

## **AGREEMENT FORM**

### **WEST LAFAYETTE – KCB WATER QUALITY IMPROVEMENTS PHASE 2 POND PLANTINGS**

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 Roudebush Grading, 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 KCB Water Quality Improvements Phase 2 Pond Plantings 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 \$49,167.25 (forty-nine thousand one hundred and sixty-seven dollars and twenty-five 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 18, 2012.

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

**CONTRACTOR:**

**BOARD OF PUBLIC WORKS & SAFETY**

\_\_\_\_\_  
Roudebush Grading, Inc.

\_\_\_\_\_  
John R. Dennis, Mayor

\_\_\_\_\_  
Sana G. Booker, Member

\_\_\_\_\_  
Bradley W. Marley, Member

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Jonathan C. Speaker, Member

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Elizabeth M. Stull, Member

**ATTEST:**

\_\_\_\_\_  
Judith C. Rhodes, Clerk-Treasurer

Purchase of Material and Professional Services for:  
KCB Water Quality Improvements – Phase 2 – Pond Plantings

Quote Sheet - REVISED

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 18, 2012.**

KCB - Phase 2 - Pond Plantings - QUOTE FORM						
BASE BID:						
Item No.	Item Description	Quantity	Unit price	Unit of Measurement		Total Price
1	Mobilization/Demobilization	1	\$750.00	LS	=	\$750.00
2	Construction Engineering	1	\$500.00	LS	=	\$500.00
3	Maintenance	1	\$3500.00	LS	=	\$3500.00
4	Schizachyrium scoparium (Little Bluestem)	2600	\$3.00	EA	=	\$7800.00
5	Carex emoryi (Riverbank Tussock Sedge)	2527	\$3.00	EA	=	\$7581.00
6	Decodon verticillatus (Swamp Loosestrife)	196	\$3.60	EA	=	\$705.60
7	Scirpus pungens (Three-square Bulrush)	196	\$3.30	EA	=	\$646.80
8	Scirpus validus (Soft-Stem Bulrush)	147	\$3.30	EA	=	\$485.10
9	New England Aster (Aster novae-angliae)	196	\$3.30	EA	=	\$646.80
10	Nymphaea odorata (White Water Lily)	20	\$10.50	EA	=	\$210.00
11	Scirpus validus (Soft-Stem Bulrush)	98	\$3.30	EA	=	\$323.40
12	Juncus effusus (Soft Rush)	420	\$3.15	EA	=	\$1323.00
13	Peltandra virginica (Arrow Arum)	98	\$4.50	EA	=	\$441.00
14	Pontederia cordata (Pickerel Weed)	245	\$8.25	EA	=	\$2021.25
15	Sagittaria latifolia (Arrowhead)	98	\$4.50	EA	=	\$441.00
16	Rudbeckia subtomentosa (Sweet Black-Eyed Susan)	392	\$3.30	EA	=	\$1293.60
17	Aster novae-angliae (New England Aster)	343	\$3.30	EA	=	\$1131.90

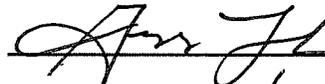
18	Helenium autumnale (Autumn Sneezeweed)	196	\$3.30	EA	=	\$646.80
19	Drystream bed with fabric, river stone	1400	\$7.80	SF	=	\$10920.00
20	Geese Inhibitor	1875	\$3300.00	LF	=	\$3300.00
21	Boulder, Transport and Placement	1	\$2000.00	LS	=	\$2000.00
22	Seed Mix, Scottish Links Fescue	12,500	\$0.09	SF	=	\$1125.00
23	Restoration /Seeding of ground	1	\$1375.00	LS	=	\$1375.00

TOTAL BASE QUOTE: \$ 49167.25

ALTERNATE LINE ITEMS: NONE

RECEIPT OF ADDENDUM (NUMBERS) 1

Contractor's Name: ROUDEBUSH GRADING, INC.

Authorized Signature: 

Date: 3/30/12 Phone Number: (317) 710-8777

