CITY OF
WEST LAFAYETTE

Office of the City Engineer
609 West Navajo Street
West Lafayette, Indiana 47906
Phone: 765.775.5130
Fax: 765.775.5249

March 20, 2012

RE: **REQUEST FOR QUOTES**
Northwestern Gateway Landscaping Project

The West Lafayette Engineering Department is requesting quotes for landscape plantings located at the northwest intersection of Northwestern Avenue and Lindberg Road, West Lafayette, Indiana.

The enclosed Quote Sheet needs to be completed and submitted to the Office of the Clerk-Treasurer, 609 West Navajo Street, West Lafayette, Indiana 47906 in a sealed envelope by 8:30AM, Tuesday, April 3, 2012. The envelope should be marked on the outside with the following notation: Quotes for **Northwestern Gateway Landscaping Project**. Quotes will be opened on Tuesday, April 3, 2012 at the Board of Public Works meeting at 8:30AM.

The Engineering Department plans to issue a purchase order for the lowest responsive, responsible quote.

West Lafayette Engineering Department is exempt from Indiana sales tax.

The following items have been included within this quote package:

1) Cover Letter
2) Request for Quote
3) Quotation Form
4) Plans
5) Specifications
6) Insurance Requirements
7) E-Verify Requirements
8) Non-Collusion Affidavit for Quotes

Please contact Josh Nixon with The Schneider Corporation at (765) 237-5250 for any additional information or questions.

Sincerely,

Michael A. Susong

Michael Susong, P.E.
Assistant City Engineer

Enclosures

Cc: Gardenart, Lawn & Shrub Inc., Bellinger's, TerraCraft, LaPorte County Nursery, Hobbs Nursery

Request for Quote

This request of quote is the official notice of needed professional services by the West Lafayette Board of Public Works and Safety (the "Board").

The Board is requesting quotes for the installation of Ornamental Landscaping Improvements at the northwest corner of Lindberg Road and Northwestern Avenue (US 231). The Contractor shall be responsible for on-site layout and constructing the improvements per the enclosed plans and specifications. The work shall include planting bed preparation, installation of plant material and mulch, conduit and handholes, signage, and site restoration to original condition, including fine grading and seeding. Maintenance of installed material to be provided as specified.

The Contractor shall be responsible for the determination and notification of all affected utilities and for the coordination of all work with the utilities. Any required permits will be provided by the Owner. The Contractor shall be responsible for the coordination of all work with the Purdue-Birck-Boilermaker Golf Course Superintendent and the West Lafayette Engineering Department.

The contractor shall be responsible for the work at the location listed below.

> Northwestern Gateway Landscaping Project
> Northwest corner of the intersection of Lindberg Road and Northwestern Avenue (US231)
> West Lafayette, Indiana

All work must conform to the attached Specifications and the City of West Lafayette Standards and Typical Construction Guidelines and Details (approved by the Board of Public Works and Safety on January 1, 2010).

The Contractor shall carry all necessary insurance and bonding coverage required. The Contractor shall also provide certificate of insurance to the Board per the attached Insurance Requirements.

A pre-bid meeting will be held on March 28, 2012 at 2:30 pm local time at The Schneider Corporation (1330 Win Hentschel Blvd., Suite 100, West Lafayette, IN 47906).

The Contract shall be substantially complete on or before May 11, 2012 for Northwestern Gateway Landscaping Project except for landscape maintenance. If the contract is not substantially complete on or before the contract completion date of May 11, 2012, $200 will be assessed as liquidated damages, not as a penalty, but as damages sustained, for each calendar day that the contract is not complete.

Extension of contract time, if required, shall be in accordance with INDOT specification 108.08.

To be considered, quotes need to be submitted on the enclosed Quote Sheet to Office of the Clerk-Treasurer, City of West Lafayette, 609 W. Navajo St., West Lafayette, IN 47906 before 8:30 am, local time, on April 3, 2012. Quotes should be submitted in a sealed envelope identified by "**Quotes for Northwestern Gateway Landscaping Project**" on the outside of the envelope.

Any questions concerning this Request for Quote should be directed to: Joshua A. Nixon, P.E. Engineering Departement Manager, The Schneider Corporation, (765) 237-5250, jnixon@schneidercorp.com or Ginger Mitchell, Administrative Assistant, The Schneider Corporation, (765) 237-5247, gmitchell@schneidercorp.com.

Purchase of Material and Professional Services for:

Northwestern Gateway Landscaping Project

Quote Sheet

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

The Unit Price amounts should include the cost necessary to complete all work described by these documents. Unit prices shall apply to addition or deductions, by change order, to the contract as required/requested by the Owner.

