



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

FOR

SAGAMORE WEST LIGHTING

Redevelopment Commission
City of West Lafayette
222 N. Chauncey Ave.
West Lafayette, Indiana

SECTION 00003

CITY OF WEST LAFAYETTE, INDIANA

SAGAMORE WEST LIGHTING

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NOTICE TO BIDDERS

The **REDEVELOPMENT COMMISSION** of the City of West Lafayette, Indiana will receive sealed bids for the **SAGAMORE WEST LIGHTING** until the hour of **8:30 AM** local time on **Wednesday, April 20, 2016** at the Office of the Clerk, Morton Center, 222 N. Chauncey Ave. Room 101, West Lafayette, Indiana 47906 for the completion of the work hereinafter listed. All bids received by said time will be held unopened and then taken to the **REDEVELOPMENT COMMISSION** meeting at the Morton Community Center Multi-Purpose Room, 222 N. Chauncey Ave., West Lafayette, IN 47906 and there be publicly opened and read aloud. Late bids will be returned unopened. No oral, telephoned, telegraphed, facsimile, or email bids or changes to bids will be considered.

This project consists of, but is not limited to, installing lighting along the westbound lanes of Sagamore Parkway from Cumberland Ave. to Yeager Rd.

Bids must be entered upon the bid form and the State Board of Accounts Contractor's Bid for Public Work Form 96 (Revised 2013) submitted in triplicate with the bid and non-collusion affidavit properly executed, and must comply with the statutes of Indiana and with the rules and regulations of the State Board of Accounts of Indiana. Bids shall be in a sealed envelope marked "**SAGAMORE WEST LIGHTING**". Forms are available at the City Engineer's Office, 222 N. Chauncey Ave. Room 102, West Lafayette, Indiana.

The bid must be accompanied by a certified or cashier's check or bid bond in an amount not less than five percent (5%) of the total bid price made in favor of the City of West Lafayette, Indiana, which amount shall accrue to and become the property of the City should the Bidder, awarded the contract, fail to enter into the required written agreement and secure same with the required one hundred percent (100%) performance, payment and guarantee bond. Wage rates shall not be less than the common construction wage as determined pursuant to IC 5-16-7-1 et seq. as amended.

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

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

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

CITY OF WEST LAFAYETTE

REDEVELOPMENT COMMISSION

Sana Booker, West Lafayette City Clerk

Publish: 4/1/16 & 4/8/16

END OF SECTION

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SECTION 00200

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General conditions of the Construction Contract and Supplementary Conditions.

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

- 2.01 Refer to the Notice to Bidders for information on how and where copies of the Bidding Documents may be examined or obtained.
- 2.02 Complete sets of Bidding Documents must be used in preparing bids; the City of West Lafayette does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 The City of West Lafayette, in making copies of the Bidding Documents available does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

ARTICLE 3 QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the work, each Bidder must complete the Experience Questionnaire on State Board of Accounts Contractor's Bid for Public Work Form 96 (Revised 2013). The Bidder's financial statement shall be submitted in a separately sealed envelope, clearly marked Bidder's Financial Statement, enclosed in the sealed envelope containing the bid. The financial statement will be returned to the Bidder unopened with his Bid Security unless it is necessary to open the envelope for the purpose of determining the award. The financial statement submitted by the successful Bidder will be retained by the City.
- 3.02 Bidders who are nonresident corporations shall furnish to the City a certified copy of the Certificate of Authority to do Business in Indiana issued by the State of Indiana within 15 calendar days of notice to do so. Such notice will be given to Bidders who are nonresident corporations, to whom it appears an award will be made, and the copy of the certificate must be filed with the City before the award will be made. Failure to promptly submit this evidence of qualification to do business in the State of Indiana may be basis for rejection of the bid.
- 3.03 Each bidder must ensure that to the greatest extent feasible, opportunities for training and employment should be given to lower income residents of the project

area and purchases and/or contracts for work in connection with the project should be awarded to small business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

- 3.04 Any one of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its bid.
- A. More than one bid for the same work from one individual, firm, or corporation under the same or different names.
 - B. Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any future work of the City of West Lafayette until any such participant shall have been reinstated as a qualified Bidder.
 - C. Lack of competency and adequate machinery, plant, and other equipment, as revealed by the Financial Statement and Experience Questionnaire.
 - D. Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
 - E. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded.
 - F. Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of the bid opening.
- 3.05 Pursuant to IC 5-22-16.5-13, prior to award of contract the bidder must certify in writing that they are not engaged in investment activities in Iran. Failure to promptly submit this documentation may be basis for rejection of the bid.

ARTICLE 4 EXAMINATION OF CONTRACT DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 It is the responsibility of each Bidder before submitting a bid to:
- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
 - B. All Bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said Bidder might have fully informed himself, because of his failure to have so informed himself prior to the bidding.

