



1101 Kalberer Road
West Lafayette, IN 47906-8766
Telephone (765) 775-5110 TTY: 711
Fax (765) 807-0097
wlparks@wl.in.gov
www.wl.in.gov/parks

Morton Community Center
222 North Chauncey Avenue
West Lafayette, IN 47906-3006
Telephone (765) 775-5120 TTY: 711
Fax (765) 775-5123
morton@wl.in.gov

Memo

TO: West Lafayette Redevelopment Commission
FROM: Janet Fawley, Parks Superintendent
RE: Quote Summary: Parks & Recreation Building Demolition
DATE: September 8, 2015

Ladies and Gentlemen:

The Board of Works accepted 2 quotes on September 1st for work to be done on the Parks & Recreation Building Demolition. Both companies provided the required paperwork.

See below the summary of the 2 quotes provided:

- T.L. Kincaid Contracting for \$16,700.00
- Simon Construction for \$29,260.00

I recommend that the Redevelopment Commission utilize the lowest quote provided by T.L. Kincaid Contracting for \$16,700.00.

**Parks and Recreation—
The Benefits Are Endless**

Member of Indiana Park
and Recreation Association

Member of National Recreation
and Park Association

AGREEMENT FORM

Parks & Recreation Building Demolition

This agreement, made this 16th day of **September, 2015** at West Lafayette, Indiana, by and between the City of West Lafayette Redevelopment Commission (hereinafter referred to as the "City") and **T.L. Kincaid Contracting, Inc.** (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 materials, tools, machinery, labor and supervision necessary to completely demolish the house in Cumberland Park, 501 Kalberer Road, West Lafayette (close to the intersection of Kalberer Road and Salisbury Street). Specifications shall be noted in the Request for Quotations, on August 19th, 2015.

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 **\$16,700.00 (Sixteen thousand and Seven hundred dollars & no cents)** 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 City.

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

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

Article 3: CONTRACT DOCUMENTS

The contract documents include this agreement, the Request for Quotes Package, Materials Specifications, and the Contractor's certification of insurance, together with plans and any subsequent addenda.

Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

Article 4: SEVERANCE

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

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

Article 5: RECORDS

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

Article 6: DATE OF COMPLETION

The Contractor agrees that the work contained in the contract shall be completed in accordance with the following:

Work shall achieve substantial completion by November 20th, 2015 and final completion by May 6th, 2016.

Article 7: INSURANCE

During construction of the Project, Contractor shall maintain policies of insurance for Workers' Compensation as well as general liability insurance in the amount of \$1,000,000 or more. Each such policy shall: (a) be written by a company reasonably acceptable to City; and (b) provide that it shall not be modified or canceled without written notice to City at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Contractor shall name the City as an additional insured. Contractor shall deliver to the City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

Article 8: INDEMNITY AND HOLD HARMLESS AGREEMENT.

The City shall be indemnified, held harmless, and defended by Contractor for any claims whatsoever arising out of, as a result of, or in connection with the work performed by Contractor including, but not limited to:

(i) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the project site by Contractor or any party acting by, under, through, or on behalf of Contractor;

(ii) the negligence or willful misconduct of Contractor or any party acting by, under, through, or on behalf of Contractor; or

(iii) the breach by Contractor of any term or condition of this Agreement;

Further, Contractor shall be responsible for obtaining or maintaining any permits required by any governmental or public or private administrative body, whatever it may be, in connection with the services set out in Article 1. Contractor shall be required to ensure that the company, and its operations in connection with the services set out in Article 1, conform to any applicable statutes, regulation, ordinances, treaties, rules of common law, or other law.

Article 9: PREVAILING PARTY – ATTORNEY FEES

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

Article 10: ENGAGING IN ACTIVITIES WITH IRAN

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

Article 11: E-VERIFY

Contractor shall comply with E-Verify Program as follows:

- a. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- b. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section 7(b), the City shall require Contractor to remedy the violation not later than thirty (30) days after the City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- c. If Contractor employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.
- d. Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the

duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 7(d), Contractor may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.

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

Article 12: NON-DISCRIMINATION

Contractor agrees:

- a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- c. That the City may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- d. If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by City and all money due or to become due hereunder will be forfeited.

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

CONTRACTOR:

**CITY OF WEST LAFAYETTE
REDEVELOPEMENT COMMISSION**

Name, Title
T.L. Kincaid Contracting, Inc.

Lawrence T. Oates, President

Stephen B. Curtis, Secretary

Request for Quote

City of West Lafayette Redevelopment Commission Parks & Recreation Building Demolition August 19, 2015

This Request for Quote is the official notice of needed demolition services for the West Lafayette Redevelopment Commission.

