

Purchase of Material and Services for:  
Subdivision Sidewalk Repairs

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 City of West Lafayette.

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.

**INTERMEDIATE COMPLETION DATE IS NOVEMBER 22, 2014  
ALL WORK IS TO BE COMPLETED BY MAY 15, 2015.**

**TOTAL BASE QUOTE: \$ \_\_\_\_\_**

**Contractor's Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

## Request for Quote

This request of quote is the official notice of needed services by the City of West Lafayette (the "City").

The City is requesting quotes for providing the reconstruction of Sidewalks as listed in the supplemental documentation in the University Farms, Barberry Heights, and Arbor Chase Communities in order to reduce trip hazards. The Contractor shall be responsible for contacting the directly affected residents prior to the commencement of work in that area no later than 3 days before the work begins. The work shall include saw-cutting and removal of existing concrete, leveling the grade to match side walk at both ends, and construction of new concrete sidewalks per The City of West Lafayette Specifications. All incidental work including, but not limited to, MOT and grade repair shall be included in the cost of the concrete sidewalk (tear out and replace).

This contract is subject to the following restrictions. There are two completion dates. The intermediate completion date is set for November 22, 2014 and will consist of at minimum, but not limited to, the first 500 SYD of replacement sidewalk. The remainder of the contract work must be completed by the contract completion date of May 15, 2015. Any sidewalk that has been removed, must be replaced within 10 calendar days. Any violation to the above mentioned restrictions will be subject to LD's in the amount of \$100 per day.

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 West Lafayette Engineering Department.

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

ITEM No.	ITEM NAME	QUANTITY	UNIT PRICE	UOM	=	TOTAL PRICE
1	CONCRETE SIDEWALK (TEAR OUT AND REPLACE)	1133		SYD	=	
<b>TOTAL =</b>						

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 July 1, 2013).

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

To be considered, quotes need to be submitted on the enclosed Quote Sheet to Office of the Clerk-Treasurer, City of West Lafayette Police Station, 711 W. Navajo St., West Lafayette, IN 47906 **before 11:00 AM, local time, on October 3rd, 2014**. Quotes should be submitted in a sealed envelope identified by "**Subdivision Sidewalk Repairs**" on the outside of the envelope. The quotes will then be opened immediately in the presence of witnesses at the Office of the Clerk-Treasurer, 711 W. Navajo St., West Lafayette, IN.

Any questions concerning this Request for Quote should be directed to: Ed Garrison, City Engineer Assistant, West Lafayette Engineering Department, (765) 418-7554, [egarrison@wl.in.gov](mailto:egarrison@wl.in.gov).

## **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.

# 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 of West Lafayette require Contractor to remedy the violation not later than thirty (30) days after the City of West Lafayette notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the City of West Lafayette shall terminate the contract for breach of contract. If the City of West Lafayette terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the City of West Lafayette 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 of West Lafayette determines that terminating the contract would be detrimental to the public interest or public property, the City of West Lafayette may allow the contract to remain in effect until the City of West Lafayette 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 of West Lafayette 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 of West Lafayette 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 of West Lafayette and all money due or to become due hereunder will be forfeited.