- C. Become familiar with and satisfy Bidder as to all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work;
 - D. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data;
 - E. Verify for themselves the accuracy of said quantities for their bidding purposes and adjust as necessary to satisfy the accuracy of their bids. Any and all quantities listed in these construction documents are approximate and for estimate purposes only. Any estimated quantity shown as UNDISTRIBUTED, shall be included in the base bid and be used to obtain a unit price based on the anticipated quantity. In other words, the bidder should include the provided quantity in their base bid and reflect the corresponding unit price, as requested, to allow additions or deletions to the anticipated quantity as determined by field conditions;
 - F. To promptly notify Engineer of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and other such related documents. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Engineer: CSheets@bfsengr.com at least five (5) calendar days prior to the date for receipt of bids;
 - G. Become aware of the general nature of the work to be performed by the City and others at the site that relates to the work as indicated in the Bidding Documents;
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - I. Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.
- 4.02 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the bid is premised upon performing and furnishing the work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by

Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

ARTICLE 5 PRE-BID CONFERENCE

5.01 No scheduled Pre-bid for this project.

ARTICLE 6 SITE AND OTHER AREAS

6.01 The site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the City unless otherwise provided in the Bidding Documents.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

7.01 No interpretation of the meaning of the Plans, Drawings, or other Contract Documents will be made to any Bidder orally. All questions about the meaning or intent of the bidding documents are to be directed to Butler, Fairman & Seufert, Inc. in writing, mailed to: 10 N. 3rd St., Lafayette, Indiana 47901 c/o Carly Sheets or email to CSheets@BFSengr.com. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by addenda. Addenda will be mailed or delivered to all who are known by the City of West Lafayette to have received a complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. No Addenda will be issued later than four (4) calendar days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

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

ARTICLE 8 BID SECURITY

8.01 Each bid must be accompanied by bid security made payable to the City of West Lafayette in an amount of five percent (5%) of Bidder's maximum bid price and in
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the form of a certified or bank cashier's check or a Bid Bond, on the form attached, issued by a surety meeting the requirements of paragraphs 8.01 and 8.02 of the General Conditions.

8.02 The bid security of the successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, the City may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of the seventh day after the effective date of the agreement or the 90th day after the bid opening, whereupon bid security furnished by such Bidders will be returned.

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

ARTICLE 9 CONTRACT TIMES

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

ARTICLE 10 LIQUIDATED DAMAGES

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

ARTICLE 11 SUBSTITUTE AND "OR EQUAL" ITEMS

11.01 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by Butler, Fairman & Seufert, Inc. (csheets@bfsengr.com) at least five (5) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed

substitute is upon the person who proposes it. The City Engineer's decision of approval or disapproval of the proposed substitution shall be final. If the City Engineer approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

- 11.02 Before any contract is awarded, the Bidder may be required to furnish a complete statement of origin, composition, and manufacture of any or all materials to be used in the construction of the work together with samples. These samples may be subjected to tests provided for in these specifications to determine their quality and fitness for the work.

ARTICLE 12 PREPARATION OF BID

- 12.01 The Bid Proposal Form is included with the Bidding and Contract Documents. Prepare and present the Bid Form, including a fully executed State Board of Accounts Contractor's Bid for Public Work Form 96 (Revised 2013) together with the Additional Provisions, in accordance with the Instructions to Bidders.
- 12.02 All blanks on the Bid Form shall be completed by printing in black ink and the bid signed. A bid price shall be indicated for each bid item listed therein.
- 12.03 A bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 12.04 A bid by a partnership shall be executed in the partnership name and signed by a partner, whose title must appear under the signature, accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 12.05 A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 12.06 A bid by an individual shall show the Bidder's name and official address.
- 12.07 A bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.
- 12.08 Print all names in black ink below the signatures.
- 12.09 Acknowledge receipt of all Addenda on the Bid Form.

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- 12.10 Show the address and telephone number for communications regarding the bid.
- 12.11 Provide evidence of authority to conduct business as an out-of-state corporation in the State of Indiana in accordance with Article 3 above. Show state contractor license number, if any.
- 12.12 Provide verification that it is enrolled and participating in the E-Verify program in accordance with Indiana Code 22-5-1.7-11.

ARTICLE 13 SUBMITTAL OF BID

- 13.01 A bid shall be submitted no later than the time and place indicated in the Notice to Bidders and shall be enclosed in a sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the bid is submitted) and name and address of Bidder, and accompanied by the bid security and other required documents. If the bid is sent through the mail or other delivery system, the sealed envelope containing the bid must be enclosed in a separate envelope plainly marked on the outside with the notation "**BID – SAGAMORE WEST LIGHTING**". A mailed bid shall be addressed to City of West Lafayette, 711 West Navajo Street, West Lafayette, Indiana 47906 and sent by Certified Mail. Mailed bids must be received no later than the time fixed for opening bids.

ARTICLE 14 MODIFICATION AND WITHDRAWAL OF BID

- 14.01 A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.
- 14.02 If, within 24 hours after bids are opened, any Bidder files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the Engineer that there was a material and substantial mistake in the preparation of its bid, that Bidder may withdraw its bid and the bid bond will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

ARTICLE 15 OPENING OF BIDS

- 15.01 Bids will be opened at the time and place indicated in the advertisement or Notice to Bidders and, unless obviously nonresponsive, read aloud publicly.