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

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

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

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

17	Cladrastis kentukea "Yellowwood"	2		EA	=	
18	Zelkova serrata "Japaneese Zelkova"	1		EA	=	
19	Viburnum dentatum "Chicago Lustre" Arrowwood Viburnum"	46		EA	=	
20	Quercus rubra "Northern Red" Oak	4		EA	=	
21	Celtis occidentalis "Hackberry"	1		EA	=	
22	Schizachayrium scoparium "Little Bluestem"	218		EA	=	
23	Signs (No Trespassing Golf Course Property)	6		EA	=	
24	Electrical Conduits (2" PVC)	200		LF	=	
25	Electrical Handholes (24"x24" Quazite Box)	2		EA	=	
26	Restoration /Seeding of ground	1		LS	=	

TOTAL BASE QUOTE: $ _____

ALTERNATE LINE ITEMS: NONE

RECEIPT OF ADDENDUM (NUMBERS) _____

Contractor's Name: _____

Authorized Signature: _____

Date: _____ Phone Number: _____

SPECIFICATIONS

CITY OF WEST LAFAYETTE, INDIANA

Northwestern Gateway Landscaping Project

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INSTRUCTIONS TO BIDDERS

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

Complete sets of Bidding Documents must be used in preparing quotes; the City of West Lafayette does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The City of West Lafayette, in making copies of the Bidding Documents available does so only for the purpose of obtaining quotes on the work and does not confer a license or grant for any other use.

It is the responsibility of each Bidder before submitting a quote 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 quotes. Any and all quantities listed in these construction documents are approximate and for estimate purposes only.

F. To promptly notify Engineer of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and other such related documents. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the City at <u>least</u> 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.

The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, 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.

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.

No interpretation of the meaning of the Plans, Drawings, or other Contract Documents will be made to any Bidder orally. All questions about the meaning or intent of the bidding documents are to be directed to The Schneider Corporation in writing, mailed to: 1330 Win Hentschel Blvd., Suite 100, West Lafayette, Indiana 47906 or emailed to jnixon@schneidercorp.com and gmitchell@schneidercorp.com. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by addenda. Addenda will be emailed, 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 no later than 12:00 noon local time on March 29, 2012. Contractor questions submitted past this deadline will remain unanswered and the contractor should bid the project on the available information.

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.

Bid security is not required for this project.

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by The Schneider Corporation prior to 5:00 pm local time on March 27, 2012. 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.

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.

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.

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.

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 Request for Quote or prior to the Notice of Award.

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.

If the contract is to be awarded, the City will award the contract via a purchase order.

Article 8 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the City's requirements as to performance and payment bonds and insurance. All required information must be furnished before beginning work.

Article 8 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the City's requirements as to insurance. Certificates of Insurance (and other evidence of insurance requested by the City or other additional insured) must be furnished, as required, before beginning work.

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.

END OF SECTION

STANDARD GENERAL CONDITIONS

TO GOVERN CONSTRUCTION, REPAIR AND MAINTENANCE CONTRACTS WITH THE CITY OF WEST LAFAYETTE, INDIANA

Adopted July 13, 2009 by the Board of Public Works and Safety of the City of West Lafayette, Indiana

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ARTICLE 1 SCOPE

1.01 Contractor shall furnish all labor and materials, equipment, services, tools, fuel, water, electricity, transportation and all other items necessary for, and incidental to, complete construction of the work, and shall do all things required by the contract documents.

1.02 Contractor shall procure all permits and licenses and pay all charges and fees in connection there-with, and shall give all notices, necessary for, and incidental to, lawful prosecution of the work.

1.03 The General Conditions apply equally to all classifications of work.

ARTICLE 2 DEFINITIONS

2.01 City refers to the City of West Lafayette, Indiana.

2.02 Contractor is identified in the written agreement.

2.03 Subcontractor is a person, firm or corporation undertaking a portion of the work by virtue of an agreement with the Contractor. A subcontractor bears no contractual relationship to the City and under the City-Contractor agreement is deemed an employee of the Contractor.

2.04 Engineer refers to the City Engineer of the City of West Lafayette, Indiana.

2.05 Plans refer to the approved drawings, profiles, sections, details and notations issued by the City as the basis for bidding and for construction of the project.

2.06 Specifications the written directions, provisions, requirements and instructions, together with all material incorporated therein by reference, pertaining to the work and issued by the City as supplemental to the plans.

2.07 Working drawings refer to data sheets, shop and setting drawings, erection drawings, false work drawings, coffer dam plans, bending diagrams for reinforcing steel, and supplemental plans and that which the Contractor is required to submit to the Engineer for approval.

2.08 Contract documents include the written agreement between the City and the Contractor together with all Modification Agreements, the plans and specifications together with all addenda, the Contractor's bid, performance bond and certificate of insurance, the Advertisement for Bids, the Instruction to Bidders, these General Conditions, the Special Conditions, and the working drawings.

