CITY OF
WEST LAFAYETTE

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

FOR

2014 STREET RESURFACING

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

SECTION 00003

CITY OF WEST LAFAYETTE, INDIANA

2014 STREET RESURFACING

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NOTICE TO BIDDERS

The Board of Public Works and Safety of the City of West Lafayette, Indiana will receive sealed bids for the **2014 STREET RESURFACING** until the hour of **8:30 AM** local time on **Wednesday, May 7, 2014** at the Office of the Clerk-Treasurer, Police Station, 711 West Navajo Street, West Lafayette, Indiana 47906 for the completion of the work hereinafter listed. All bids received by said time will be held unopened and then taken to the Board of Public Works meeting at the Morton Community Center, Multi-Purpose Room, 220 N. Chauncey Street, West Lafayette and there be publicly opened and read aloud. Late bids will be returned unopened. No oral, telephoned, telegraphed, facsimile, or email bids or changes to bids will be considered.

This project consists of, but is not limited to, resurfacing various city streets as well as installing new curb and gutter, universal access ramps, sidewalks, and drive approaches throughout the city.

Bids must be entered upon the bid form and the State Board of Accounts Contractor's Bid for Public Work Form 96 (Revised 2013) 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 **"2014 STREET RESURFACING"**. Forms are available at the City Engineer's Office, Morton Community Center, 220 N. Chauncey Street, Room 106, West Lafayette, Indiana.

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, General Conditions, Special Conditions and Specifications are on file at the Office of the Clerk-Treasurer. Copies may be obtained on and after April 18, 2014 without deposit, from the Office of the City Engineer, Morton Community Center, 220 N. Chauncey Street, Room 106, West Lafayette, Indiana, phone (765) 775-5130.

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

CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS & SAFETY
Judith C Rhodes, Clerk-Treasurer

Publish: 4/17/2014 & 4/24/2014

END OF SECTION

SECTION 00200

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.

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 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 State Board of Accounts Contractor's Bid for Public Work Form 96 (Revised 2013). 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 former contracts in force at the time of the bid opening.

3.05 Pursuant to IC 5-22-16.5-13, prior to award of contract the bidder must certify in writing that they are not engaged in investment activities in Iran. Failure to promptly submit this documentation may be basis for rejection of the bid.

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;

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 CONFERENCE

5.01 A pre-bid conference will be held at the City Engineer's office, 220 North Chauncey St Room 108 West Lafayette, Indiana 47906 on April 30, 2014 at 9:00 am local time.

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 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 City Engineer's Office in writing, mailed to: 711 West Navajo Street, West Lafayette, Indiana 47906. 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. No Addenda will be issued later than three (3) days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. 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.

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 8.01 and 8.02 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 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 90th 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 The number of days within which, or the dates by which, the work is to be completed and ready for final payment are set forth in the Agreement and in the Bid Form.

ARTICLE 10 LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages are set forth in the Agreement, if applicable.

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 City Engineer at least five (5) days prior to the date for receipt of bids. 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.

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 State Board of Accounts Contractor's Bid for Public Work Form 96 (Revised 2013) 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.

12.12 Provide verification that it is enrolled and participating in the E-Verify program in accordance with Indiana Code 22-5-1.7-11.

ARTICLE 13 SUBMITTAL OF BID

13.01 A bid shall be submitted no later than the time and place indicated in the Notice 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 much be enclosed in a separate envelope plainly marked on the outside with the notation "**BID – 2014 STREET RESURFACING**". A mailed bid shall be addressed to City of West Lafayette, 711 West Navajo Street, West Lafayette, Indiana 47906 and sent by Certified Mail. Mailed bids must be received no later than the time fixed for opening 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 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 correct sum figures. Discrepancies between the sum amount in figures and the amount in words 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 8 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 8 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

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

SECTION 00300

BID PROPOSAL FORM

2014 STREET RESURFACING PROJECT

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.

ITEM No.	ITEM NAME	QUANTITY	UNIT PRICE	UOM		TOTAL PRICE
1	MILLING (MAX 2 IN.)	16,940		SYD	=	
2	ASPHALT FOR TACK COAT	3,472		GAL	=	
3	HMA INTERMEDIATE, FOR WEDGE AND LEVEL, TYPE B, #11	716		TON	=	
4	HMA SURFACE, TYPE B, #11 (165#/SYD)	3,580		TON	=	
5	HMA PATCHING	100		TON	=	
6	CONCRETE CURB (INCLUDES CURB FOR RAMPS AND APPROACHES)	3,160		LF	=	
7	UNIVERSAL ACCESS RAMP INSTALLATION	285		SYD	=	
8	CONCRETE DRIVE APPROACH	220		SYD	=	
9	CONCRETE SIDEWALK, REMOVE AND REPLACE	516		SYD	=	
10	C.A.B, #53 (UNDISTRIBUTED)/RECYCLED CONCRETE	100		TON	=	
11	HMA SURFACE, TYPE B, FOR ALLEYS	100		TON	=	
12	PAVEMENT MARKING REPLACEMENT (GRANT AND NAVAJO)	1		LS	=	
				TOTAL	=	

CONTRACTOR _____

TOTAL BID PRICE: _____

(amount in words)

$_____

(amount in figures)

RECEIPT OF ADDENDUM (NUMBER) _____

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 completed in accordance with the following:

    a. Grant Street and Russell Street, cannot start until after May 18, 2014.
    b. Navajo Street and 4th Street are to be paved but cannot start until after July 4, 2014 or once the curbs and sidewalks are completed.
    c. Stadium Ave. from Northwestern to University will be closed starting May 19th for a tunnel replacement. This portion of road to be paved will not be ready until August 1st and will still need to be done by the substantial completion date.

    All streets shall achieve substantial completion by August 8, 2014 and final completion by August 15, 2014.

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

SECTION 00500

AGREEMENT FORM

2014 STREET RESURFACING

This agreement, made this ____ day of _____, **2014** 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, construction, and resurfacing 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 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 the work contained in the contract shall be completed in accordance with the following:

- Grant Street and Russell Street, cannot start until after May 18, 2014.
- Navajo Street and 4th Street are to be paved but cannot start until after July 4, 2014 or once the curbs and sidewalks are completed.
- Stadium Ave. from Northwestern to University will be closed starting May 19th for a tunnel replacement. This portion of road to be paved will not be ready until August 1st and will still need to be done by the substantial completion date.

All streets shall achieve substantial completion by August 8, 2014 and final completion by August 15, 2014.

