103.06 WAGE AND LABOR REQUIREMENTS: The following requirements shall apply for all contractors performing work on public works contracts for the City of West Lafayette, Indiana.

- (a) NON-DISCRIMINATION OF EMPLOYEES: The Contractor for the work specified in this Contract agrees to take affirmative action to insure that applicants and employees of the Contractor (and any subcontractors) are treated in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, color, creed, religion, ancestry, national origin, gender, disability, age, marital status or status with regard to public assistance. Affirmative action shall include but not be limited to the issuance of a policy statement regarding equal employment and its communication to all personnel involved in recruitment, hiring, training, assignment, and promotion; notification of all employment sources of company policy and active efforts to review the qualifications of all applicants regardless of race, color, creed, religion, ancestry, national origin, gender, disability, age, marital status or status with regard to public assistance; recruiting in the minority/female group community for employees; and establishing an internal system of reporting concerning equal employment, recruiting, hiring, training, upgrading and the like. Breach of the obligation to take affirmative action shall be a material breach of the contract for which the City shall be entitled to at its option:

To cancel, terminate, or suspend the contract in whole or in part; and/or to declare the Contractor or Vendor ineligible for further City contracts.

- (b) AFFIDAVITS AND PAYROLLS: The affidavit form provided in a non-collusion affidavit must be properly executed.

SECTION 104 – SCOPE OF WORK

- 104.04 **MAINTENANCE OF TRAFFIC:** The contractor will be responsible for adequate maintenance of traffic measures throughout construction operations and follow the maintenance of traffic details laid out in the plans. All barrels, cones, barricades, flagmen, and other associated items shall be provided to protect the workmen and the public. The contractor shall provide adequate means to safely direct traffic past the point of construction, and shall provide for safely conducting traffic at all other points that are affected by the work, at all times. Prior to the start of work, the contractor shall provide a traffic maintenance plan for engineering approval. Work can only commence after a traffic maintenance plan has been approved. The contractor also needs to coordinate maintenance of traffic with INDOT for work in and around state roads.

Any and all closures and all lane restrictions shall be reviewed and approved by the Owner. Access to all property shall be maintained, and any times where there is a loss of access, the contractor shall coordinate with the property owner and/or occupant(s). When requested by the City, the contractor will provide adequate notification to the media and any property owners prior to commencing work in a given area.

SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

- 107.08 **PUBLIC CONVENIENCE AND SAFETY:** The contractor shall coordinate all work with the West Lafayette Police and Fire Departments, and shall notify both departments whenever any street or access to any property is to be closed off and when any street is re-opened.

The contractor shall be responsible for all proper public safety provisions for the construction site and any machinery or equipment whether in operation or not as well as work zones. No work site(s) shall be left unprotected at any time.

No work site(s) shall be left unprotected at any time. The public shall be protected from inadvertently entering a worksite by appropriate means such as cones, barrels, barricades, fencing, warning lights, arrow boards, flagmen, etc.

The contractor shall bring a traffic safety plan to the pre-construction meeting. The contractor must follow all procedures set forth by the West Lafayette Police Department in coordination with the City Engineer's Office to restrict parking during construction.

- 107.14 **PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:** Contractor shall protect existing trees in a five foot (5') length to all sides of the trunk. This area is to be kept clear of project equipment, project materials,

waste, and excess soil. Minimal digging, trenching, compaction or other soil disturbance is allowed in this area (as determined by the Engineer).

SECTION 108 – PROSECUTION AND PROGRESS

- 108.04 PROSECUTION OF THE WORK: The contractor shall coordinate all work with the City Engineer or designated representative prior to commencing and throughout the contract on at least a daily basis. All material tickets shall be promptly turned in at the end of each day of work for record keeping and basis of payment. Failure to report any material tickets shall result in denial of payment claims by the City.

SECTION 200 – EARTHWORK

SECTION 201 – CLEARING AND GRUBBING

- 201.03 CLEARING AND GRUBBING: Disposal of all logs, limbs, chips, and debris generated by tree removal work will be the responsibility of the contractor. The contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site clean up shall include removal of sawdust, small twigs, chips, leaves, trunks, and limbs from the street, curb, parkway, sidewalk, private lawns, and driveways with appropriate tools for the job. The contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. If damage occurs to adjacent street trees, the city will assess the damage and the contractor will be responsible for any remediation that takes place, up to and including removing and replacing the tree. Holes made in the lawn, regardless of size shall be filled with top soil and sodded. If the hole is smaller than 2'x2', it shall be filled with top soil and seeded with grass seed.

Removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation. The contractor shall make arrangement with the utility for removal of all necessary limbs and branches that may conflict with or create a hazard in conducting the operations of this contract. All pruning shall be in accordance with the International Association of Arborists' standards. The contractor shall properly contact the utility in sufficient time to arrange for any required work by the utility. Delays encountered by the contractor while waiting for the utility to complete its work shall be the responsibility of the contractor.

SECTION 203 – EXCAVATION AND EMBANKMENT

203.09 **GENERAL REQUIREMENTS:** Excavation of existing pavement materials, concrete sidewalks, curbs, cobblestone, or any other materials required in order to properly incorporate construction materials for new sidewalks, curbs, ramps, or pavement shall be completed by the contractor as needed for a complete and finished project. Proper removal and disposal of existing materials shall be the responsibility of the contractor. The costs of all equipment, materials, labor, and any other necessary items required to properly complete any portion of the excavation work shall be included in the cost of the other items. No direct payment will be made for this type of work.