2.09 Project refers to the improvements which are the subject to the contract documents.

2.10 Site is the field location of the project.

2.11 Work includes all performance required of the Contractor under the Contract Documents. It also includes all materials, labor, tools, equipment, services, fuel, water, electricity, transportation, apparatus, controls, services, and related items which are necessary, or are customarily furnished, for proper and complete construction, erection and installation of materials, equipment and systems.

2.12 Extra Work includes any work by the Contractor in addition to that required by the Contract Documents, when secured by a written Modification Agreement executed by the City and by the Contractor.

2.13 Addendum (plural Addenda) is a correction of, addition to, modification of, or clarification of the plans and specifications, and is issued by the Engineer prior to the time set for receiving bids.

2.14 Modification Agreement is a written pact between the City and the Contractor, pertaining to the project, and entered subsequently to the signing of the contract.

2.15 Approved or Approval refers to an act of the Engineer unless the wording in context refers specifically to another.

2.16 Or Equal or Equal To refers to favorable comparison to a specific standard and is by decision of the Engineer.

2.17 Graphic Symbols are as defined, or indicated by notation, on the plans and working drawings.

2.18 Any technical term or abbreviation which is not defined in the contract documents shall be construed according to its usage in the edition of Indiana Department of Transportation Standard Specification current at the time of signing of the contract.

ARTICLE 3 CODES AND ORDINANCES

3.01 The following codes and standards insofar as they pertain to field construction shall govern the work, except that in any case of conflict with the General Conditions or with the plans and specifications said General Conditions and plans and specifications shall govern:

A. Edition of the Indiana Dept. of Transportation Standard Specifications current at the time of signing the bids, except that the work "Dept." as used therein shall be changed to "City"

B. The edition of the American Concrete Institute Code current at the time of signing the bids

C. The edition of the American Institute of Steel Construction Code current at the time of signing of the bids

D. Rules and regulations of the Dept. of Fire & Building Services, the State Board of Health of Indiana, and the State Fire Marshal

E. Codes and Ordinances of the City of West Lafayette, Indiana

F. Laws of the United States and statutes of Indiana

ARTICLE 4 COORDINATION

4.01 The Contractor shall give not less than 72 hours advance notice to the Police Department, the Fire Department and emergency ambulance services before blocking off of any traffic lane, and shall notify said departments when such blockage is removed.

4.02 Contractor shall not permit drainage of surface water, storm runoff water, or water standing in any pond or excavation, into any sewer before completion of the project and shall bear all costs of damages to the sewer and to properties connected to such sewer should such drainage into a sewer occur.

ARTICLE 5 PLANS AND SPECIFICATIONS

5.01 It is the intent of the plans and specifications that each compliments the other in describing the work. What is called for by one shall be as binding as if called for by both.

5.02 It is the intent of the plans and specifications that items which, in the knowledge of craftsmen skilled in the trade, or which are generally known to be necessary to the adequacy or function of the finished project, or which are made mandatory by code, ordinance or statute and are, therefore, included by reference to such code, ordinance or statute, shall be furnished and installed without extra charge even though not specifically mentioned in the contract documents.

5.03 In event of discrepancy between the documents the Engineer's interpretation, delivered in writing, shall be a condition precedent to litigation.

5.04 Plans and specifications are prepared in such manner as to facilitate the letting of separate contracts. In each separate contract with the City the word "contractor" shall be used as herein defined: in no case shall it be construed as referring to a subcontractor.

ARTICLE 6 SEVERANCE

6.01 The contract is deemed several in the sense that voidance of any part or portion shall not void the remainder. It is deemed entire in the sense that the intent is to establish one price for the doing of the whole work; partial payments are not allocated absolutely to certain parts of the work but are made for the mutual convenience of the Contractor and the City. Partial payment shall not be construed as final acceptance of work done or of any material incorporated into

the construction.

ARTICLE 7 CLASSIFICATIONS OF CONSTRUCTION, SEPARATE CONTRACTS

7.01 The City shall have the right to engage separate contractors for different classifications of construction, and at any time during the construction period, or thereafter, to engage others for work pertaining to construction or occupancy and not already under contract, and each shall have right of access to the project.

7.02 It shall be the duty of each contractor to coordinate his work with that of others, and to place his work in such manner that no extra work or extra expense is placed upon others. Each shall do such cutting and patching as is necessary to receive his work, and shall patch, or integrate into the construction, such cutting to the satisfaction of the City, and shall bear full guarantee responsibility for his cutting and patching of the work of others. Each contractor shall be responsible for excavating to receive his own work and for backfilling such excavation to the standards of the construction specifications.