Article 7: PREVAILING PARTY – ATTORNEY FEES

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

Article 8: ENGAGING IN ACTIVITIES WITH IRAN

By signing this Contract, Contractor certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

Article 9: E-VERIFY

Contractor shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section 7(b), the City shall require Contractor to remedy the violation not later than thirty (30) days after the City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

c. If Contractor employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.

d. Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 7(d), Contractor may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.

e. By its signature below, Contractor swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

Article 10: NON-DISCRIMINATION

Contractor agrees:

a. That in the hiring of employees for the performance of work under this

contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That the City may deduct from the amount payable to the contractor a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

d. If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by City and all money due or to become due hereunder will be forfeited.

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

CONTRACTOR:

_____
Name, Title
Company Name

BOARD OF PUBLIC WORKS AND SAFETY

_____
John R. Dennis, Mayor

_____
Sana G. Booker, Member

_____
Bradley W. Marley, Member

_____
Jonathan C. Speaker, Member

_____
Shawn R. Little, Member

ATTEST:_____
Judith C. Rhodes, Clerk-Treasurer

END OF SECTION

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.

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 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.

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 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. This insurance will stay in effect for a period of three (3) years after acceptance of work. 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.

(c) Workers Compensation and Employer's Liability

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

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
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 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 and Safety 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 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.

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.

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 Works and Public Safety. 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

SECTION 00800

SUPPLEMENTARY CONDITIONS

2014 STREET RESURFACING

1. The following shall be added to Article 24 of the General Conditions:

   24.03 Milling and resurfacing work shall be guaranteed in accordance with article 24.01 and the bonding requirements of 24.02.

   24.04 All other work not described in 24.03 shall carry a three (3) year guarantee against damage. If damage shall occur within this window, the engineer will determine whether it is considered normal wear. If the damage is not classified as normal wear, the contractor will be responsible to replace it, at no cost to the city, within a specified time period decided upon by the engineer.

   Warranty Bond: Contractor shall, as a condition to the Owner's obligation to make final payment, supply a three (3) year Warranty Bond executed by a surety meeting the qualifications set forth in Article 8, beginning on the date of Substantial Completion in an amount equal to ten percent (10%) of the Contract amount as adjusted for Change Orders.

2. Material testing will include compaction testing on all backfill to verify that a 95% compaction rate of the material has been achieved. There is no direct payment for this item; the cost for this item shall be included in the cost for other related items. The contractor is responsible for contacting the testing contractor and coordinating the testing schedules.

3. All commercial drive approaches shall have a minimum 10'-0" radii on both sides unless otherwise instructed by Engineer. Residential drive approaches, unless otherwise directed by Engineer, shall be constructed with the flared wing taper typically extending at a 45° angle across the planting strip area. Maximum width of taper shall not exceed 5 feet.

4. Exact set up of each universal access ramp shall be determined in the field by the Contractor and Engineer.

5. Any street that is having curbs replaced and is not being resurfaced will need to have an 18" patch of asphalt surface, measured from the front edge of the gutter. Anything not excavated in the 18" width shall be milled 1.5" to allow for a clean edge on the patch.

6. The city reserves the right to make at anytime during the work such changes in quantities or such alterations in the work as are necessary to satisfactorily complete the project. Changes in work shall be in accordance with INDOT Standard Specifications Section 104.

7. Pavement markings shall be replaced in-kind in accordance with INDOT Standard Specifications Section 108. All markings shall be paint in accordance with INDOT Standard Specifications Section 921. Contractor shall provide owner with plan for marking replacement for review and approval. Pavement marking replacement shall not be measured and will be paid for as "Pavement Marking Replacement," as a lump sum.

END OF SECTION

EXHIBIT A

WAGE RATES

2014 STREET RESURFACING PROJECT

COMMON CONSTRUCTION WAGE SCALE

Date: April 10, 2014

City: Lafayette **County: TIPPECANOE**

Project Description and Scope:

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 to any public works construction projects covered by the Indiana Common Construction Wage Act for which the awarding government agency lets not later than three (3) months after the date the committee adopts a wage scale.

COMMERCIAL BUILDING

Classification	Class	Hourly Rate	Fringes	Total:
Asbestos Workers/ Mechanical Insulators	Skilled	$31.23	16.65	47.88
	Semiskilled	$18.70	8.66	27.36
	Unskilled	$13.64	8.39	22.03
Asbestos Workers/ Asbestos Abatement	Skilled	$22.03	12.40	34.43
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Boilermakers	Skilled	$33.78	25.88	59.66
	Semiskilled	$28.71	25.88	54.59
	Unskilled	$23.65	25.88	49.53
Bricklayers	Skilled	$27.13	14.17	41.30
	Semiskilled	$20.35	14.17	34.52
	Unskilled	$13.57	14.17	27.74
Carpenters	Skilled	$27.16	16.51	43.67
	Semiskilled	$20.37	12.30	32.67
	Unskilled	$12.22	7.00	19.22

Carpet Layers				
	Skilled	$26.05	13.32	39.37
	Semiskilled	$19.54	6.60	29.50
	Unskilled	$11.72	6.60	18.32
Cement Masons				
	Skilled	$25.70	13.98	39.68
	Semiskilled	$20.56	13.98	34.54
	Unskilled	$17.99	13.98	31.97
Drywall Finishers				
	Skilled	$23.60	13.86	37.46
	Semiskilled	$17.70	13.86	31.56
	Unskilled	$11.80	13.86	25.66
Drywall Installers				
	Skilled	$27.16	16.51	43.67
	Semiskilled	$20.37	12.30	32.67
	Unskilled	$12.22	7.00	19.22
Electricians				
	Skilled	$31.04	15.40	46.44
	Semiskilled	$18.62	15.40	34.02
	Unskilled	$12.42	5.97	18.39
Elevator Constructors				
	Skilled	$42.585	30.485	73.07
	Semiskilled	$29.99	30.485	60.475
	Unskilled	$23.69	28.505	52.195
Floorcovers				
	Skilled	$26.05	13.32	39.37
	Semiskilled	$19.54	6.60	29.50
	Unskilled	$11.72	6.60	18.32
Glaziers				
	Skilled	$25.86	13.30	39.16
	Semiskilled	$18.11	11.38	29.49
	Unskilled	$12.93	10.10	23.03
Iron Workers				
	Skilled	$29.29	19.42	48.71
	Semiskilled	$21.97	19.42	41.39
	Unskilled	$17.57	19.42	36.99