All excavation and surface milling work shall require full depth or minimal depth saw cutting to maintain neat lines for the work and permit the proper removal limits. The costs of all equipment, materials, labor, and any other necessary items required to properly complete the work shall be included in the costs of the other pay items. No direct payment will be made for this work.

The cost of dewatering shall be included in unit price for common excavation.

SECTION 205 – TEMPORARY EROSION AND SEDIMENT CONTROL

205.01 **DESCRIPTION:** The contractor is to keep all construction materials or products of from entering any sewer. The contractor must follow Stormwater Pollution Prevention Details laid out in the plans prior to and during construction.

Polyethelene Pond Liner may be used as an alternate to a clay pond liner if approved by the OWNER prior to construction. The Polyethelene Pond Liner shall be RUFECO 4010B or approved equal and shall be placed per manufacturer specifications.

SECTION 600 – INCIDENTAL CONSTRUCTION

SECTION 616 – RIPRAP AND SLOPEWALL

616.01 **DESCRIPTION:** Furnish and install a tied concrete block mat spillway at the locations specified on the plans according to the standard specifications, the manufacturer's installation guidelines and as detailed herein.

616.02 **MATERIALS:** The tied concrete block mat shall be Flexamat or approved equivalent. The liner shall be a tied concrete block mat delivered in rolls. The individual blocks must be a pyramid rectangular shape 2" thick at center, and 7" x 7" with 1.5" spacing between the blocks. The blocks will be cast around and held together with high strength polypropylene geogrid. The minimum 28 day compressive strength of the concrete blocks must be 4000 psi.

616.08 PLACING TIED CONCRETE BLOCK SPILLWAY: Prior to placing the tied concrete block mats, prepare the sub grade as detailed on the plans. The area must be cleared of rocks and debris 3" or larger. Apply seed directly to the prepared soil prior to installation of Flexamat. Use seed per project specifications.

Install mats to the line and grade shown on the plans according to the manufacturer's installation guidelines.

The manufacturer must provide technical assistance during the slope preparation

616.12 METHOD OF MEASUREMENT: The completed work as described shall be measured and paid for at the contract unit price for the following contract item (pay item):

Contract Item (Pay Item)	Pay Unit
Tied Concrete Block Mat.....	Square Foot

616.13 BASIS OF PAYMENT: Payment for Tied Concrete Block Mat shall include all labor, equipment and materials to complete the work as described. Payment of Geogrid material and installation shall be included in the cost of Tied Concrete Block Mat"

SECTION 621 – SEEDING AND SODDING

621.03 Preparation of Ground before Seeding

See planting notes in the plan sheets.

621.05 Applying Fertilizer, Seed and Mulch

(a) Fertilizer

See planting notes in the plan sheets

(b) Seed

See planting notes in the plan sheets. All seeding operations should be done via hydroseeding.

(c) Mulch

See planting notes in the plan sheets

621.12 Seasonal Limitations

All turf grasses shall be maintained by the contractor until the project is accepted

by the Owner. Watering of all landscape features shall be performed during periods of dry weather or when the landscape features exhibit stress from the dry conditions. The Owner's representative may request additional watering to maintain healthy plant conditions prior to acceptance of the project by the owner. The cost of watering the landscape features shall be included in the cost of the other landscape features placed for this project.

SECTION 700 – STRUCTURES

SECTION 715 – PIPE CULVERTS, AND STORM AND SANITARY SEWERS

715.02 Materials

End sections, animal and trash guards shall be installed per plan.

715.13 Method of Measurement

End sections, animal and trash guards shall be paid for by the number of end sections and animal guards installed.

715.14 Basis of Payment

End section, Animal Guards shall be paid for at the contract unit price per each specified, complete in place. The cost of all materials, labor and parts required to install the end section or animal guard shall be included in the cost of end section or animal guard.

SECTION 720 – MANHOLES, INLETS, AND CATCH BASINS

720.04 GRADE ADJUSTMENT OF EXISTING STRUCTURES: The contractor is responsible for setting all inlets in the project.

SECTION 721 – POND OUTLET

721.01 Description

This work shall consist of furnishing and placing pond outlet structures in accordance with 105.03 and plan details.

721.02 Materials

The outlet structure shall be placed per plan and the plan specifications to ensure control of flow and the ponds water elevation. Pond Outlet structures shall be Inline Water Level Control Structure placed per AgriDrain company material specifications or approved equal.

721.04 Method of Measurement.

Outlet structure will be measured by the number of outlet structure installed.

Contract Item (Pay Item) Pay Unit

Outlet Structure, Str# 610.....	EA
Outlet Structure, Str# 607.....	EA
Outlet Structure, Str# 603.....	EA
Inline Water Level Control Structure.....	EA

721.05 Basis of Payment.

The accepted quantities of this work will be paid for at the contract unit price per each for outlet structure, complete in place. All materials, labor, and parts specified in the plans to construct the outlet structure shall be included in the cost of the outlet structure.

END OF SECTION