

AGREEMENT FORM

WEST LAFAYETTE – NORTHWESTERN GATEWAY LANDSCAPING PROJECT

This agreement, made this 10th day of April, 2012 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 GardenArt, Inc. (hereinafter referred to as the “Contractor”).

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and 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 completion of the Northwestern Gateway Landscaping Project 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 Contractor, in current funds. The estimated sum of \$52,384.00 (fifty-two thousand three hundred and eighty-four dollars and zero cents) defined as the contract price and is computed from the Contractor’s 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, the entire Request For Quote Packet, the General Conditions, Special Conditions, Materials Specifications, 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 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 on a part or portion of the work. Acceptance is 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 completed by May 11, 2012.

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

CONTRACTOR:

BOARD OF PUBLIC WORKS & SAFETY

GardenArt, Inc.

John R. Dennis, Mayor

Sana G. Booker, Member

Bradley W. Marley, Member

Jonathan C. Speaker, Member

Elizabeth M. Stull, Member

ATTEST:

Judith C. Rhodes, Clerk-Treasurer

Purchase of Material and Professional Services for:
Northwestern Gateway Landscaping Project

Quote Sheet

Quotes will be taken under consideration for the issuance of a purchase order to the most responsive and responsible firm which provides a quote most advantageous to the West Lafayette Board of Works.

The Unit Price amounts 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.

The right is reserved to reject any and all quotes for any reason. Substitutions for any material will only be allowed with prior approval.

THE TOTAL COST TO PROVIDE ALL MATERIAL, LABOR AND EQUIPMENT NECESSARY TO COMPLETE THE WORK; WORK MAY BEGIN UPON APPROVAL OF THE PROPOSED WORK SCHEDULE BY WEST LAFAYETTE ENGINEERING DEPARTMENT, FOLLOWING THE ISSUANCE OF A PURCHASE ORDER.

ALL WORK IS TO BE SUBSTANTIALLY COMPLETE BY MAY 11, 2012.

Northwestern Gateway Landscaping Project - QUOTE FORM						
BASE BID:						
Item No.	Item Description	Quantity	Unit price	Unit of Measurement		Total Price
1	Mobilization/Demobilization	1	3800.-	LS	=	3800.-
2	Construction Engineering	1	350.-	LS	=	350.-
3	Maintenance	1	3500.-	LS	=	3500.-
4	Double Shredded Hardwood Mulch	115	47.-	CY	=	5405.-
5	Picea abies "Norway Spruce"	13	250.-	EA	=	3250.-
6	Picea pungens "Colorado Spruce"	13	340.-	EA	=	4420.-
7	Picea pungens "Baby Blue Eyes"	6	300.-	EA	=	1800.-
8	Cornus Baileyi "Redtwig Dogwood"	16	37.-	EA	=	592.-
9	Aronia melanocarpa "Black Chokeberry"	73	35.-	EA	=	2555.-
10	Viburnum x juddii "Judd Viburnum"	35	80.-	EA	=	2800.-
11	Juniperus x pfitzeriana 'Glauca' Pfitzer Juniper	24	40.-	EA	=	960.-
12	Calamagrostis x acutifolia 'Karl Foerster' "Karl Foerster Feather Reed Grass"	518	11.-	EA	=	5698.-
13	Liriodendron tulipifera "Tulip Tree"	1	425.-	EA	=	425.-
14	Acer rubrum "Red Maple"	1	385.-	EA	=	385.-
15	Acer rubrum 'Red Sunset' "Red Maple"	1	385.-	EA	=	385.-
16	Acer rubrum 'October Glory' "Red Maple"	4	385.-	EA	=	1540.-

17	Cladrastis kentukea "Yellowwood"	2	515.-	EA	=	1030.-
18	Zelkova serrata "Japanese Zelkova"	1	440.-	EA	=	440.-
19	Viburnum dentatum "Chicago Lustre" Arrowwood Viburnum"	46	35.-	EA	=	1610.-
20	Quercus rubra "Northern Red" Oak	4	430.-	EA	=	1720.-
21	Celtis occidentalis "Hackberry"	1	385.-	EA	=	385.-
22	Schizachayrium scoparium "Little Bluestem"	218	13.-	EA	=	2834.-
23	Signs (No Trespassing Golf Course Property)	6	75.-	EA	=	450.-
24	Electrical Conduits (2" PVC)	200	4.-	LF	=	800.-
25	Electrical Handholes (24"x24" Quazite Box)	2	875.-	EA	=	1750.-
26	Restoration /Seeding of ground	1	3500.-	LS	=	3500.-

TOTAL BASE QUOTE: \$ 52,384.⁰⁰

ALTERNATE LINE ITEMS: NONE

RECEIPT OF ADDENDUM (NUMBERS) 1

Contractor's Name: GardenArt

Authorized Signature: Sam Oll (Dan Vawter)

Date: 4/3/12 Phone Number: 765-423-4000