Laborers	Skilled	$22.28	12.40	34.68
	Semiskilled	$22.03	12.40	34.43
	Unskilled	$21.28	12.40	33.68
Mechanical Insulators				
	Skilled	$31.23	16.65	47.88
	Semiskilled	$18.70	8.66	27.36
	Unskilled	$13.64	8.39	22.03
Millwrights				
	Skilled	$27.32	16.88	44.20
	Semiskilled	$20.49	12.80	33.29
	Unskilled	$12.29	7.60	19.89
Operating Engineers				
	Skilled	$30.61	15.30	45.91
	Semiskilled	$27.54	15.30	42.84
	Unskilled	$22.96	15.30	38.26
Painters/Brush/Roll				
	Skilled	$23.55	13.86	37.41
	Semiskilled	$17.66	13.86	31.52
	Unskilled	$11.78	13.86	25.64
Painters/Spray/Sandblast				
	Skilled	$24.55	13.86	38.41
	Semiskilled	$18.66	13.86	32.52
	Unskilled	$12.78	13.86	26.64
Paperhanger				
	Skilled	$23.55	13.86	37.41
	Semiskilled	$17.66	13.86	31.52
	Unskilled	$11.78	13.86	25.64
Pipefitters & Steamfitters				
	Skilled	$36.02	14.07	50.09
	Semiskilled	$21.61	14.07	35.68
	Unskilled	$18.01	6.50	24.51
Plasters				
	Skilled	$26.21	14.13	40.34
	Semiskilled	$20.97	14.13	35.10
	Unskilled	$18.35	14.13	32.48

Plumbers				
	Skilled	$36.02	14.07	50.09
	Semiskilled	$21.61	14.07	35.68
	Unskilled	$18.01	6.50	24.51
Pointer/Caulker/Cleaners				
	Skilled	$27.13	14.17	41.30
	Semiskilled	$20.35	14.17	34.52
	Unskilled	$13.57	14.17	27.74
Roofers				
	Skilled	$24.33	10.01	34.34
	Semiskilled	$17.03	7.41	24.44
	Unskilled	$12.17	2.60	14.77
Sheet Metal Workers				
	Skilled	$31.01	20.90	51.91
	Semiskilled	$23.26	17.95	41.21
	Unskilled	$15.51	14.80	30.31
Sound and Communication Workers				
	Skilled	$25.95	11.19	37.14
	Semiskilled	$16.87	10.92	27.79
	Unskilled	$12.98	5.74	18.72
Sprinkler Fitters				
	Skilled	$33.69	15.95	49.64
	Semiskilled	$23.58	15.95	39.53
	Unskilled	$16.85	8.95	25.80
Stone Masons				
	Skilled	$27.13	14.17	41.30
	Semiskilled	$20.35	14.17	34.52
	Unskilled	$13.57	14.17	27.74
Teamsters	Skilled	$27.91	13.87	41.78
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Technical Engineers				
	Skilled	$27.16	16.51	43.67
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A

Tile & Marble Setters				
	Skilled	$28.98	10.85	39.83
	Semiskilled	$26.09	10.85	36.94
	Unskilled	$13.08	10.85	23.93
Terrazzo Workers				
	Skilled	$29.57	10.96	40.53
	Semiskilled	$26.62	10.96	37.58
	Unskilled	$13.35	10.96	24.31
Terrazzo Helpers/Finishers				
	Skilled	$19.96	7.070	27.03
	Semiskilled	$18.11	7.070	25.18
	Unskilled	$12.45	7.070	19.52
Tile& Marble Helpers/Finishers				
	Skilled	$19.07	7.060	26.13
	Semiskilled	$16.37	7.060	23.43
	Unskilled	$12.44	7.060	19.50

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.

Indiana State AFL-CIO Representative

Awarding Agency Representative

ABC

Taxpayer Named by Appointing Agency

Taxpayer Named by County Legislative Body

Date: April 10, 2014

Format updated 6/06/2008

COMMON CONSTRUCTION WAGE SCALE

Date: April 10, 2014

City: Lafayette **County: Tippecanoe**

Project Description and Scope:

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 to any public works construction projects covered by the Indiana Common Construction Wage Act for which the awarding government agency lets not later than three (3) months after the date the committee adopts a wage scale.

HEAVY/HIGHWAY

Classification	Class	Hourly Rate	Fringes	Total:
Asbestos Workers/ Mechanical Insulators	Skilled	$31.23	$16.7	$47.9
	Semiskilled	$18.70	$8.7	$27.4
	Unskilled	$13.64	$8.4	$22.0
Asbestos Workers/ Asbestos Abatement	Skilled	N/A	N/A	0.000
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Boilermakers	Skilled	$33.78	$25.9	$59.7
	Semiskilled	$28.71	$25.9	$54.6
	Unskilled	$23.65	$25.9	$49.5
Bricklayers	Skilled	$27.13	$14.2	$41.3
	Semiskilled	$20.35	$14.2	$34.5
	Unskilled	$13.57	$14.2	$27.7
Carpenters	Skilled	$26.23	$15.86	42.09
	Semiskilled	$19.67	$13.78	33.45
	Unskilled	$11.80	$7.30	19.10
Cement Masons	Skilled	$25.70	$13.98	39.68
	Semiskilled	$20.56	$13.98	34.54
	Unskilled	$17.99	$13.98	31.97

Drywall Finishers				
	Skilled	$23.60	$13.86	37.46
	Semiskilled	$17.70	$13.86	31.56
	Unskilled	$11.80	$13.86	25.66
Drywall Installers				
	Skilled	$26.56	$16.11	42.67
	Semiskilled	$19.92	$12.06	31.98
	Unskilled	$11.95	$7.00	18.95
Electricians				
	Skilled	$31.04	$15.40	46.44
	Semiskilled	$18.62	$15.40	34.02
	Unskilled	$12.42	$5.97	18.39
Elevator Constructors				
	Skilled	$42.585	$30.485	73.070
	Semiskilled	$29.99	$30.485	60.475
	Unskilled	$23.69	$28.505	52.195
Floorcovers				
	Skilled	$26.05	$13.32	39.37
	Semiskilled	$19.54	$6.60	29.50
	Unskilled	$11.72	$6.60	18.32
Glaziers				
	Skilled	$25.86	$13.30	39.16
	Semiskilled	$18.11	$11.38	29.49
	Unskilled	$12.93	$10.10	23.03
Iron Workers				
	Skilled	$29.29	$19.42	48.71
	Semiskilled	$21.97	$19.42	41.39
	Unskilled	$17.57	$19.42	36.99
Laborers				
	Skilled	$23.62	$12.96	36.58
	Semiskilled	$23.12	$12.96	36.08
	Unskilled	$22.62	$12.96	35.58
Mechanical Insulators				
	Skilled	$31.23	$16.65	47.88
	Semiskilled	$18.70	$8.66	27.36
	Unskilled	$13.64	$8.39	22.03

