



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

FOR

**NORTHWESTERN AVENUE PHASE IV
SAFETY IMPROVEMENTS**

Redevelopment Commission
City of West Lafayette
609 W. Navajo Street
West Lafayette, Indiana

April 14, 2015

SECTION 00003

CITY OF WEST LAFAYETTE, INDIANA

NORTHWESTERN AVENUE PHASE IV
SAFETY IMPROVEMENTS

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SECTION 00100

NOTICE TO BIDDERS

The Redevelopment Commission of the City of West Lafayette, Indiana will receive sealed bids for the **Northwestern Avenue Phase IV Safety Improvement** project until the hour of **8:30 AM** local time on **April 14th, 2015** at the Office of the Clerk-Treasurer, West Lafayette Police Station, 711 West Navajo St., West Lafayette, IN 47906, for the completion of the work hereinafter listed. After said time, all bids received will be taken to the Board of Works meeting at the Morton Community Center, Multi-Purpose Room, 222 N. Chauncey Ave., West Lafayette, **on the same day at 8:30 AM** local time and there be publicly opened and read aloud. Bids received after said time will be returned unopened. No oral, telephoned, telegraphed, facsimile, or email bids or changes to bids will be considered.

This project consists of median reconstruction, curb ramp replacements, storm sewer installation, bus stop bump-out installation, decorative street lighting, new pavement markings and landscaping, along Northwestern Avenue from North Street to Grant Street. Additional curb and gutter installation, sidewalk, trail installation, storm sewer, and decorative street lighting work is to be completed at the intersection of Northwestern Avenue and Cherry Lane. The traffic signals at Northwestern Avenue and Grant Street and Northwestern Avenue and Cherry Lane will be modified with new traffic and pedestrian signal equipment.

Bids must be entered upon the bid form and the State Board of Accounts 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 "**Northwestern Avenue Phase IV Safety Improvement**". Forms are available at the City Engineer's Office, 222 N Chauncey Ave., Room 102, 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. As required by the Indiana Code, a minimum wage has been determined for this Project and will be on file at the office of the Owner at least fifteen (15) days prior to the date set for receipt of bids. Contractor shall pay the minimum wage rates as established by this Wage Scale. Said Wage Scale is a part of this Contract and is incorporated herein as fully as if here set forth.

Instructions to Bidders, General Conditions, Special Conditions, Construction Documents (Bid Set) and Specifications are on file at the Office of the Engineer. Copies may be obtained from Butler, Fairman & Seufert, 10 North Third Street, Lafayette, Indiana, (765) 423-5602.

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NORTHWESTERN AVENUE PHASE IV SAFETY IMPROVEMENTS

Contractors may request a hard copy of the complete set of plans and bid documents for a nonrefundable fee of \$200 for one set. Alternatively, electronic copies will be provided free of charge upon request.

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

CITY OF WEST LAFAYETTE
REDEVELOPMENT COMMISSION
Judith C. Rhodes, Clerk-Treasurer

Publish: March 27th, 2015 and April 3rd, 2015

END OF SECTION

00100-1

NORTHWESTERN AVENUE PHASE IV SAFETY IMPROVEMENTS

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.

1.02 Project Description

“Northwestern Avenue Phase IV Safety Improvements” shall include all items, materials, and resources required to install median modifications, curb, sidewalk, curb ramps, storm sewers, drive approaches, street lighting, new pavement markings and landscaping, along Northwestern Avenue from North Street to Grant Street. Additional installation of curb and gutter, sidewalk, trail, storm sewer, and decorative street lighting work is to be completed along Northwestern Avenue from Dodge Street to Cherry Lane. Traffic signal modifications at Northwestern Avenue and Grant Street and Northwestern Avenue and Cherry Lane to include new traffic and pedestrian signal equipment.”

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 the Indiana State Board of Accounts Form 96. The Bidder's financial statement shall be submitted in a separately sealed envelope, clearly marked Bidder's Financial Statement, enclosed in the sealed envelope containing the bid. Upon request, the financial statement can 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.

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, the bidder should

include the provided 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 or email request to the City Engineer 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 SCHEDULE

- 5.01 3/27/2015 1ST Advertisement to Bid and bid documents available
- 5.02 4/3/2015 2nd Advertisement to Bid
- 5.03 4/8/2015 Last day for Contractor Questions. Questions to be submitted to Butler, Fairman, and Seufert c/o Carly Sheets, 765-423-5602 or email CSheets@BFSEngr.com .
- 5.04 4/9/2015 Final Addendum to be issued to all listed plan holders.
- 5.05 4/14/2015 **BIDS DUE.** The Board of Public Works and Safety, on behalf of Redevelopment Commission, of the City of West Lafayette, Indiana will receive sealed bids for the **Northwestern Avenue Phase III Safety Improvement** project until the hour of **8:30 AM** local time on **April 14th, 2014** at the Office of the Clerk-Treasurer, West

Lafayette Police Station, 711 West Navajo St., West Lafayette, IN 47906. See Notice to Bidders for additional information.

5.06 4/15/2015 Bid approved and notice to proceed given at Redevelopment Commission.

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 Butler, Fairman & Seufert, Inc. in writing, mailed to: 10 N. 3rd St., Lafayette, Indiana 47901 c/o Carly Sheets or email to CSheets@BFSengr.com. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by addenda. Addenda will be e-mailed, mailed or delivered to all who are known by the City of West Lafayette to have received a complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

All questions to be submitted in writing or email by contractors by end of day **April 8th, 2015**. Contractor questions submitted past this deadline will remain unanswered and the contractor should bid the project on the available information. No addendum will be issued less than 48 hours before the submittal deadline, an addendum issued after this time will only be for delay of the bid. The number of addendum to be issued is undetermined.

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

ARTICLE 8 BID SECURITY

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

8.02 The bid security of the successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security

within fifteen (15) days after the Notice of Award, the City may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of the seventh day after the effective date of the agreement or the 60th day after the bid opening, whereupon bid security furnished by such Bidders will be returned.

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

ARTICLE 9 CONTRACT TIMES

9.01 The Notice to Proceed will be on April 15th, 2015. Contractor shall proceed with the preconstruction meeting, coordination efforts, and the ordering and stockpiling of material after receiving notice to proceed. Contractor shall proceed with all work on May 18th, 2015.