7.03 Where the work of two (2) or more contractors is interdependent for final function, and such final function is impaired by reason of failure of coordination between contractors, the entire cost of correction shall be borne by the contractor responsible. The Engineer shall decide such issues and his written decision shall be a condition precedent to litigation.

7.04 Where damage to the project or any of its component parts occurs in consequence of defective materials or workmanship, or of defective or malfunctioning part or mechanism, the contractor responsible for the initial installation of such material, workmanship, part of mechanism shall bear all costs of repair of such damage. The Engineer shall decide such issues and his written decision shall be a condition precedent to litigation.

ARTICLE 8 BOND, INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY

8.01 The Contractor shall furnish to the City an acceptable performance and payment bond in the amount of one hundred percent (100%) of the contract price including subsequent modifications of work and contract price. Said bond shall secure the Contractor's performance, and payment of labor, materials, subcontractors, supplies and any furnishing service. Bid bond shall be written by a surety authorized to do business in the State of Indiana and who maintains at least one (1) established place of business, in the State and in a location of which the continuance is not dependent upon decision of individual personnel of the Surety within the State.

8.02 The City of West Lafayette’s risk management strategy requires the contractor provide us with evidence of insurance that meets the minimum requirements listed below for this project. This coverage must be placed with an insurance company with an A.M. Best rating of A-:VII or better. Please provide a Waiver of

Subrogation in favor of the City of West Lafayette, Indiana as it pertains to Commercial General Liability, Workers Compensation, and Automobile Liability.

8.03 Insurance Requirements:

(a) Commercial General Liability (Occurrence Form)

Each Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
General Aggregate	$2,000,000
(other than Prod/Comp Ops Liability)	
Personal & Advertising Injury Liability	$1,000,000

Coverage shall be subject to a per project or vendor general aggregate provision that names all jobs performed by subcontractor if applicable. The City of West Lafayette, Indiana must be named as an Additional Insured per ISO forms CG2010 and CG2037 or their equivalent. The insurance will be considered primary and noncontributory before any other applicable coverage. Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(b) Automobile Liability $1,000,000 each accident

If subcontractor at any time transports hazardous materials, subcontractor shall carry appropriate auto pollution coverage. Hired and Non-Owned auto liability coverage is to be included. The insurance will be considered primary and noncontributory before any other applicable coverage. Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(c) Workers Compensation and Employer's Liability

Worker's Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$1,000,000 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

(e) Professional Liability (Applicable for Professional Services only rendered to the City) All subcontractors performing design, engineering, surveying, testing, or other professional services shall carry professional liability (errors and omissions) insurance. This policy shall provide at least $1,000,000 for each occurrence and $2,000,000 aggregate.

8.04 The Contractor shall secure, and maintain throughout the life of this contract, such insurance as will protect himself, the City and the Engineer from claims for bodily injury, death or property damage, arising from the Contractor's operations under the contract documents. Policies shall include the standard rider for coverage under Paragraph 8.03 of Article 8 of these General Conditions. Each policy shall contain a clause providing that such policy shall not be canceled by the insurer until after 30 days written notice, to the City, of intent to cancel. The Contractor shall not commence construction, or any operation pertaining thereto, until he has obtained all insurance required by this paragraph and shall have

filed with the City either the insurer's certificate of such insurance or certified copies of the policies.

8.05 Indemnity: The Contractor shall indemnify and save harmless the City and agents and employees of the City, and the Engineer and agents and employees of the Engineer, from and against as allowed by law every loss and expense incurred by the City and agents and employees of the City and the Engineer and agents and employees of the Engineer, these and any of them, on account of claim, demand, payment, suit, action, judgment or recovery occurring by reason of, or out of, the work. Said indemnity shall be in the full amount of recovery had against the City and agents or employees of the City and the Engineer and agents and employees of the Engineer, these and any of them, plus such expense as may be incurred in determining and defending against such action, and plus legal fees of Defense Counsel.

8.06 Patents and Royalties: If the Contractor uses any design, device, material, method or process covered by patent or copyright he shall provide for such use by legal agreement with the holder of the patent or copyright and shall pay all fees and charges pertaining thereto.

ARTICLE 9 USE OF SITE

9.01 The Contractor bears full responsibility for prevention of injury to or destruction of streets, roads, pavements, drives, curbs, parking areas, ponds, graded areas, walkways, fences, signs, plantings and beddings, trees and shrubbery, grass, walls, buildings, structures, wires, poles, guys, foundations, conduits, pipes, mains, sewers, and all appurtenances, apparatus and construction pertaining thereto, and all items of existing construction of whatsoever nature, and shall bear all costs of satisfactory repair, replacement or restitution without additional compensation from the City.