Millwrights				
	Skilled	$27.32	$16.88	44.20
	Semiskilled	$20.49	$12.80	33.29
	Unskilled	$12.29	$7.60	19.89
Operating Engineers				
	Skilled	$30.75	$15.31	46.06
	Semiskilled	$27.68	$15.31	42.99
	Unskilled	$23.06	$15.31	38.37
Painters/Brush/Roll				
	Skilled	$23.55	$13.86	37.41
	Semiskilled	$17.66	$13.86	31.52
	Unskilled	$11.78	$13.86	25.64
Painters/Spray/Sandblast				
	Skilled	$24.55	$13.86	38.41
	Semiskilled	$18.66	$13.86	32.52
	Unskilled	$12.78	$13.86	26.64
Pipefitters & Steamfitters				
	Skilled	$36.02	$14.07	50.09
	Semiskilled	$21.61	$14.07	35.68
	Unskilled	$18.01	$6.50	24.51
Plasters				
	Skilled	$26.21	$14.13	40.34
	Semiskilled	$20.97	$14.13	35.10
	Unskilled	$18.35	$14.13	32.48
Plumbers				
	Skilled	$36.02	$14.07	50.09
	Semiskilled	$21.61	$14.07	35.68
	Unskilled	$18.01	$6.50	24.51
Pointer/Caulker/Cleaners				
	Skilled	$27.13	$14.17	41.30
	Semiskilled	$20.35	$14.17	34.52
	Unskilled	$13.57	$14.17	27.74
Roofers				
	Skilled	$24.33	$10.01	34.34
	Semiskilled	$17.03	$7.41	24.44
	Unskilled	$12.17	$2.60	14.77

Sheet Metal Workers				
	Skilled	$31.01	$20.90	51.91
	Semiskilled	$23.26	$17.95	41.21
	Unskilled	$15.51	$14.80	30.31
Sound and Communication Workers				
	Skilled	$25.95	$11.19	37.14
	Semiskilled	$16.87	$10.92	27.79
	Unskilled	$12.98	$5.74	18.72
Sprinkler Fitters				
	Skilled	$33.69	$15.95	49.64
	Semiskilled	$23.58	$15.95	39.53
	Unskilled	$16.85	$8.35	25.20
Stone Masons				
	Skilled	$27.13	$14.17	41.30
	Semiskilled	$20.35	$14.17	34.52
	Unskilled	$13.57	$14.17	27.74
Teamsters	Skilled	$27.91	$13.87	41.78
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Technical Engineers				
	Skilled	$25.59	$14.60	40.19
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Tile & Marble Setters				
	Skilled	$28.98	$10.85	39.83
	Semiskilled	$26.09	$10.85	36.94
	Unskilled	$13.08	$10.85	23.93
Terrazzo Workers				
	Skilled	$29.57	$10.96	40.53
	Semiskilled	$26.62	$10.96	37.58
	Unskilled	$13.35	$10.96	24.31
Terrazzo Helpers/Finishers				
	Skilled	$19.07	$7.06	26.13
	Semiskilled	$16.37	$7.06	23.43
	Unskilled	$12.44	$7.06	19.50

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Tile & Marble Helper/Finishers

Skilled	$19.96	$7.07	27.03
Semiskilled	$18.11	$7.07	25.18
Unskilled	$12.45	$7.07	19.52

[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.

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Apprenticeship Programs:

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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.

Indiana State AFL-CIO Representative

Awarding Agency Representative

ABC

Taxpayer Named by Appointing Agency

Taxpayer Named by County Legislative Body

Date: April 10, 2014

Format updated 6/06/2005

EXHIBIT B

CONSTRUCTION DRAWINGS

2014 STREET RESURFACING PROJECT

B3 Area Map

Insert by Reference
Typical Construction Guidelines and Details
See City website under Engineering

FRONTAGE RD
US-52-044-H
SAGAMORE PKY W
US-52-044-E
N
W
E
S
BURKE CT
PALMER DR
ANTHROP DR
YEAGER RD
SYCAMORE LN
W NAVAJO ST
NIGHTHAWK DR
E NAVAJO ST
KNOX DR
HAPPY HOLLOW RD
CHIPPEWA ST
PARKRIDGE DR
SACRAMENTO AVE
HURON RD
DELAWARE DR
MIAMI TRL
TECUMSEH PARK LN
PAWNEE DR
TRACE ONE
TRACE FIVE
CAMELBACK BLVD
TRACE FOURTEEN
CARMEL DR
RAINBOW DR
CARLISLE RD
HALL RD
NORTHWESTERN AVE
INDIAN TRAIL DR
MOHAWK LN
WINDSOR DR
BLACKHAWK LN
SEMINOLE DR
PRINCESS DR
SENECA LN
ARROWHEAD DR
PAWNEE CT
PATHWAY LN
LINDBERG RD
GARDEN ST
LINDBERG AVE
PAWNEE CIR
PAWNEE PK
GLENN CT
HITCHING POST RD
MOHICAN CT
ELM DR
LAUREL DR
OAKHURST DR
SUMMIT DR
MAYWOOD DR
WHEELER LN
SHERIDAN RD
WESTERN DR
WOODLAND AVE
RILEY LN
CREIGHTON RD
HOLLOWOOD DR
GRAND VIEW LN
FERNLE AF DR
SUMAC DR
CARROLTON BLVD
GLENWAY ST
N GRANT ST
RAINARD
HILLCREST RD
RIDGEWOOD DR
ROCKLAND DR
W SUNSET LN
CHERRY LN
NORTHRIDGE DR
FOREST HILL DR
TUCKAHO CT
JOHN R WOODEN DR
BEERING DR
LESLIE AVE
KINGSTON DR
SCHILLING ST
BEXLEY RD
ROSS ADE DR
E SUNSET LN
MERIDIAN ST
ROBINSON ST
LINCOLN ST
DAVID ROSS RD
HILLTOP DR
SMILEY ST
CONNOLLY ST
TOWER DR
CARY DR
ALLEN ST
GARFIELD ST
LAWN AVE
DEHART ST
OAK LN
ROSE ST
W OAK ST
E OAK ST
W STADIUM AVE
E STADIUM AVE
STADIUM MALL DR
HAYES ST
VINE ST
6TH ST
SYLVIA ST
MAPLE ST
N MARTIN JISCHKE DR
TARKINGTON DR
5TH ST
W LUTZ AVE
4TH ST
PEARL ST
N GRANT ST
3RD ST
QUINCY ST
MCCORMICK RD
E FOWLER AVE
NCHAUNCEY AVE
CENTRAL DR
WIGGINS ST
HARRISON BRIDGE
US-231-206-A
MCCUTCHEON DR
MACARTHUR DR
2ND ST
OVAL DR
NORTH ST
N RUSSELL ST
WALDRON ST
UNIVERSITY ST
MEMORIAL MALL
1ST ST
DUNLOP DR
ANDREW BL
W COLUMBIA ST
E COLUMBIA ST
US-231-206-A
W STATE ST
E STATE ST
NSALISBURY ST
LITTLETON ST
HOWARD AVE
NIMITZ DR
MARSHALL DR
GATES RD
S MARTIN JISCHKE DR
S RUSSELL ST
S UNIVERSITY ST
MARSTELLER ST
W WOOD ST
BROWN ST
AIRPORT RD
SERVICE DR
SHEETZ ST
S GRANT ST
PIERCE ST
SCHAUNCEY AVE
S SALISBURY ST
S RIVER RD