The Contract shall be substantially complete, to include: all concrete work, medians, curb, center curb, curb camps, sidewalk, driveways, foundations, conduit, lighting, and longitudinal pavement markings, on or before August 14th, 2015 and final completion and acceptance shall be on or before November 25th, 2015.

No work shall take place on Home Football Saturdays or Home Football Fridays after 2PM. Additionally, no work shall take place 4 hours in advance of or 4 hours after any other home athletic event, without authorization from the Owner.

Contract Milestones	Contract Dates
Notice to Proceed	April 15, 2015
First Day of Construction	May 18, 2015
Substantial Completion: All concrete work, medians, curb, center curb, curb camps, sidewalk, driveways, foundations, conduit, lighting, and longitudinal pavement markings shall be installed.	August 14, 2015
Final Completion: All remaining work	November 25, 2015

If the delivery of the street light poles and/or street luminaires is within two weeks of the Substantial Completion date, or after, the Owner will provide additional time for the removal of existing street light poles and luminaires and the installation of the new street light poles and street light luminaires only. Contractor shall take every effort to install the lighting prior to the Substantial Completion Date or as soon as the lighting equipment is available.

Purdue 2015 Fall Schedule, For Reference Purposes Only:

Boiler Gold Rush (Purdue Freshmen Orientation Week)	August 17-21
Classes Begin	August 24

Labor Day (No Classes)	September 7
Home Football Game	September 12
Home Football Game	September 19
Home Football Game	September 26
Home Football Game	October 10
October Break (No Classes)	October 12-13
Home Football Game	October 31
Home Football Game	November 7
Home Football Game	November 28

Note: Home Men's Basketball Games are unknown at this time.

ARTICLE 10 LIQUIDATED DAMAGES

10.01 The work specified shall be arranged and prosecuted such that Northwestern Avenue is open to all lanes of traffic by **August 14, 2015**, the substantial completion date. Exceptions to this include signal work and the installation of the overhead cantilever sign (excluding the foundation installation) or any other prior approved work that can be accomplished under temporary, day-time only, lane restriction on a case-by-case basis and at the authorization of the Owner.

If all work required for Substantial Completion, as described in Article 9, which requires lane restrictions has not been completed on or before the **August 14, 2015** date shown above, \$1,500/calendar day will be assessed as liquidated damages. After this date, daytime lane restrictions for the remaining work, i.e. signal installation, overhead cantilever sign installation, shall be coordinated with and approved by the Owner.

The contractor should assume for the sake of bidding that if ***all available good weather*** days were not worked including Saturdays and Sundays, and ***overtime was not utilized*** during weekdays to make use of all available daylight, ***no extension of time will be granted*** to the substantial completion date of **August 14, 2015**.

If the work plan shows that it will not meet the substantial completion date, the contractor shall make any and all efforts to increase the work rate such as working overtime, Saturday's and Sunday's. If the Contractor has not shown an effort to work all necessary overtime, Saturday's, and Sundays to bring the project back on schedule, the contractor shall be subject to the Liquidated Damages outlined above and in the table below.

All other features necessary for the completion of the project as shown in the plans including signal work and overhead cantilever sign installation (excluding the foundation installation)

shall be done prior to the **November 25, 2015** deadline or \$1,500/calendar day will be assessed as liquidated damages.

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 Butler, Fairman & Seufert, Inc. prior to **April 8th, 2015**. 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 Indiana State Board of Accounts Form No. 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.
- A bid by an individual shall show the Bidder's name and official address.

A bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.

12.06 Print all names in black ink below the signatures.

12.07 Acknowledge receipt of all Addenda on the Bid Form.

12.08 Show the address and telephone number for communications regarding the bid.

Provide evidence of authority to conduct business as an out-of-state corporation in the State of Indiana in accordance with Article 3 above. Show state contractor license number, if any.

ARTICLE 13 SUBMITTAL OF BID

13.01 A bid shall be submitted no later than **8:30 AM on April 14th, 2015** at the Office of the Clerk-Treasurer, West Lafayette Police Station, 711 West Navajo St., West Lafayette, IN 47906 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 must be enclosed in a separate envelope plainly marked on the outside with the notation "**BID – NORTHWESTERN AVENUE PHASE IV SAFETY IMPROVEMENTS**". A mailed bid shall be addressed to City of West Lafayette Clerk-Treasurer, 711 West Navajo St., West Lafayette, IN 47906 and sent by Certified Mail. Mailed bids must be clearly marked as a bid and received no later than the time fixed for receiving bids.

ARTICLE 14 MODIFICATIONS 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.

16.02 All alternate bids, from the Awarded Contract, will remain subject to acceptance for 180 calendar days after the day of the bid opening

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 the words.

17.02 In evaluating bids, the City will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.03 The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications and financial ability of Bidders to perform the work in accordance with the Contract Documents.

17.04 If the contract is to be awarded, the City will award the contract to the bidder whose bid will be in the best interests of the project.

ARTICLE 18 CONTRACT SECURITY AND INSURANCE

18.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the City's requirements as to performance and payment bonds and insurance. When the successful Bidder delivers the executed Agreement to the City, it must be accompanied by such bonds.

18.02 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the City's requirements as to insurance. Certificates of Insurance (and other evidence of insurance requested by the City or other additional insured) must be furnished, as required, before beginning work.