ARTICLE 10 MATERIALS AND TESTING

10.01 Only materials approved by the Engineer as conforming to the plans and specifications shall be used in construction. Approval of a source shall not constitute acceptance of all materials from that source.

10.02 The Contractor shall provide such facilities as the Engineer may require for collecting and forwarding of samples. All samples shall be furnished by the Contractor without charge.

ARTICLE 11 WORKMANSHIP

11.01 Workmanship shall be to the best quality of each trade involved.

ARTICLE 12 PROSECUTION AND PROGRESS

12.01 Construction shall start within the ten (10) calendar days following consecutively

after the Engineer's issuance of the notice to proceed, or as soon after said ten (10) days as weather and site conditions shall permit.

12.02 Should the Contractor fail to deploy at the site during normal working hours sufficient labor, equipment and materials to take full advantage of permissive weather and site conditions, or shall perform construction unsuitable or in a reckless or irresponsible manner, or shall neglect or refuse to remove unsuitable construction and replace same with approved construction, or shall discontinue all or any part of construction before completion without approval of the Engineer, or shall fail to pay bills pertaining to the work, or shall become unable adequately to finance the work, the following rights shall accrue to the City:

A. The right to refuse further payment as long as the Contractor's delinquency shall exist, and

B. The right to notify the Contractor or Surety, or both, that such delinquency exists and to specify what action shall be taken by the Contractor or Surety, or both. If the Contractor or Surety shall not, within the fourteen (14) calendar days following consecutively after the day of such notice, proceed in accordance therewith, and thereafter continue diligently in accordance therewith, the City shall have the right to take all or any part of the work out of the Contractor's hands. The City shall then have the option of employing others to finish such work or of turning such work over to the Surety for completion. All costs, legal fees and engineering fees thereby incurred by the City shall be deducted from the unpaid balance of the contract price, and, if such unpaid balance is insufficient or non-existent, shall lie against the bond.

C. The rights stated under (a) and (b) above are not mutually exclusive. The City may exercise any or all of said rights, or may exercise the rights stated under (a) and, at a later date exercise the rights under (b).

D. The Contractor shall have no additional compensation on account of the City's exercise of rights under (a) and (b) above.

ARTICLE 13 CONTRACTOR'S PROCEDURES AND METHODS

13.01 The Contractor is an independent contractor. Construction procedures and methods are at Contractor's option, subject only to quality of materials used and that the finished construction meet the standards of the plans and specifications.

13.02 Neither the City nor the Engineer shall be deemed responsible for construction methods or procedures used by the Contractor, nor for the adequacy of safety of construction methods or procedures used by the Contractor.

ARTICLE 14 ACCEPTANCE OF CONSTRUCTION

14.01 It is the intent of the contract documents to provide for a completed project. It is the intent of the contract documents that one (1) price be established for the doing of the whole work. The Contractor is an independent contractor,

responsible for constructing and turning over to the City the project completed and in accordance with plans and specifications.

14.02 No action of the City, its officials, or its agents or employees, and no action of the Engineer or any agent or employee of the Engineer, shall constitute final acceptance of portions or parts of the project, or of workmanship of a portion or part, or of a material installed.

14.03 Upon completion of the project the Contractor shall so notify the Engineer. The Board of Public Works and Safety of the City of West Lafayette, Indiana, shall then inspect the project and furnish to the Contractor a written list of exceptions, if any. When such exceptions, if any, have been corrected by the Contractor, construction shall be deemed complete. The Board shall then furnish to the Contractor a written acceptance of the project.

ARTICLE 15 EXTRA WORK

15.01 All modification agreements shall be in writing.

ARTICLE 16 PAYMENT

16.01 Partial payments will be made, subject to restrictions stated elsewhere in these General Conditions, in such manner that the total of such payments shall at no time prior to final payment exceed ninety-five percent (95%) 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.

ARTICLE 22 EXISTING FACILITIES

22.01 Wherever the contract documents require connection to, interception of, revision of, or alterations of any existing facility it shall be the duty of the Contractor to uncover such points of connection, interception, revision or alteration before commencing construction related thereto or dependent thereon and to verify the size, location, dimension, elevation and gradient of such existing facility. The Contractor shall notify the Engineer of such findings and, if a discrepancy is found between actual and anticipated conditions, shall not commence related construction until instructions are received from the Engineer and the contract price adjustment, if any, has been agreed to in writing.

22.02 Should the Contractor fail to comply with the above provision, and all or any part of the project be impaired by reason of a discrepancy between actual and anticipated conditions, the Contractor shall bear the entire expense of correction and shall receive no compensation thereof.