QUANTITY BREAKDOWN

ITEM	STREET	FROM / TO UNITS BID ITEM PRICE	APPX. LENGTH (FT)	AVG. WIDTH (FT)	MILL (SYD)	TACK / PRIME (GAL)	WEDGE (TON)	HMA SURFACE (TON)		HMA PATCHING (TON)	SIDEWALK (SYD)	DRIVES (SYD)	CONCRETE CURB (LFT)	HANDICAP RAMPS (SYD)
1	GRANT	NORTHWESTERN TO WOOD	2000	36	3111	640	132	660			133		280	155
2	STADIUM	GRANT TO UNIVERSITY	1550	45	2411	620	128	639			83		200	75
3	GLENWAY	SHERIDAN TO END	525	30	817	140	29	144						
4	WESTERN	GLENWAY TO SHERIDAN	1340	30	2084	357	74	369						
5	SHERIDAN	HILLCREST TO LINDBERG	2485	30	3866	663	137	683						
6	RUSSELL	STADIUM TO 3RD	1440	16	0	205	42	211	only paving the Parking lane		250	220	2680	55
7	4TH STREET	UNIVERSITY TO RUSSELL	640	24	996	137	28	141						
8	NAVAJO	SALISBARY TO INDIAN TRAIL	2350	34	3656	710	146	732						
9	UNDISTRUBITED									100				
		TOTAL			16,940	3,472	716	3,580		100	466	220	3,160	285

TECHNICAL SPECIFICATIONS

**Specifications will follow the latest edition of Indiana Department of Transportation Standard Specifications with Supplements, unless otherwise noted. Where conflicts occur between the INDOT Standard Specifications and these Contract Documents, the Contract Documents shall govern.*

SECTION 100 – GENERAL PROVISIONS

SECTION 101 – DEFINITIONS AND TERMS

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

In general, the overlay limits shall be between the front of each gutter or face of each curb, as directed. At intersecting streets and each end of the street being resurfaced, a lapped butt joint will be constructed. The limits of the joint area have been depicted on the details in Exhibit B, however, exact limits shall be determined and approved in the field.

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:

1. PREVAILING PARTY – ATTORNEY FEES: Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

2. ENGAGING IN ACTIVITIES WITH IRAN: By signing this Contract, Contractor certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

3. E-VERIFY: Contractor shall comply with E-Verify Program as follows:

   f. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

g. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section 7(b), the City shall require Contractor to remedy the violation not later than thirty (30) days after the City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

h. If Contractor employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.

i. Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 7(d), Contractor may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.

j. By its signature below, Contractor swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

4. NON-DISCRIMINATION: Contractor agrees:

c. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

d. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That the City may deduct from the amount payable to the contractor a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

d. If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by City and all money due or to become due hereunder will be forfeited.

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

5. 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. 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. Upon the request of the City, the contractor shall provide a traffic maintenance plan for engineering approval. The contractor also needs to coordinate maintenance of traffic with INDOT for work in and around state roads.

No closures shall be allowed, unless specifically coordinated and approved. 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.

No payment will be made for the maintenance of traffic. The cost of this work should be included in the various other associated pay items.

SECTION 105 – CONTROL OF WORK

105.10 INSPECTION OF WORK: The contractor is responsible to contact the City for the following inspections:

(a) Sub-grade evaluation – after removal of existing materials or after excavation on a new installation
(b) Pre-pour – after installation of all forms, reinforcing wire, and expansion material

(c) Final – after removal of all forms and disturbed area has been backfilled, compacted, and seeded/sodded

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 in the Indiana Manual on Uniform Traffic Control Devices, 2008 Edition for Streets and Highways, under Part 6 Temporary Traffic Control, with emphasis on Chapter 6D: Pedestrian and Worker Safety.

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. Once work on a street has begun, the contractor has five working days, weather permitting, to finish the work.

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 stump shall be ground to six (6") inches below the existing surface. 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 site shall be returned to the same state it existed in prior to removal. The contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. Holes made in the lawn, regardless of size 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.

Tree removal shall be paid for at the contract unit price of "Tree Removal, ' per each.

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.

SECTION 205 – TEMPORARY EROSION AND SEDIMENT CONTROL

205.01 DESCRIPTION: The contractor is responsible for maintaining all drainage flow of the gutter during and after construction. The contractor is to keep all construction materials or products of from entering any sewer. The contractor must submit a "Temporary Erosion and Sediment Control" plan for Engineer's approval prior to construction.

205.07 BASIS OF PAYMENT: No payment will be made for the temporary erosion and sediment control. The cost of this work should be included in the various other associated pay items.

SECTION 300 – AGGREGATE PAVEMENT AND BASES

SECTION 301 – AGGREGATE BASE

301.02 MATERIALS: All stone used for base material shall be crushed aggregate meeting Indiana Department of Transportation Standard Specification, Section 301 and 904, or an approved equal. An undistributed quantity of 100 Tons of No. 53 stone has been estimated for this item for undercut and replacement purposes. Additions or deletions to this estimated quantity of stone may be requested to undercut and properly prepare existing sub-base material at locations of patching. Payment for undercutting and stone will be made at the contract unit price for "Compacted Aggregate for Base, No. 53 Stone", per ton.

SECTION 306 – MILLING

306.05 ASPHALT MILLING: Surface milling shall be accomplished in accordance with Indiana Department of Transportation Standard Specifications, Section 306. Surface milling shall in used to prepare existing asphalt or concrete areas for transitioning the new asphalt overlay. Minimum depth saw cuts shall be used to control the limits of milling and to maintain neat lines for installing the new work. Any brick surfaces uncovered during milling operations shall be resurfaced within 24 hours of exposure.

Surface milling under Part A of the Contract shall consist of various areas of variable depth milling to achieve cross slope, butt joints, positive drainage, and other desired results.

The cost of saw cutting shall be included in the unit price for surface milling. Surface milling will be paid at the contract unit price for "Surface Milling" per square yard.

SECTION 400 – ASPHALT PAVEMENTS

SECTION 402 – HOT MIX ASPHALT, HMA, PAVEMENT

402.01 DESCRIPTION: Asphalt Concrete Pavement for installation on city streets shall be Hot Mix Asphalt in accordance with the Indiana Department of Transportation Standard

Specification, Section 402. All hot mix asphalt shall be Type B with a minimum PG 64-22. If a higher grade than that is used, it will be at no additional cost to the owner.

402.03 MATERIALS:

(a) *HMA Base:* HMA Base shall be Hot Asphalt Concrete Pavement meeting Indiana Department of Transportation Standard Specification, Section 402, Type B, #9 and PG 64-22.