ARTICLE 19 SIGNING OF AGREEMENT

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

ARTICLE 20 SALES AND USE TAX

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

ARTICLE 21 RETAINAGE

21.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 22 WAGE RATES

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

00200-10

NORTHWESTERN AVENUE PHASE IV SAFETY IMPROVEMENTS

SECTION 00300

**BID PROPOSAL FORM
NORTHWESTERN AVENUE PHASE IV SAFETY IMPROVEMENTS**

CONTRACTOR _____

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

BASE BID ITEMS						
ITEM No.	ITEM NAME	QUANTITY	UOM	Unit Price		TOTAL PRICE
1	CONSTRUCTION ENGINEERING	1	LS		=	
2	MOBILIZATION AND DEMOBILIZATION	1	LS		=	
3	CLEARING RIGHT OF WAY	1	LS		=	
4	STRUCTURES AND OBSTRUCTIONS, REMOVE	1	LS		=	
5	CONCRETE WASHOUT	1	LS		=	
6	PAVEMENT REMOVAL	2,133	SYS		=	
7	EXCAVATION, COMMON	486	CYS		=	
8	BORROW	95	CYS		=	
9	TEMPORARY INLET PROTECTION	11	EACH		=	
10	TEMPORARY SILT FENCE	365	LFT		=	
11	SUBGRADE TREATMENT, TYPE II	1,163	SYS		=	
12	SUBGRADE TREATMENT, TYPE III	344	SYS		=	
13	STRUCTURAL BACKFILL, TYPE 2	100	CYS		=	
14	COMPACTED AGGREGATE, NO. 53, BASE	683	TON		=	
15	MILLING ASPHALT	656	SYS		=	
16	HMA PATCHING, TYPE C, FULL DEPTH PATCH	732	SYS		=	
17	QC/QA-HMA, 3, 70, SURFACE, 9.5 mm	60	TON		=	
18	ASPHALT FOR TACK COAT	0.3	TON		=	
19	HAND RAIL, DECORATIVE	22	LFT		=	
20	HMA FOR SIDEWALK	62	TON		=	
21	SIDEWALK, CONCRETE, 4 IN	1,505	SYS		=	
22	SIDEWALK, CONCRETE, 6 IN	193	SYS		=	
23	CURB RAMP, CONCRETE, A	28	SYS		=	
24	CURB RAMP, CONCRETE, L	69	SYS		=	
25	CURB RAMP, CONCRETE	433	SYS		=	
26	CURB, CONCRETE, 6 IN	2,484	LFT		=	
27	CURB, CONCRETE, 8 IN	295	LFT		=	
28	CURB AND GUTTER, CONCRETE	762	LFT		=	
29	CENTER CURB, C, CONCRETE, MODIFIED	48	LFT		=	

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NORTHWESTERN AVENUE PHASE IV SAFETY IMPROVEMENTS

30	PCCP FOR APPROACHES, 6 IN	181	SYS	=	
31	PCCP FOR APPROACHES, 9 IN	932	SYS	=	
32	NON-WOVEN GEOTEXTILE FABRIC	52	SYS	=	
33	WATER	1	KGAL	=	
34	TOPSOIL	196	CYS	=	
35	SODDING, NURSERY	1,610	SYS	=	
36	MULCH, HARDWOOD SHREDDED BARK	25	CYS	=	
37	SOIL, BIOENGINEERED	26	CYS	=	
38	PLANT, SHRUB, LANDSCAPING	119	EACH	=	
39	PLANT, DECIDUOUS TREE, SINGLE STEM, 1.25 TO 2 IN	28	EACH	=	
40	PLANT, PERENNIAL, RAINGARDEN	110	EACH	=	
41	NO. 9, GRAVEL	10	TON		
42	EROSION CONTROL, BIODEGRADABLE COCONUT COIR LOG, 12-IN DIAM.	16	LFT		
43	IRRIGATION, HYDRANT ASSEMBLY	1	EACH		
44	WATER SERVICE CONNECTION, 0.75 IN	1	EACH		
45	WATER LINE, COPPER, 0.75 IN	15	LFT		
46	PIPE, TYPE 2 CIRCULAR 12 IN	170	LFT	=	
47	PIPE, TYPE 2 CIRCULAR 15 IN	6	LFT	=	
48	CASTING, ADJUST TO GRADE	7	EACH	=	
49	INLET, B15	3	EACH	=	
50	INLET, C15	5	EACH	=	
51	STORM SEWER MANHOLE, INLET	1	EACH	=	
52	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN	2,000	LFT	=	
53	DETOUR ROUTE MARKER ASSEMBLY	10	EACH		
54	CONSTRUCTION SIGN, A	26	EACH	=	
55	CONSTRUCTION SIGN, B	8	EACH	=	
56	FLASHING ARROW SIGN	180	DAY	=	
57	MAINTAINING TRAFFIC	1	LS	=	
58	BARRICADE, III-B	48	LFT	=	
59	SIGN, OVERHEAD, RELOCATE	2	EACH	=	
60	SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	173	LFT	=	
61	OVERHEAD SIGN STRUCTURE, DECORATIVE MAST ARM, 25 FT	1	EACH	=	
62	OVERHEAD SIGN STRUCTURE, DECORATIVE MAST ARM, 30 FT	1	EACH	=	
63	SIGN, SHEET, WITH LEGEND 0.080"	79	SFT	=	
64	SIGN, SHEET, WITH LEGEND 0.100 IN	203	SFT	=	
65	SIGN, STREET NAME, LED	7	EACH		
66	TRAFFIC SIGNAL EQUIPMENT, REMOVE	1	LS	=	
67	TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIPMENT	1	LS	=	

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68	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN	16	EACH	=
69	SIGNAL PEDESTAL FOUNDATION, A	5	EACH	=
70	SIGNAL POLE, PEDESTAL, 4FT	1	EACH	=
71	CONDUIT, PVC, 2 IN (FOR SIGNALS)	310	LFT	=
72	CONDUIT, REMOVE	100	LFT	=
73	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 30 FT.	3	EACH	=
74	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 35 FT.	2	EACH	=
75	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 45 FT.	1	EACH	=
76	SIGNAL CANTILEVER STRUCTURE, DUAL ARM, 25 FT, 30 FT.	1	EACH	=
77	CANTILEVER FOR SIGNS, 35 FT	1	EACH	=
78	CONDUIT, HDPE, 2 IN, SCHEDULE 80	250	LFT	=
79	PEDESTRIAN PUSH BUTTON, APS	14	EACH	=
80	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, TYPE A	6	EACH	=
81	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, TYPE B	1	EACH	=
82	SIGNAL CANTILEVER STRUCTURE, DRILL SHAFT FOUNDATION, TYPE E	2	EACH	=
83	HANDHOLE SIGNAL, TYPE 2	2	EACH	=
84	HANDHOLE SIGNAL, ADJUST TO GRADE	4	EACH	=
85	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN	14	EACH	=
86	TRAFFIC SIGNAL HEAD, 5 SECTION, 12 IN	3	EACH	=
87	SIGNAL SERVICE, COMMERCIAL PEDESTAL AND FOUNDATION	1	EACH	=
88	SIGNAL CABLE, SERVICE, COPPER. 3C/8GA	20	LFT	=
89	SIGNAL CABLE, CONTROL, COPPER 3C/14GA	1,570	LFT	=
90	SIGNAL CABLE, CONTROL, COPPER 5C/14GA	1,970	LFT	=
91	SIGNAL CABLE, CONTROL, COPPER 7C/14GA	800	LFT	=
92	SIGNAL CABLE CONTROL, COPPER 9C/14GA	350	LFT	=
93	SIGNAL POLE, PEDESTAL, 10 FT	5	EACH	=
94	LUMINAIRE, L.E.D., ACORN, INSTALL	5	EACH	=