ARTICLE 23 OPEN COMPETITION

23.01 Where in the plans and specifications certain materials, trade names, catalog numbers or articles of certain manufacture are mentioned it is done for the purpose of establishing standards of quality, performance, durability and efficiency and is not to be construed as limiting competition. Other name materials may be used if in the opinion of the Engineer they are equal in quality,

performance, durability and efficiency to those mentioned, and are of a design in harmony with the work as outlined, and the Engineer gives written approval of a substitution before such articles are ordered by the Contractor.

ARTICLE 24 GUARANTEE

24.01 The Contractor shall guarantee against defects in materials and workmanship for a period of one (1) year commencing with the date of final acceptance of the finished project by the West Lafayette Board of Works and Public Safety. The Contractor shall satisfactorily repair or replace any and all defective materials, whether because of the material or the workmanship of installing it, and shall satisfactorily repair or replace any and all defective or malfunctioning parts and mechanisms, all without cost to the City, during the guarantee period. Contractor shall bear all costs of satisfactorily repairing damage to the project, its component parts, and to property, where such damage is a direct result of defective materials or workmanship or of any defective or malfunctioning part of mechanism installed by the Contractor.

24.02 This guarantee shall be secured by a one (1) year extension of the Contractor's performance bond. The guarantee is a part of the contract and is not to be in a separate writing.

ARTICLE 25 NON-DISCRIMINATION

25.01 The Contractor shall, in hiring, comply with the Federal and State statutes and regulations pertaining to nondiscrimination in hiring, and in hiring shall not discriminate on account of race, creed or color.

END OF SECTION

SUPPLEMENTARY CONDITIONS

SC-01 Plans and Specifications Order of Priority

This project will follow West Lafayette 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, Details, and Specifications, Latest Edition

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.

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

END OF SECTION

TECHNICAL SPECIFICATIONS

**Specifications will follow the latest edition of the West Lafayette Standard Details and Specifications with Supplements, unless otherwise noted, or indicated in the construction documents or project manual.*

DEFINITIONS AND TERMS

CONSTRUCTION LIMITS: Prior to beginning work in the project, the Contractor shall verify the exact limits of construction with the Engineer.

AWARD AND EXECUTION OF CONTRACT

INSURANCE: Refer to Article 8 of the General Conditions for insurance requirements.

WAGE AND LABOR REQUIREMENTS: The following requirements shall apply for all contractors performing work on public works contracts for the City of West Lafayette, Indiana.

(a) NON-DISCRIMINATION OF EMPLOYEES: The Contractor for the work specified in this Contract agrees to take affirmative action to insure that applicants and employees of the Contractor (and any subcontractors) are treated in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, color, creed, religion, ancestry, national origin, gender, disability, age, marital status or status with regard to public assistance. Affirmative action shall include but not be limited to the issuance of a policy statement regarding equal employment and its communication to all personnel involved in recruitment, hiring, training, assignment, and promotion; notification of all employment sources of company policy and active efforts to review the qualifications of all applicants regardless of race, color, creed, religion, ancestry, national origin, gender, disability, age, marital status or status with regard to public assistance; recruiting in the minority/female group community for employees; and establishing an internal system of reporting concerning equal employment, recruiting, hiring, training, upgrading and the like. Breach of the obligation to take affirmative action shall be a material breach of the contract for which the City shall be entitled to at its option:

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

(b) AFFIDAVITS AND PAYROLLS: The affidavit form provided in a non-collusion affidavit must be properly executed.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

The contractor shall coordinate all work with INDOT, West Lafayette Police and Fire Departments, and shall notify the applicable parties whenever any street or

access to any property is to be impacted by construction activities.

The contractor shall be responsible for all proper public safety provisions for the construction site and any machinery or equipment whether in operation or not as well as work zones. No work site(s) shall be left unprotected at any time.

No work site(s) shall be left unprotected at any time. The public shall be protected from inadvertently entering a worksite or from other construction operations by appropriate means such as cones, barrels, barricades, fencing, warning lights, arrow boards, flagmen, etc.

The contractor must follow all procedures set forth by the West Lafayette Police Department in coordination with the City Engineer's Office to restrict parking during construction.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: Existing trees onsite shall be protected. The Contractor is responsible for field verification of the locations of such trees prior to construction. Contractor shall protect existing trees in a five foot (5') length to all sides of the trunk. This area is to be kept clear of project equipment, project materials, waste, and excess soil. Minimal digging, trenching, compaction or other soil disturbance is allowed in this area (as determined by the Engineer). Any existing trees which are damaged by the Contractor shall be replaced by the Contractor.

PROSECUTION OF THE WORK: The Contractor shall coordinate all work with the City Engineer or designated representative prior to commencing and shall prepare daily reports in a format approved by the City Engineer and shall file reports on a weekly basis. The Contractor shall notify the City Engineer immediately of any non-work day due to inclement weather or site conditions. All material tickets shall be promptly turned in at the end of each week of work for record keeping and basis of payment. Failure to report any material tickets shall result in denial of payment claims by the City.