(b) *HMA Intermediate:* HMA Intermediate shall be used for wedge and level where specified. HMA Intermediate shall be Hot Asphalt Concrete Pavement meeting Indiana Department of Transportation Standard Specification, Section 402, Type B, #11 (PG 64-22).

(c) *HMA Surface:* HMA Surface shall be Hot Asphalt Concrete Pavement meeting Indiana Department of Transportation Standard Specification, Section 402, Type B, #11 and PG 64-22. Surfaces to be overlaid shall be clean and free of moisture, leaves and other debris prior to and during resurfacing. All surface courses shall be installed uniformly over all existing, mill, wedge and/or patch areas in order to provide a smooth, even finish surface to the street.

402.10 GENERAL: Unless otherwise noted on the detail sheets for each street in Section 4, the typical asphalt overlay street shall consist of milling a six (6) foot wide strip of existing asphalt pavement along the gutter on each side of the street. The milling depth at the lip of gutter shall be at least one and a quarter (1¼) inch and feathered to zero at a point six (6) feet from the lip of gutter. Asphalt material shall also be removed from the surface of the gutter prior to resurfacing.

After milling and gutter stripping is complete and prior to surfacing, a wedge course shall be laid in the center of the street, unless otherwise noted. The wedge course work shall also include cleaning, patching, preparing and tacking the existing surface in order to place a wedge course of variable thickness as determined in the field (approximately fourteen (14) feet wide, one and a half (1½) inches thick at the center and tapered to zero (0) inches at each side). The purpose of this wedge course is to increase the crown height of the street.

Once the wedge course has been properly installed, the surface course may be installed. The overlay thickness should be a minimum of 1¼" to 1½" of HMA Surface material.

See details in Exhibit B of this proposal book.

Manhole adjustments will be done by the City. A paint mark on the near curb and a marker on top of each manhole lid is required to locate each lid surfaced over. See section 720.04 for adjustment of inlet structures.

402.14 JOINTS: Butt joints shall be installed at the transition areas between existing asphalt to remain and new overlay streets. The existing area to remain shall be sawcut in neat lines to a depth equal to the HMA Surface overlay depth. Use existing joints or transitions from previous overlays wherever possible. The existing pavement should then be surface milled to allow the installation of the surface course overlay. No payment will be made for this work. The cost of this work should be included in the cost of the various other associated pay items.

402.20 No direct payment will be made for HMA Base. It should be included in the unit price for "Full Depth Asphalt Patching", per ton.

HMA Intermediate shall be paid at the contract unit price for "HMA Intermediate for Wedge", per ton.

HMA Surface shall be paid at the contract unit price for "HMA Surface" per ton.

SECTION 406 – TACK COAT

406.01 DESCRIPTION: Tack coat shall be used in preparing and treating existing asphalt surface with liquid bituminous material in accordance with Indiana Department of Transportation Standard Specification, Section 406. Tack Coat shall be paid at the contract unit price for "Tack Coat" per gallon.

SECTION 500 – CONCRETE PAVEMENT

SECTION 502 – PORTLAND CEMENT CONCRETE PAVEMENT, PCCP

502.02 MATERIALS: Concrete is to be limestone aggregate, six bag mix with reinforcing as specified. All concrete is to be in accordance with the requirements of the current West Lafayette Standard Specifications and Indiana Department of Transportation Standard Specifications. Where there is a conflict, the West Lafayette Standard Specifications shall rule.

The contractor is responsible for protecting any new concrete work from pedestrian and/or vehicular traffic until it is fully cured and capable of carrying traffic. In the event that it cracks due to lack of strength, the contractor is responsible for replacing the concrete without reimbursement from the City.

Concrete testing is to take place no less than one time every fifty (50) cubic yards or at least one time per day. The cost of this item shall be included in the cost of other related items. The contractor is responsible for contacting the testing contractor and coordinating the concrete pour and testing schedules. The testing requirements are:

- Slump = 4", $\pm$ 1"

- Air Content = 6.5%, $\pm$ 1.5%
- 28 day compressive strength $\geq$ 4000 psi

SECTION 506 – PCCP PATCHING

506.01 DESCRIPTION: Where shown, patching shall mean repair of existing patches or repair of specific locations in the existing pavement prior to surfacing. Approximate patch areas and quantities have been shown on site. All necessary materials, equipment, labor, and other incidental items required for proper installation shall be included in the appropriate contract unit price for patching.

For large patching areas, if the patch is the entire width of the road, it must be done one half of the road at a time. Traffic is to be maintained on the street at all times. The contractor is to submit a traffic maintenance plan compliant with Section 104.04 prior to any work on those areas beginning.

Plan quantities for patching should be considered undistributed and must be coordinated in the field prior to commencing removal. The City Engineer, or representative, shall be present to approve the extents of patching and associated quantity. This quantity shall be deducted from the undistributed plan quantity in the contract. Once the undistributed plan quantity has been exhausted, additional areas will be added to the contract as a change order for the appropriate contract unit prices.

(a) Concrete Patching: After the exact limits of removal have been approved and measured, concrete patching shall be accomplished by neatly full-depth saw cutting the perimeter of the area, then excavating the designated area to a minimum depth of 18 inches and compacting the existing sub-base. The interior portions of concrete shall then be broken into smaller pieces and removed. The contractor shall be responsible for proper removal and disposal of all materials. The remaining sub-base material shall be re-compacted in place. Additional undercut and #53 stone may be required to properly complete compaction of the sub-base. Thickness of concrete for patch shall match existing thickness of surrounding street and the remaining depth be filled with compacted #53 stone. For 6" slabs and thicker, the contractor shall install #5 x 24" long, dowel bars into the perimeter of the patch area on a spacing not to exceed 48" o.c. Prior to placing concrete, the area shall be inspected and approved by the Engineer. Once approval of the base has been granted, the concrete shall be placed in accordance with INDOT Standard Specifications. Curing compound shall be installed as soon as the concrete finishing operations will allow. All work as described above shall be included in the unit price for "Full Depth Concrete Patching" per square yard. Additional undercut and #53 stone will be measured and paid at the contract unit price for "C.A.B., No. 53" per ton.

SECTION 600 – INCIDENTAL CONSTRUCTION

SECTION 604 – SIDEWALKS AND CURB RAMPS

604.02 MATERIALS: Concrete is to be limestone aggregate, six bag mix with either wire reinforcement or fiber reinforcement in the sidewalk and #4 steel reinforcing bars in the curb and gutter. All concrete is to be in accordance with the requirements of the current West Lafayette Standard Specifications and Indiana Department of Transportation Standard Specifications. Where there is a conflict, the West Lafayette Standard Specifications shall rule.