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95	LUMINAIRE, L.E.D., COBRA HEAD, INSTALL	31	EACH	=	
96	HANDHOLE, LIGHTING	23	EACH	=	
97	LIGHT STANDARD FOUNDATION, 3FT DIAMETER X 8FT	34	EACH	=	
98	LIGHT POLE, ORNAMENTAL, 14 FT E.M.H., INSTALL	5	EACH	=	
99	LIGHT POLE, ORNAMENTAL, 30 FT E.M.H., W/ MAST ARM, INSTALL	27	EACH	=	
100	LIGHT POLE, ORNAMENTAL, 30 FT E.M.H., W/ DUAL MAST ARM, INSTALL	2	EACH	=	
101	CONNECTOR KIT, UNFUSED	34	EACH	=	
102	CONNECTOR KIT, FUSED	34	EACH	=	
103	MULTIPLE COMPRESSION FITTING, NON-WATERPROOFED	34	EACH	=	
104	MULTIPLE COMPRESSION FITTING, WATERPROOFED	75	EACH	=	
105	INSULATION LINK, NON-WATERPROOFED	34	EACH	=	
106	INSULATION LINK, WATERPROOFED	145	EACH	=	
107	WIRE, NO 10 COPPER, 1/C	2,000	LFT		
108	WIRE, NO 4 COPPER, IN PLASTIC DUCT, IN TRENCH 4 1/C	9,102	LFT	=	
109	WIRE, NO 4 COPPER, IN PLASTIC DUCT, IN CONDUIT 4 1/C	2,638	LFT	=	
110	CONDUIT, PVC, 2 IN (FOR LIGHTING)	2,638	LFT	=	
111	TRANSVERSE MARKING THERMOPLASTIC CROSSWALK, WHITE 24"	633	LFT	=	
112	PAVEMENT MESSAGE MARKING, REMOVE	10	SYS	=	
113	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN	465	LFT	=	
114	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	389	LFT	=	
115	LINE, REMOVE	1,458	LFT	=	
116	TRANSVERSE MARKINGS, THERMOPLASTIC YIELD, WHITE, 27 IN.	36	LFT	=	
117	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	464	LFT	=	
118	TRANSVERSE MARKING, THERMOPLASTIC STOP LINE, 24 IN	183	LFT	=	
119	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	6	EACH	=	
				TOTAL	=

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ALTERNATE BID #1: ITEMS FOR ALTERNATE TURN LANE

ITEM No.	ITEM NAME	QUANTITY	UOM	Unit Price		TOTAL PRICE
1000	TEMPORARY INLET PROTECTION	1	EACH		=	
1001	STRUCTURAL BACKFILL, TYPE 2	10	CYS		=	
1002	SIDEWALK CONCRETE, 4 IN	13	SYS		=	
1003	CURB, CONCRETE, 6 IN	46	LFT		=	
1004	PIPE, TYPE 2 CIRCULAR 12 IN	6	LFT		=	
1005	CASTING, ADJUST TO GRADE	1	EACH		=	
1006	INLET, B15	1	EACH		=	
1007	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	75	LFT		=	
1008	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, WHITE, 12"	70	LFT		=	
				TOTAL	=	

ALTERNATE BID #2: ITEMS FOR LIGHTING AND LUMINAIRES NORTH OF CHERRY LN.

ITEM No.	ITEM NAME	QUANTITY	UOM	Unit Price		TOTAL PRICE
2000	MAINTAINING TRAFFIC	1	LS		=	
2001	LUMINAIRE, L.E.D., 100-140W	21	EACH			
2002	LIGHT POLE, ORNAMENTAL, 24 FT E.M.H., W/ MAST ARM	21	EACH			
2003	HANDHOLE, LIGHTING	9	EACH			
2004	LIGHT STANDARD FOUNDATION, 3FT DIAMETER X 8FT	21	EACH			
2005	CONNECTOR KIT, UNFUSED	21	EACH			
2006	CONNECTOR KIT, FUSED	21	EACH			
2007	MULTIPLE COMPRESSION FITTING, NON-WATERPROOFED	20	EACH			
2008	MULTIPLE COMPRESSION FITTING, WATERPROOFED	42	EACH			
2009	INSULATION LINK, NON-WATERPROOFED	16	EACH			
2010	INSULATION LINK, WATERPROOFED	81	EACH			
2011	WIRE, NO 10 COPPER, 1/C	1,100	LFT			
2012	WIRE, NO 4 COPPER, IN PLASTIC DUCT, IN TRENCH 4 1/C	4,399	LFT			
2013	WIRE, NO 4 COPPER, IN PLASTIC DUCT, IN CONDUIT 4 1/C	3,090	LFT		=	
2014	CONDUIT, PVC, 2 IN (FOR LIGHTING)	3,090	LFT		=	
				TOTAL	=	

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ALTERNATE BID #3: ITEMS FOR FIBER						
ITEM No.	ITEM NAME	QUANTITY	UOM	Unit Price		TOTAL PRICE
3000	MAINTAINING TRAFFIC	1	LS		=	
3001	INSTALLATION OF MASTER CONTROLLER	1	EACH			
3002	VAULT, COMMUNICATION	5	EACH			
3003	CONDUIT, 2 IN (FOR FIBER)	6,582	LFT		=	
3004	FIBER OPTIC CABLE	6,582	LFT			
				TOTAL	=	