TEMPORARY EROSION AND SEDIMENT CONTROL

The Contractor is to keep all soil and construction materials or products of from entering any sewer. Limit land disturbance as much as possible and mulch or seed any disturbed areas immediately following completion of earth-moving activities. The cost of erosion control and all associated activities, equipment, and maintenance of erosion control items shall be included in the cost of other pay items.

LANDSCAPE MAINTENANCE

The Contractor shall provide continuing maintenance to Owner, for a period of 90 days, starting on date of final acceptance. Maintenance shall consist of:

Tree and shrub maintenance: Maintain trees and shrubs by pruning, cultivating,

weeding, watering, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings.

Ground cover and plant maintenance: Maintain ground cover and plants by weeding, watering, fertilizing, and other operations as required to establish and maintain healthy, viable plantings.

Turf grass maintenance: Maintain turf grass by weeding, watering, fertilizing, mowing and other operations as required to establish and maintain healthy, viable plantings.

Mulch maintenance: Maintain hardwood mulch areas by weeding, and other operations as required to maintain the consistency of the mulch areas. The mulch shall be annually replenish to the levels as originally installed under the contract.

All weeding is to be performed on a bi-weekly basis.

The cost of providing the continuing landscape maintenance shall be included in the lump sum cost of Maintenance.

SIGNS

All “No Trespassing” signs shall be equivalent to Tapco Sign Type H-16 and shall be engineer grade of the size 12”x18”. The sign shall be placed so that the bottom of the sign is no lower than 7’ off the ground and the posts are embedded no less than 3’-6” in the ground. All posts shall be as indicated on drawings. All posts, mounting hardware, installation work and equipment necessary to install each sign shall be included in the cost of each sign.

RESTORATION / SEEDING OF GROUND

The contractor shall be responsible for returning the disturbed areas of the site to their preexisting condition after work is completed. The contractor shall furnish digital photos of the site before and after the work is done to be compensated for this pay item. This work shall include all fine grading, seeding and erosion control blanket as well as all installation work and equipment necessary to stabilize all areas disturbed by equipment and work activities.

ELECTRIC HANDHOLE

All Electric Handholes are to be furnished and installed per plan. All electric handholes shall be plugged for waterproofing and shall be connected to electric conduit per plans. The cost of furnishing the handhole, waterproofing, and installing it as well as all equipment involved in placement shall be included in the cost of each electric handhole. Refer to included MasterSpec Section

“Underground Ducts and Raceways for Future Electrical Systems”.

ELECTRIC CONDUIT

All electric conduit are to be furnished and installed per plan. All turn-ups to handoles, plugs for waterproofing, stone bedding, backfill, excavation, pull strings for running future wiring, as well as the corresponding installation work and equipment as well as any other items shown in the conduit detail in the plans shall be included in the cost of Electric Conduit. Refer to included MasterSpec Section “Underground Ducts and Raceways for Future Electrical Systems”.

ALL OTHER PLANTING ITEMS

All prep work of the plantings per plan notes are to be included in the cost of all other items.

END OF SECTION

SECTION 260543 - UNDERGROUND DUCTS AND RACEWAYS FOR FUTURE ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Conduit, ducts, and duct accessories for direct-buried duct banks.
2. Handholes and pull boxes.

1.02 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings for Precast or Factory-Fabricated Underground Utility Structures: Include plans, elevations, sections, details, attachments to other work, and accessories, including the following:

1. Duct entry provisions, including locations and duct sizes.
2. Cover design.
3. Grounding details.
4. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.

C. Field quality-control reports.

1.03 QUALITY ASSURANCE

A. Comply with IEEE C2.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.01 NONMETALLIC DUCTS AND DUCT ACCESSORIES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems.
2. ARNCO Corporation.
3. Beck Manufacturing.
4. Cantex, Inc.
5. CertainTeed Corp.
6. Condux International, Inc.
7. DCX-CHOL Enterprises, Inc.; ELECSYS Division.
8. Electri-Flex Company.
9. IPEX Inc.
10. Lamson & Sessions; Carlon Electrical Products.
11. Manhattan Wire Products; a Belden company.

2.02 HANDHOLES AND PULL BOXES

A. Description: Comply with SCTE 77.

1. Color: Gray.
2. Configuration: Units shall be designed for flush burial and have open bottom unless otherwise indicated.
3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
5. Cover Legend: Molded lettering,

a. "ELECTRIC.".

6. Duct Entrance Provisions: Duct-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
7. Handholes 24 inches wide by 24 inches long and larger shall have factory-installed inserts for cable racks and pulling-in irons.