The contractor is responsible for protecting any new concrete work from pedestrian and/or vehicular traffic until it is fully cured and capable of carrying traffic. In the event that it cracks due to lack of strength or negligence in letting traffic on it too soon, the contractor is responsible for replacing the concrete without reimbursement from the City.

Concrete testing is to take place no less than one time every fifty (50) cubic yards or at least one time per day. There is no direct payment for this item, the cost for this item shall be included in the cost for other related items. The contractor is responsible for contacting the testing contractor and coordinating the concrete pour and testing schedules. The testing requirements are:

- Slump = 4", $\pm$ 1"
- Air Content = 6.5%, $\pm$ 1.5%
- 28 day compressive strength $\geq$ 4000 psi

604.03 PORTLAND CEMENT CONCRETE SIDEWALKS AND CURB RAMPS: All new ramps shall be installed in accordance with West Lafayette Standard Specifications and the current ADA Standards. Exact limits of construction for each ramp will be determined in the field by the Engineer. Payment for this item includes removal of all existing material. This item shall be paid at the contract unit price for "Remove and Replace Concrete Curb", per linear foot and "Universal Access Ramp Installation", per square yard.

Concrete sidewalk shall be five feet (5'-0") wide or to match existing, four inches (4") thick, and shall be placed on three inches (3") new compacted granular material. Concrete sidewalk shall be reinforced with wire mesh or fiber reinforcing. All concrete sidewalk must be according to West Lafayette Standard Specifications and current ADA Standards. This item shall be paid for at the contract unit price for "Concrete Sidewalk, Remove and Replace", per square yard.

SECTION 605 – CURBING

605.02 MATERIALS: Concrete is to be limestone aggregate, six bag mix with either wire reinforcement or fiber reinforcement in the sidewalk and #4 steel reinforcing bars in the curb and gutter. All concrete is to be in accordance with the requirements of the

current West Lafayette Standard Specifications and Indiana Department of Transportation Standard Specifications. Where there is a conflict, the West Lafayette Standard Specifications shall rule.

The contractor is responsible for protecting any new concrete work from pedestrian and/or vehicular traffic until it is fully cured and capable of carrying traffic. In the event that it cracks due to lack of strength, the contractor is responsible for replacing the concrete without reimbursement from the City.

Concrete testing is to take place no less than one time every fifty (50) cubic yards or at least one time per day. The cost for this item shall be included in the cost for other related items. The contractor is responsible for contacting the testing contractor and coordinating the concrete pour and testing schedules. The testing requirements are:

- Slump = 4", $\pm$ 1"
- Air Content = 6.5%, $\pm$ 1.5%
- 28 day compressive strength $\geq$ 4000 psi

605.04 CAST IN PLACE CEMENT CONCRETE CURBING: Concrete curb shall be cast in place, 24 inch or to match existing, limestone aggregate curb, formed and placed in accordance with the City of West Lafayette Standard Specification for "chair-back" (Type III) curb. New curb shall be installed on six inches (6") of compacted stone aggregate and set to existing lines and grades in a manner to permit positive drainage. Curb can be reinforced as specified in the City of West Lafayette Standard Specification for "chair-back" curb or with fiber reinforcing. Any patching between the new curb and existing street shall be included in the price of the curb. HMA base or concrete may be used as a material for patching. Any curb installed on the back of sidewalk (i.e. retaining wall use) will be paid for under this item at the same unit price. This item shall be paid for at the contract unit price for "Concrete Curb (Includes Curb for Ramps and Approaches)", per linear foot.

SECTION 610 - APPROACHES

610.02 MATERIALS: Concrete is to be limestone aggregate, six bag mix with either wire reinforcement or fiber reinforcement in the sidewalk and #4 steel reinforcing bars in the curb and gutter. All concrete is to be in accordance with the requirements of the current West Lafayette Standard Specifications and Indiana Department of Transportation Standard Specifications. Where there is a conflict, the West Lafayette Standard Specifications shall rule.

The contractor is responsible for protecting any new concrete work from pedestrian and/or vehicular traffic until it is fully cured and capable of carrying traffic. In the event that it cracks due to lack of strength, the contractor is responsible for replacing the concrete without reimbursement from the City.

Concrete testing is to take place no less than one time every fifty (50) cubic yards or at least one time per day. The cost for this item shall be included in the cost for other related items. The contractor is responsible for contacting the testing contractor and coordinating the concrete pour and testing schedules. The testing requirements are:

- Slump = 4", $\pm$ 1"
- Air Content = 6.5%, $\pm$ 1.5%
- 28 day compressive strength $\geq$ 4000 psi

610.03 GENERAL REQUIREMENTS: Concrete drive approaches shall be formed and placed in accordance with Indiana Department of Transportation Standard Specifications Section 610 as well as West Lafayette Standard Specifications. All drive approaches shall be six inches (6") thick, match existing width unless otherwise instructed by Engineer, and be placed on at least six inches (6") compacted granular fill. Drive approaches shall be reinforced with wire mesh or fiber reinforcing. Exact look of drive approaches will be determined by Engineer. This item shall be paid for at the contract unit price for "Concrete Drive Approach", per square yard. Curb in front of approaches shall be paid for at the contract unit price for "Concrete Curb (Includes Curb for Ramps and Approaches)", per linear foot.

SECTION 617 – INTEGRALLY COLORED AND IMPRINTED CONCRETE

617.01 DESCRIPTION: Work includes imprinted concrete and associated finishes for integrally colored decorative concrete pavement in the apron of the roundabout. Concrete intended to receive imprinted patterns and integral color should be in accordance with INDOT Specification sections 502, 604, and 705.

617.02 SUBMITTALS: Contractor shall submit product data for each product indicated as well as samples for initial selection from manufacturer's full range of color charts. Sample Panels of 2 by 2 feet (610 by 610 mm), shall be provided to demonstrate finish, color, and texture of up to three imprinted concrete and associated finishes. Qualification Data must be provided for Installer and Manufacturer, including names and addresses of past completed projects, with the associated architects, and owners listed.

617.03 QUALITY ASSURANCE: Installer must have a minimum of three year's experience with projects of similar scope and quality. The contractor for this work shall be a licensed contractor who has been trained and equipped by imprinted concrete supplier/manufacturer. Products used must be obtained from the same source throughout Project. A Preinstallation Conference including Contractor and Owner shall be conducted at project site.

Mock-ups:
Locate at site and obtain approval before start of final work. See Mock-up section on these specifications. Mock-ups shall be minimum 4' by 4' (feet) showing representation of each surface type and color in arrangement similar to design

intended in the work. Mock-ups must demonstrate range of finishes and workmanship, including joints and sealing procedures. Approved mock-ups will set quality standards for comparison with remaining work. Contractor must remove mock-ups when work is completed. Approved field samples may become part of the completed work, if approved by Owner, and if undisturbed at completion of project.