ALTERNATE BID #4: ITEMS FOR RADIOS						
ITEM No.	ITEM NAME	QUANTITY	UOM	Unit Price		TOTAL PRICE
4000	INSTALLATION OF MASTER CONTROLLER	1	EACH			
4001	RADIO ANTENNA	8	EACH			
4002	RADIO SPLITTER	5	EACH			
4003	RADIO, INTERCONNECT	5	EACH			
4004	RADIO, INTERCONNECTION SYSTEM TESTING	1	LS		=	
				TOTAL	=	

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CONTRACTOR _____

TOTAL BASE BID PRICE (Total of all Contract Item Prices not including Alternates)

_____ (amount in words)

\$ _____

(amount in figures)

Schedule of Alternates:

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

Alternate No. 1 – ALTERNATE TURN LANE

(Add / Deduct) Dollars (\$_____)

Alternate No. 2 – LIGHTING AND LUMINAIRES NORTH OF CHERRY LN.

(Add / Deduct) Dollars (\$_____)

Alternate No. 3 – FIBER

(Add / Deduct) Dollars (\$_____)

Alternate No. 4 – RADIOS

(Add / Deduct) Dollars (\$_____)

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NORTHWESTERN AVENUE PHASE IV SAFETY IMPROVEMENTS

RECEIPT OF ADDENDUM (NUMBERS) _____

Additional Provisions

1. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.
2. Bidder agrees that once the Notice to Proceed is issued, work will be substantially complete by **August 14, 2015**.
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.

Bidder:

Date: _____

By: _____

Printed name of signer

Title of signer

END OF SECTION

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NORTHWESTERN AVENUE PHASE IV SAFETY IMPROVEMENTS

CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

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NORTHWESTERN AVENUE PHASE IV SAFETY IMPROVEMENTS

SECTION 00500

AGREEMENT FORM

NORTHWESTERN AVENUE PHASE IV SAFETY IMPROVEMENTS

This agreement, made this _____ day of _____, **2015** at West Lafayette, Indiana, by and between the Redevelopment Commission 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 grading 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 Redevelopment Commission.

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 he will have the work contained in this contract in accordance with Section 00200, Article 9 of the Instruction to Bidders.

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

CONTRACTOR:

REDEVELOPMENT COMMISSION

Name, Title

Lawrence T. Oates, President

Company Name

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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NORTHWESTERN AVENUE PHASE IV SAFETY IMPROVEMENTS

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CITY OF WEST LAFAYETTE PROVISIONS REQUIRED FOR ALL CONTRACTS	

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 Engineer of the City of West Lafayette, Indiana, and is the Owner's Representative.
- 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 Schneider Corporation and its Inspector.
- 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

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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. The insurance will be

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

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

(d) Umbrella Liability

Each Occurrence and Aggregate	\$1,000,000
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(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 Redevelopment Commission 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

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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 five percent (**5%**) 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 **Five** percent (**5%**) 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.

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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.

City of West Lafayette Provisions Required in all Contracts

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 w/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:

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

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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.

4. 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.

END OF SECTION

00700-14

SECTION 00800

SUPPLEMENTARY CONDITIONS

SC-01 PLANS AND SPECIFICATIONS ORDER OF PRIORITY

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

- 1) Supplementary Conditions
- 2) Standard General Conditions
- 3) Contract Technical Specifications
- 4) Construction Plans
- 5) West Lafayette Standards
- 6) Project Relevant INDOT Recurring Special Provisions
- 7) 2014 INDOT Standard Specifications
- 8) 2014 INDOT Standard Drawings
- 9) Current INDOT Approved Materials List
- 10) 2011 Indiana Manual on Uniform Traffic Control Devices with Revisions 1 and 2

SC-02 PROGRESS MEETINGS

The contractor shall be responsible for conducting progress meetings on a weekly basis and/or as needed. Contractor will be responsible for notification of applicable parties, which shall include but not be limited to Owner, Engineer, and Utility Companies. The Contractor will be responsible for meeting agenda and minutes produced/distributed. The cost shall be covered under the base bid road construction items.

SC-03 CITY ORDINANCE

The City will waive their Ordinance restricting hours for construction noise, for the time period between Notice To Proceed and Substantial Completion. Therefore, construction noise will not be limited between the hours of 9:00pm and 7:00am, for the construction occurring between May 18th, 2015 and August 14th, 2015.

ARTICLE 16 PAYMENT

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

The Owner will retain five percent (5%) of the amount due the Contractor on account of each progress payment as "retainage". The retainage will be withheld for sixty (60) days after the date of acceptance of the project and payable to the Contractor on the sixty first (61st) day pending the Contractor's submittal of evidence of all work, payment of all

00800-1

claims being paid, submittal of all “closeout documents” and submittal of waivers of lien executed by creditors.

00800-2

NORTHWESTERN AVENUE PHASE IV SAFETY IMPROVEMENTS

EXHIBIT A

WAGE RATES

NORTHWESTERN AVENUE PHASE IV SAFETY IMPROVEMENTS

TS-1

COMMON CONSTRUCTION WAGE SCALE

Date: March 12, 2015

City: West Lafayette

County: Tippecanoe

Project Description and Scope:

City of West Lafayette

ReDolentung 3/12/15
AJ Rose 3/12/15
Eleanor J. Magnarik 3/13/15

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	\$17.20	\$48.43
	Semiskilled	\$18.71	\$8.75	\$27.46
	Unskilled	\$13.65	\$8.48	\$22.13
Asbestos Workers/				
Asbestos Abatement	Skilled	N/A	N/A	N/A
	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	\$27.28	\$14.64	\$41.92
	Semiskilled	\$20.46	\$14.64	\$35.10
	Unskilled	\$13.64	\$14.64	\$28.28
Carpenters				
	Skilled	\$26.39	\$16.30	42.69
	Semiskilled	\$19.79	\$12.05	31.84
	Unskilled	\$11.87	\$7.29	19.16
Cement Masons				
	Skilled	\$25.85	\$14.68	40.53
	Semiskilled	\$20.68	\$14.68	35.36
	Unskilled	\$18.10	\$14.68	32.78