The Contractor shall furnish all materials, tools, machinery, labor and supervision necessary to completely demolish the house in Cumberland Park, 501 Kalberer Road, West Lafayette (close to the intersection of Kalberer Road and Salisbury Street).

1. Contractor's quote shall allow for the removal of:
 - a. Asbestos,
 - b. The structure,
 - c. Miscellaneous debris associated with the structure, including the septic structure located on the north side of the building.
 - d. All vegetation adjacent to the building, with protections for standing trees,
 - e. All foundations and slabs.
2. Contractor shall leave a clean and level site to existing grade elevations.
3. Must top dress with quality topsoil, then seed and straw the excavation site.
4. The contractor will be responsible for all costs to transport and properly dispose of all demolition debris.
5. The contractor shall take ownership of all scrap/salvage materials. However, no materials shall be stored or accumulated on site.
6. The Contractor shall be responsible for the determination and notification of all affected utilities and for the coordination of all work with the utilities and the City.
7. The contractor will be responsible for all temporary facilities necessary to successfully complete the project – to include, but not limited to, portable restrooms, site fencing, site security, etc.
8. The demolition permit will be provided by the City.
9. The work will be substantially completed within 30 calendar days from the date when the contract commences.
10. The Contractor shall carry all necessary insurance coverage and provide a certificate of insurance to the Redevelopment Commission per Redevelopment Commission insurance requirements.

Quotes should be submitted in a sealed envelope identified by "Parks & Recreation Building Demolition" on the outside of the envelope. Quotes should be submitted on the enclosed Quote Sheet to Office of the Clerk-Treasurer, West Lafayette Police Station, 711 W. Navajo St., West Lafayette, IN 47906, by 8:30 a.m. on September 1, 2015 to be considered. Properly executed Non-Collusion Affirmation and Employment Eligibility Verification forms should be submitted with the Quote Sheet.

Quotes will be received to be opened at the public Board of Public Works & Safety meeting at 8:30 a.m. on September 1, 2015, at Morton Community Center, Multi-Purpose Room, 222 N. Chauncey Avenue, West Lafayette.

Quotes will be taken under consideration for the execution of an Agreement Form and the issuance of a purchase order to the most responsive and responsible firm which provides a quote most advantageous to the Board.

Any questions concerning this Request for Quote should be directed to Janet Fawley at jfawley@wl.in.gov or (765) 775-5110 or Jon Munn at jmunn@westlafayette.in.gov or 765-775-5125.

City of West Lafayette
Redevelopment Commission
Parks & Recreation Building Siding Repair/Installation
September 1, 2015

QUOTE SHEET

TOTAL LUMP SUM COST TO PROVIDE ALL LABOR, SUPPLIES & EQUIPMENT, NECESSARY TO COMPLETE THE PARKS & RECREATION BUILDING DEMOLITION AT 501 KALBERER, WEST LAFAYETTE, PER THE REQUEST FOR QUOTE, DATED August 19, 2015:

BASE QUOTE \$ 16,700

ALTERNATE QUOTE N/A

COMPANY NAME: T.L. Kincaid Contracting, Inc.

AUTHORIZED SIGNATURE: Timothy L. Kincaid DATE: 8-31-15

PRINTED AUTHORIZED NAME: Timothy L. Kincaid

PHONE #: 429-1199 FAX #: 429-1122

* It is assumed that there is no Asbestos to be removed per verbal conversations with Jan and John.

NON-COLLUSION AFFIRMATION

STATE OF INDIANA

COUNTY OF: Tippecanoe } SS:

The undersigned offeror or agent, duly swears, under penalties for perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

T.L. Kincaid Contracting, Inc.
Offeror (Firm)

Tim J. Kincaid
Signature of Offeror or Agent

Before me, a Notary Public in and for said County and State personally appeared,

Tim Kincaid, who acknowledged the truth of the statements in the foregoing affirmation on this 31ST day of August, 2015.

My Commission Expires:

8-13-16

Bea Smith
(written) Notary Public

Bea Smith
(printed)

County of Residence: Tippecanoe

CITY OF WEST LAFAYETTE
EMPLOYMENT ELIGIBILITY VERIFICATION

STATE OF INDIANA)
) SS:
Tippe COUNTY)

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

Dated this 31st day of Aug, 2015

T.L. Kincaid Contracting, Inc.
Contractor/Bidder (Firm)

Timothy L. Kincaid
Signature of Contractor/Bidder or Its Agent

Timothy L. Kincaid, President
Printed Name and Title

Subscribed and sworn to before me this 31st day of Aug, 2015

My Commission Expires 8-13-16

Bea Smith
Notary Public

County of Residence Tippecanoe

E-Verify Affidavit July 2011.doc