B. Fiberglass Handholes and Pull Boxes with Polymer Concrete Frame and Cover: Complying with SCTE 77 Tier 5 loading. Sheet-molded, fiberglass-reinforced, polyester resin enclosure joined to polymer concrete top ring or frame.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Armorcast Products Company.
b. Carson Industries LLC.
c. Christy Concrete Products.
d. Synertech Moulded Products, Inc.; a division of Oldcastle Precast.

PART 3 - EXECUTION

3.01 EARTHWORK

A. Excavation and Backfill: Comply with other applicable specifications but do not use heavy-duty, hydraulic-operated, compaction equipment.

B. Restore surface features at areas disturbed by excavation and reestablish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.

C. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Other applicable specification sections.

3.02 INSTALLATION OF HANDHOLES AND PULL BOXES

A. Install handholes and pull boxes level and plumb and with orientation and depth coordinated with connecting ducts to minimize bends and deflections required for proper entrances. Use pull box extension if required to match depths of ducts, and seal joint between box and extension as recommended by the manufacturer.

B. Unless otherwise indicated, support units on a level 8-inch- (15-cm-) thick bed of crushed #8 stone, compacted to same density as adjacent undisturbed earth.

C. Elevation: Set so cover surface will be flush with finished grade.

D. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Retain arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in the enclosure.

E. Field-cut openings for ducts and conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.03 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Demonstrate capability and compliance with requirements on completion of installation of underground ducts and utility structures.

B. Correct deficiencies and retest as specified above to demonstrate compliance.

C. Prepare test and inspection reports.

END OF SECTION 26 0543

City of West Lafayette
Insurance Requirements

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.

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.

Insurance Requirements:

(a) Commercial General Liability (Occurrence Form)

Each Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
General Aggregate (other than Prod/Comp Ops Liability)	$2,000,000
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 considered primary and noncontributory before any other applicable coverage. Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(b) Automobile Liability $1,000,000 each accident

If subcontractor at any time transports hazardous materials, subcontractor shall carry appropriate auto pollution coverage. Hired and Non-Owned auto liability coverage is to be included. The insurance will be considered primary and noncontributory before any other applicable coverage. Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(c) Workers Compensation and Employer's Liability

Worker's Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$1,000,000 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

(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.

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.

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.

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.

E-Verify Affidavit

Provide E-Verify Affidavit, that if Bidder is awarded the Contract, it will enroll in and participate in the E-Verify program. Within three (3) business days of notification by OWNER, the apparent lowest responsive Bidder will be required to submit proof from the E-Verify Program (Post-Bid Submittal) that is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

Indiana Local Preference Claim

If Bidder is claiming local preference as defined by Indiana Code 36-1-12-22, it shall include such claim with its Bid. Within three (3) business days of notification by OWNER, the apparent lowest responsive Bidder will be required to submit additional documents (Post-Bid Submittal) and satisfy additional requirements as conditions to such Bidder being found by the OWNER to be a responsive Bidder.

> If the Bidder is a Joint Venture and is claiming local preference pursuant to Indiana Code 36-1-12-22, the Bidder shall submit all post bid documentation submittals. In determining whether the Joint Venture qualifies as a Local Indiana Business, as combining each business's total payroll, payroll paid to residents of Affected Counties, total number of employees, and total number of employees who are residents of Affected Counties. Further, each part of the Joint Venture shall submit the location of its principal place of business. Length of time at location considered principal place of business will be a consideration in whether the Joint Venture qualifies as a Local Indiana Business. The OWNER will determine whether the Joint Venture qualifies as a Local Indiana Business, as defined herein, by viewing the Joint Venture as one business, not as separate businesses. The total overall Joint Venture must qualify as a Local Indiana Business to receive the local preference as defined in Indiana Code 36-1-12-22.

CITY OF WEST LAFAYETTE

NON-COLLUSION AFFIDAVIT FOR QUOTES

The undersigned quoter or agent, being duly sworn on oath, says that he has not, nor has any 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 quoted by anyone at such letting nor to prevent any person from quoting nor to induce anyone to refrain from quoting, and that this quote is made without reference to any other quote and without any agreement, understanding, or combination with any other person in reference to such quoting.

He further says that no person or persons, firms or corporation, has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the forgoing facts and information are true and correct to the best of my knowledge and belief.

Dated at _____this _____day of _____, 2012.

_____
(Name of Organization)

By _____

_____
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

_____ being duly sworn, deposes and says that he is

_____ of the above_____
(Title) (Name of Organization)

and that the statements containing in the forgoing bid and affidavit are true and correct.

Subscribed and worn before me this _____ day of _____, 2012.

_____
Notary Public

My Commission Expires: _____
County of Residence: _____