Drywall Finishers

Skilled	\$23.90	\$14.11	38.01
Semiskilled	\$17.93	\$14.11	32.04
Unskilled	\$11.95	\$14.11	26.06

Drywall Installers

Skilled	\$27.81	\$16.91	44.72
Semiskilled	\$20.86	\$12.56	33.42
Unskilled	\$12.51	\$6.34	18.85

Electricians

Skilled	\$31.28	\$16.16	47.44
Semiskilled	\$18.77	\$16.16	34.93
Unskilled	\$12.51	\$6.48	18.99

Elevator Constructors

Skilled	\$43.25	\$32.18	75.43
Semiskilled	\$30.275	\$31.11	61.385
Unskilled	\$23.79	\$30.110	53.90

Floorcovers

Skilled	\$26.50	\$14.54	41.04
Semiskilled	\$19.88	\$10.74	30.62
Unskilled	\$11.93	\$6.94	18.87

Glaziers

Skilled	\$26.26	\$14.05	40.31
Semiskilled	\$18.38	\$11.94	30.32
Unskilled	\$13.13	\$10.53	23.66

Iron Workers

Skilled	\$29.84	\$19.97	49.81
Semiskilled	\$22.38	\$19.97	42.35
Unskilled	\$17.91	\$19.97	37.88

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	\$17.20	48.43
Semiskilled	\$18.71	\$8.75	27.46
Unskilled	\$13.65	\$8.48	22.13

Millwrights

Skilled	\$27.97	\$17.23	45.20
Semiskilled	\$20.98	\$13.02	34.00
Unskilled	\$12.59	\$6.84	19.43

Operating Engineers

Skilled	\$31.55	\$15.81	47.36
Semiskilled	\$28.34	\$15.81	44.15
Unskilled	\$23.66	\$15.81	39.47

Painters/Brush/Roll

Skilled	\$23.85	\$14.11	37.96
Semiskilled	\$17.89	\$14.11	32.00
Unskilled	\$11.93	\$14.11	26.04

Painters/Spray/Sandblast

Skilled	\$24.85	\$14.11	38.96
Semiskilled	\$18.89	\$14.11	33.00
Unskilled	\$12.93	\$14.11	27.04

Pipefitters & Steamfitters

Skilled	\$36.52	\$14.32	50.84
Semiskilled	\$21.91	\$14.32	36.23
Unskilled	\$18.26	\$6.75	25.01

Plasters

Skilled	\$26.66	\$14.58	41.24
Semiskilled	\$21.33	\$14.58	35.91
Unskilled	\$18.66	\$14.58	33.24

Plumbers

Skilled	\$36.52	\$14.32	50.84
Semiskilled	\$21.91	\$14.32	36.23
Unskilled	\$18.26	\$6.75	25.01

Pointer/Caulker/Cleaners

Skilled	\$27.28	\$14.64	41.92
Semiskilled	\$20.46	\$14.64	35.10
Unskilled	\$13.64	\$14.64	28.28

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	\$21.96	52.97
Semiskilled	\$23.26	\$18.83	42.09
Unskilled	\$15.51	\$15.48	30.99

**Sound and Communication
Workers**

Skilled	\$25.47	\$12.17	37.64
Semiskilled	\$16.56	\$11.91	28.47
Unskilled	\$12.74	\$6.23	18.97

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	\$27.28	\$14.64	41.92
Semiskilled	\$20.46	\$14.64	35.10
Unskilled	\$13.64	\$14.64	28.28

Teamsters

Skilled	\$27.91	\$13.52	41.43
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	\$29.16	\$11.17	40.33
Semiskilled	\$26.27	\$11.17	37.44
Unskilled	\$13.26	\$11.17	24.43

Terrazzo Workers

Skilled	\$29.75	\$11.28	41.03
Semiskilled	\$26.80	\$11.28	38.08
Unskilled	\$13.53	\$11.28	24.81

Terrazzo Helpers/Finishers

Skilled	\$19.24	\$7.39	26.63
Semiskilled	\$16.54	\$7.39	23.93
Unskilled	\$12.61	\$7.39	20.00

Tile & Marble Helper/Finishers

Skilled	\$20.13	\$7.40	27.53
Semiskilled	\$18.28	\$7.40	25.68
Unskilled	\$12.62	\$7.40	20.02

[Add classifications as required by the project]

Definitions:

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

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

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

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

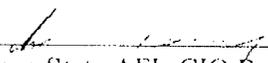
Apprenticeship Programs:

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

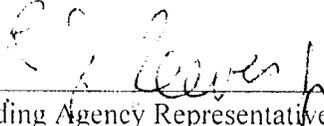
Workers engaged in such an apprenticeship program will be permitted to work at less than the predetermined rate set out above for the work they perform. Such apprentices must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage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

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

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



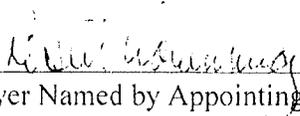
Indiana State AFL-CIO Representative

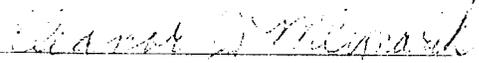


Awarding Agency Representative

ABC

Taxpayer Named by Appointing Agency





Taxpayer Named by County Legislative
Body

Date: March 12, 2015

Format updated 6/06/2006

EXHIBIT B

PROJECT RELEVANT INDOT RECURRING SPECIAL PROVISIONS

805-T-078	Electrical Insulation Sealant	09-01-13
805-T-192	Radio Interconnection	09-01-13
805-T-201	Accessible Pedestrian Signals	03-01-14

805-T-078 ELECTRICAL INSULATION SEALANT

(Adopted 09-01-05)

The electrical insulation sealant for this contract shall be chosen from the following list:

- (a) Aquaseal
 - (b) Electrical 430
 - (c) 3M Electrical Insulation Putty
 - (d) Plyseal Insulating Mastic
 - (e) or approved equal
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805-T-192 RADIO INTERCONNECTION

(Revised 05-16-13)

Description

This work shall consist of furnishing and installing spread spectrum radio equipment for interconnecting traffic signal controllers at signalized intersections.