617.04 CONSTRUCTION REQUIREMENTS:

A. Comply with imprinted concrete and integral color manufacturer's instructions. Do no install work if air temperature and concrete substrate temperature are not between 45 to 85 deg F before and during installation. In hot weather, install work in early morning or when surfaces are shaded. Protect imprinted concrete and associated finishes from rain for 24 hours. Do not allow plastic to rest against surface.

B. Stamp patterns, where specified in the plans and as chosen by the Owner, shall be placed in accordance with stamp manufacturer recommendations.

C. Joints shall be tooled in patterns indicated on plans.

D. Tooled Joints: Form joints after initial floating by grooving and finishing each edge of joint with grooving tool to a ¼ inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate tool marks on concrete surfaces. Edges of colored concrete not contained by standard concrete shall be tooled in the same manner.

E. Curing: Apply curing compound for colored concrete in accordance with manufacturer's instructions. Apply curing compound at consistent time for each pour to maintain close color consistency.

F. Protect adjacent finished surfaces from splatters.

G. Do not add water to concrete at job site, fog or spray surface with water, or put into pumps or onto tools or brooms.

H. Do not apply color additives meant for integral coloring to surface of concrete.

617.05 PRODUCTS:

A. Water used in concrete must be potable.

B. Stamp mat supplier shall also supply necessary texture skins matching stamp mat textures for texturing areas that cannot be reached with stamping mats.

C. Colored concrete will be an integral coloring application, with coloring additives mixed in accordance with manufacturer's instructions. Mix until color additives are uniformly dispersed throughout mixture.

D. Curing Compound for Colored Concrete: Curing compound shall comply with ASTM C309 and be approved by color additive manufacturer for use with colored concrete.

E. Provide and apply manufacturer's recommended sealer (such as Bomanite Con-Shield or equal) per manufacturer's recommendations. Sealer will prevent deterioration and spalling from deicing salts used in freeze/thaw conditions as well as increase the abrasion resistance of the work.

F. Admixtures: Do not use calcium chloride admixtures.

617.06 EXECUTION:

The area to receive imprinted concrete shall have the sub-grade prepared and compacted as required in concrete specifications. The formwork shall be installed in accordance with concrete specifications and the drawings. The slab reinforcement and thickness shall be as required in concrete specifications. Control joints and/or expansion joints shall be provided in accordance with the drawings and the guidelines established by the American Concrete Institute (ACI). As with any concrete slab, imprinted concrete usually contains construction joints, control joints, and expansion joints; the Contractor shall advise and work with the Engineer to determine the best location for these joints to minimize the visibility of the joints and to minimize unsightly cracking.

While the concrete is still in its plastic stage of set, the imprinting tools shall be applied to the surface. Accurately align stamp mats in sequence and tamp into cementitious stampable overlay to produce imprint pattern, texture, and depth of imprint, according to manufacturer's instructions. Remove stamps from cementitious stampable overlay immediately. Stamp edges, perimeter of pour, and surfaces unable to be imprinted with stamp mat with texture skins. Use stamp tools to imprint grout lines at edges and surfaces unable to be imprinted with stamp mats.

Re-cut existing control joints before cracking occurs, generally within 12 to 24 hours after placement at 70 deg F. Approved curing method shall be applied in accordance with the manufacturer's recommendations immediately after completing the imprinting process. After the initial curing period, the surface of the slab shall be sealed. Apply final coat of sealer uniformly in continuous operation by sprayer according to manufacturer's instructions.

Repair damaged cementitious stampable overlay according to manufacturer's instructions. Clean spillage and soiling from adjacent construction according to manufacturer's instructions. Protect cementitious stampable overlay from damage or deterioration until date of Substantial Completion.

617.07 METHOD OF MEASUREMENT:

Imprinted Concrete will be measured by the square yard of concrete imprinted. The

area of imprinted concrete will be the width of the imprinting multiplied by the length of the concrete imprinting. The areas of imprinted concrete are to be as shown in the project plans.

617.08 BASIS OF PAYMENT:

The accepted quantities of concrete imprinting will be paid for at the contract unit price per square foot for imprinted concrete complete in place.

Concrete Pavement shall be installed in accordance with section 502.

Payment will be made under "Concrete Patching with Imprinting" per square yard.

The cost of concrete imprinting shall include all labor, materials, and surface preparation required to finish, texture, color, and seal the concrete.

The cost of mock-ups as detailed in this specification will not be paid for directly but included in the cost of concrete imprinting.

SECTION 621 – SEEDING AND SODDING

621.05 APPLYING FERTILIZER, SEED, AND MULCH:

(a) Seed:

Seeding shall mean planting grass seed upon all disturbed areas narrower than 18 inches, or as instructed by Engineer, that were grass prior to construction. Seeding shall be in accordance with Indiana Department of Transportation Standard Specification 621 and shall be maintained for at least thirty (30) days. All landscaping shall be in accordance with the City of West Lafayette Standard Specifications. No direct payment will be made for this work. Cost shall be included in the unit price for other pay items.

(b) Mulch:

Contractor shall mulch disturbed areas around existing trees with a three foot by five foot (3'x5') rectangle, three inches (3") thick, of organic mulch and finish level with adjacent finish grades. Do not place mulch against trunks or stems. No direct payment will be made for this work. Cost shall be included in the unit price for other pay items.

621.09 LAYING SOD:

Sod shall be placed upon all disturbed areas wider than 18 inches that were grass prior to construction. Sodding shall be in accordance with Indiana Department of Transportation Standard Specifications Section 621 and shall be maintained for at least thirty (30) days. No direct payment will be made for this work. The cost shall be included in the unit price for other pay items.

SECTION 700 – STRUCTURES

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. The City of West Lafayette Street and Sanitation Department will supply any new inlet castings. The cost for setting the inlets shall be paid for at the contract unit price for "Set Sewer Inlets", per each.

See section 402.10 for grade adjustment of existing manholes.

SECTION 800 – TRAFFIC CONTROL DEVICES AND LIGHTING

SECTION 802 – SIGNS

802.01 DESCRIPTION:

In order to complete the work required by this contract, the Contractor will need to remove parking from the streets on which it is permitted. The Contractor is responsible for obtaining a sufficient number of "No Parking" signs from the West Lafayette Police Department and posting them in accordance with the WLPD procedure for temporary removal of parking. A mutually agreed upon number of "No Parking" signs will be issued at one time. All other labor and material required for this work is to be furnished by the Contractor. No direct payment will be made for this work. The cost shall be included in the unit price for other pay items.

SECTION 900 – MATERIALS DETAILS

SECTION 906 – JOINT MATERIALS

906.02 JOINT SEALING MATERIALS:

All expansion joints are to have 4" capped expansion material and then sealed with self-leveling joint sealer (Sonneborn SL1 or equivalent).

END OF SECTION