Materials

The Contractor shall select radio equipment materials from the Department's list of approved Traffic Signal and ITS Control Equipment. The Contractor shall furnish two copies of the instructions for hardware installation, programming and system commissioning.

The spread spectrum radio modems shall provide all the needed features to communicate with NEMA TS2 type 1 and type 2 traffic signal controllers in a coordinated closed loop system. Radio modems shall be capable of both Ethernet and serial data transfer. The radio modems shall be software configurable to be either a master, repeater, repeater/slave, or slave radio. The radio modem shall require no user license from the FCC; operate in the 900 MHz range, and be of frequency hopping spread spectrum, FHSS, technology; support data rates from 1.2 kbps to 115.2 kbps asynchronous; have a receiver sensitivity of at least -110 dBm; have a minimum RF output level of 1 watt; have a minimum of 50 user-selectable hopping patterns and a minimum of 50 RF non-overlapping channels allowing multiple systems to operate in the same line-of-sight path; operate as a transparent RS232, or RS422/RS485, or FSK 1200 baud types of links for use in a point-to-multipoint system; provide an RJ-45 10/100BaseT Ethernet interface; be IP addressable; have an external SMA female type or N-female RP-TNC female antenna connector; and be supplied with power supply for 120V AC operation. The modems shall be rack or shelf mounted in standard NEMA TS2 type 1 or type 2 cabinets. The modems shall have an operation temperature of -40 to 176°F, have a maximum current draw of 500 mA for the transmission of 1 watt of RF output power, while operating on 12V DC. Lighting and transient protection on all data lines and antenna connector, and AC/DC power distribution, shall be provided with the system.

The spread spectrum radio modems must include a Windows based, configuration software package, which will include a graphical user interface, GUI, allowing for ease of programming, through pre-written drivers for all Department approved traffic controllers and have the ability to automatically determine, and connect, at their radios baud, stop and parity settings. The configuration software must allow for signal level, RSSI, data integrity, message polling, and spectral analysis testing. The software must also permit all the radios within a system to be configured from a single location. All radio equipment and cables shall be delivered preconfigured and ready for field operation.

The manufacturer, or vendor, shall supply with each modem, the operational manual containing procedures for all features incorporated in the modem.

a. Transient Protection

Transient protection shall be installed between the radio modem and the field antenna. The transient protection shall be flange mounted in the cabinet and have a minimum transient current of 40kA for 8 x 20

us pulse, an insertion loss or < 0.1 dB, have an operating frequency in the 900 MHz range, allow throughput energy to be < 220 μ J for 6kV/3kA @ 8/20 μ s waveform, have throughput voltage ≤ 144 Vpk, and turn-on voltage shall be ± 600 volts. The unit impedance shall be 50 Ω .

b. Antennas

The antenna for the radio modem at the system master/local controllers shall be capable of providing a transmission range adequate for communication with all radio modems or repeaters in the system and must be configured as a single omni, single-yagi, or dual-yagi (2 single-yagi antennas on differing alignments) for each radio as described below.

(1) Omni Antennas

All omni antennas shall be capable of producing between 6 dBd and 10 dBd (8.15 dBi and 12.15 dBi) of gain while operating in, and covering the entire 902-930 MHz frequency range. The voltage standing wave ratio, VSWR, of the omni antenna shall be 1.5:1 or less when the antenna coax feed impedance is 50 Ω . Omni antennas shall be fabricated of fiberglass, brass, copper, and/or aluminum and shall be rated for wind velocities of at least 100 mph. The minimum length of the omni antenna shall be 60 in. and it shall be designed and fabricated with a fiberglass radome with a minimum diameter of 2 in. to prevent ice from collecting directly on the driven element. All omni antennas shall have a cableless N-female connector directly affixed and sealed to the antenna body. All hardware and fastenings devices shall be fabricated from stainless steel.

(2) Yagi/Dual-Yagi Antennas

All yagi antennas shall be capable of producing between 10 dBd and 13 dBd (12.15 dBi and 15.15 dBi) of gain while operating in, and covering the entire 902-930 MHz frequency range. The voltage standing wave ratio, VSWR, of the omni antenna shall be 1.5:1 or less when the antenna coax feed impedance is 50 Ω . The front to back ratio must be at least 20 dB for each yagi antenna. Yagi-directional antennas shall be fabricated of either anodized or powder coated 6061/T6 aluminum rod and seamless drawn pipe and shall be rated for wind velocities of at least 100 mph. All yagi antennas shall have a cableless N-female connector directly affixed and sealed to the antenna body. The yagi antenna shall be designed and fabricated so that polarization changes (vertical to horizontal) can be made on the antenna mount without adjusting the mast. Single yagis shall be connected by a low loss N-female "T" splitter/coupler and LMR-400 cable to form dual-yagi systems. All hardware and fastenings devices shall be fabricated from stainless steel.

c. Antennas Cable and Hardware

The coaxial cable used as the transient protection to antenna lead shall have no greater than 3.8 dB loss per 100 ft of length and shall be LMR-400.

All LMR-400 connections are to be stripped, deburred, and crimped using the ST-400-EZ LMR-400 stripping tool, DBT-01 LMR-400 deburring tool, and a 0.429 in. hex crimp die for solderless LMR-400 connections respectively. All connections shall be completely sealed by heat shrinking double walled, adhesive lined shrink tubing for weather proofing and strain relief.

Cables shall be included to interface the radio equipment to the transient protection. The antenna mounting hardware shall securely attach the antenna to the strain pole/cantilever arm. The coaxial cable fitting on the antenna shall not support the weight of the coaxial cable run to the base of the strain pole/cantilever arm.

d. Data Cables

Cables shall be included to interface the radio equipment to the system master, co-located secondary controller, remote secondary controllers and any communication interface panels as needed. Cables shall include strain relief back shells designed to mate and lock with the telemetry connector on the system master and local controllers. All radio equipment and cables shall be delivered preconfigured and ready for field operation.

All miscellaneous equipment necessary to complete the installation shall be as specified by the radio modem manufacturer.

Construction Requirements

To receive maximum signal strength, the radio antennas shall be positioned by adjusting the antenna direction while monitoring signal strength through the telemetry radio. The radio antenna mounts shall be securely fastened to the poles. Coaxial cable shall be installed inside metal poles and conduits. External cable on poles shall not exceed 3 ft unless approved by the Engineer. Approved external cable runs exceeding 3 ft shall be secured using manufacturer specified hangers at a maximum spacing of 3 ft. Cable terminations shall be in accordance with the manufacturer's recommendations. Connectors outside of cabinets shall be sealed in accordance with the manufacturer's recommendations. The Contractor shall deburr any holes made in metal poles and install grommets for protection. Drip loops shall be provided between the antenna connector and the metal pole entrance or first pole clamp. Cable bends shall be in accordance with the manufacturer's specified bending radius.

Testing

Test of the radio interconnection system shall be performed after the installation is complete. Notice of the testing shall be provided to the district traffic office at least 2 work days prior to the test. The Contractor shall adjust the radio antennas to optimize the communication signal for the system. The strength of the communication signal shall be determined using computer software provided by the radio interconnection system manufacturer. The test shall be conducted with complete foliage on deciduous trees in the vicinity or on a date approved by the Engineer. The test results shall include the signal strength, site polling results using long message polling, and noise levels. The test results shall be above the minimum guidelines set by the radio interconnect system manufacturer.

Method of Measurement

Radio antenna, radio interconnect, radio splitter will be measured by the number of units installed.

Signal cable will be measured in accordance with 805.15.

Radio, interconnection system testing will not be measured for payment.

Basis of Payment

Radio, interconnection system testing will be paid for at the contract lump sum price.

Signal cable will be paid for in accordance with 805.16.

If specified as pay items, radio antenna, radio interconnect, radio splitter will be paid for at the contract unit price per each.

Payment will be made under:

Pay Item	Pay Unit Symbol
Radio Antenna.....	EACH
Radio Splitter.....	EACH
Radio, Interconnect.....	EACH
Radio, Interconnection System Testing.....	LS

The cost of the radio modem and all component parts, except an antenna or splitter, necessary to interconnect a traffic signal to one or more signalized intersections shall be included in the cost of Radio, Interconnect.

805-T-201 ACCESSIBLE PEDESTRIAN SIGNALS

(Adopted 11-22-13)

The Standard Specifications are revised as follows:

SECTION 805, AFTER LINE 30, INSERT AS FOLLOWS:

Pedestrian push buttons shall be the type designated in the contract documents, APS or Non-APS.

SECTION 805, AFTER LINE 216, INSERT AS FOLLOWS:

When installing push buttons with accessible pedestrian signal, APS, features the Contractor shall verify that the audible tone is discernible from the mid-point of the crosswalk.

SECTION 805, BEGIN LINE 735, DELETE AS FOLLOWS:

The cost of the push button, pedestrian actuated signal sign, any accessible pedestrian signal components ~~as shown on the plans~~, and all hardware required to complete the installation shall be included in the cost of pedestrian push button.

SECTION 922, BEGIN LINE 816, DELETE AND INSERT AS FOLLOWS:

(b) Pedestrian Push-Button

Pedestrian push-button assemblies shall ~~be ADA compliant~~ *meet the standards of the MUTCD and Americans with Disabilities Act, ADA. Pedestrian push-button assemblies shall be vandal and weather resistant, be pressure activated with minimal movement, and cannot be stuck in a closed or constant call position. A red latching LED and audible tone shall be provided for confirmation of an actuation call.*

A type D certification in accordance with 916 shall be provided. Such certification shall contain the contract number, manufacturer's name, model name, supplier's name, location or intersection name, and for a type APS pedestrian push button, the sound level measurement of the audible features of the device.

1. Housing

The pedestrian push-button housing shall be constructed of cast aluminum or stainless steel and powder coated yellow, and furnished with suitable mounting hardware.

2. Latching LED

The normal state of the LED shall be off. When the push-button is pressure activated, the LED shall be lighted and remain on until the beginning of the walk phase. The latching relay shall be mounted in the signal cabinet, controlling two pedestrian phases.

3. Actuator

The actuator shall be stainless steel with *a minimum diameter of 2 in. and a solid state electronic Piezo switch rated for a minimum of 20 million cycles with no moving plunger or moving electrical contacts. The operating voltage shall be 12-24V AC/DC. The actuator's nominal operating force shall be approximately 4 not exceed 5 lb.*

4. Sign

The pedestrian information sign shall be according to the *R10-3e* in accordance with the MUTCD, unless a different MUTCD sign code is indicated on the plans. ~~The legend on the sign shall either be all words or a combination of words and symbol to match the pedestrian signal.~~ The sign base shall be sheet aluminum in accordance with 919.01(b).

5. Accessible Pedestrian Push Buttons

When accessible pedestrian signals, APS, are specified the push-button shall have audible and tactile features. The push-button shall activate both the Walk interval and the APS. The color of the actuator shall contrast visually with the housing or mounting. A standard manufacturer's warranty shall be provided.

a. Audible Features

The pedestrian push-button assembly shall include an audible indication of the Walk interval by either tone or voice and shall be audible from the near side of the associated crosswalk. If the tone for the Walk interval is the same as the locator tone of the push-button it shall have a faster repetition rate than the associated locator tone. The volume of the audible features shall have automatic volume adjustment based on the ambient noise levels. Audible features shall be at least 2 dB but no more than 5 dB louder than ambient sound up to a maximum volume of 89 dB measured at 36 in. from the device. Audible features may be integral to the pedestrian push-button assembly or through a separate speaker housing.

When push buttons are separated by 10 ft or more, the audible indication shall be a tone.

When push buttons are separated by less than 10 ft, the indication shall be a voice message. When voice messages are used, they shall include a clear message that the walk interval is in effect and shall indicate to which crossing it applies.

The pedestrian push button shall have an audible locator tone feature. The locator tone shall have a duration of 0.15 seconds or less and shall repeat at 1 second intervals.

b. Tactile Features

The push button assembly shall incorporate a raised arrow. The arrow shall be raised 0.03125 in. minimum and shall be 1.5 in. minimum in length. The arrow color shall contrast with the background. The push button shall vibrate to indicate that the walk interval is in effect.