ARTICLE 16 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

16.01 All bids will remain subject to acceptance for 60 calendar days after the day of the bid opening, but the City may, in its sole discretion, release any bid and return the Bid Security prior to that date.

ARTICLE 17 AWARD OF CONTRACT

17.01 The City reserves the right to reject any or all bids, including, without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional bids and to reject the bid of any Bidder if the City believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all information not involving price, time or changes in the work and to negotiate contract terms with the successful Bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum figures will be resolved in favor of correct sum figures. Discrepancies between the sum amount in figures and the amount in words will be resolved in favor of the words.

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

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

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

ARTICLE 18 CONTRACT SECURITY AND INSURANCE

18.01 Article 8 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the City's requirements as to performance and payment bonds and insurance. When the successful Bidder delivers the executed Agreement to the City, it must be accompanied by such bonds.

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

ARTICLE 19 SIGNING OF AGREEMENT

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

ARTICLE 20 SALES AND USE TAX

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

ARTICLE 21 RETAINAGE

21.01 Provisions concerning retainage are set forth in the Agreement.

END OF SECTION

SECTION 00300

BID PROPOSAL FORM**SAGAMORE WEST LIGHTING**

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

ITEM No.	ITEM NAME	QTY	UOM	UNIT PRICE		TOTAL PRICE
1	CONSTRUCTION ENGINEERING	1	LS		=	
2	MOBILIZATION AND DEMOBILIZATION	1	LS		=	
3	CONSTRUCTION SIGN, A	3	EACH		=	
4	CONSTRUCTION SIGN, B	1	EACH		=	
5	MAINTAINING TRAFFIC	1	LS		=	
6	CONDUIT, 2 IN.	37	LFT		=	
7	HANDHOLE, LIGHTING	1	EACH		=	
8	LIGHT STANDARD FOUNDATION 3 FT DIAMETER X 8 FT	22	EACH		=	
9	LIGHT POLE, ROADWAY, 25 FT EMH 20 FT MAST ARM, BREAKAWAY BASE	23	EACH		=	
10	LUMINAIRE, ROADWAY, LED	23	EACH		=	
11	WIRE, NO. 4 COPPER IN PLASTIC DUCT, IN TRENCH, 4 1/C	3460	LFT		=	
12	SERVICE POINT, II	1	EACH		=	
13	CONNECTOR KIT, UNFUSED	22	EACH		=	
14	CONNECTOR KIT, FUSED	22	EACH		=	
15	MULTIPLE COMPRESSION FITTING, NON-WATERPROOFED	21	EACH		=	
16	MULTIPLE COMPRESSION FITTING, WATERPROOFED	42	EACH		=	
17	INSULATION LINK, NON-WATERPROOFED	2	EACH		=	
18	INSULATION LINK, WATERPROOFED	46	EACH		=	
19	WIRE, NO. 10 COPPER, 1/C	1100	LFT		=	
20	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, 4 1/C	37	LFT		=	
21	WIRE, NO. 6 COPPER, GROUND, 1/C	550	LFT		=	
TOTAL					=	

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CONTRACTOR _____

TOTAL BID PRICE: _____
(amount in words)

\$ _____
(amount in figures)

RECEIPT OF ADDENDUM (NUMBER) _____

Additional Provisions

1. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.
2. Bidder agrees that once the Notice to Proceed is issued, work will be completed on or before September 30, 2016.
3. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in the amount of five percent (5%) of the Bid in the form of a certified or cashier's check, or a bid bond. The Bid Security will be retained or returned in accordance with Article 8 of the Instructions to Bidders.
 - b. Required executed copy of Bidder's Qualification Statement with supporting data.
 - c. Required Bidder's Financial Statement.
4. The terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.
5. Accompanying this Bid is a certified check, a bank cashier's check, or bid bond which shall become the property of the City of West Lafayette, Indiana, if this Bid shall be accepted by the City of West Lafayette, Indiana, and the undersigned bidder fails to furnish the required bonds and insurance within fifteen (15) days and to enter into a Contract within thirty (30) days after the City's acceptance of this Bid.

IN WITNESS WHEREOF, this Bid is hereby signed and sealed as of the date indicated.

Date: _____

Bidder: _____

By: _____
Printed name of signer

Title of signer

END OF SECTION

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SECTION 00500

AGREEMENT FORM

SAGAMORE WEST LIGHTING

This agreement, made this ____ day of _____ at West Lafayette, Indiana, by and between the City of West Lafayette Redevelopment Commission (hereinafter referred to as the "City") and _____ (hereinafter referred to as the "Contractor").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

Article 1: SCOPE OF WORK

The Contractor shall furnish all labor and tools and equipment and do all things required for complete installation, construction, and resurfacing in accordance with the plans and specifications. The plans and specifications shall be on file in the office of the City Engineer.

Article 2: PAYMENT

The City shall pay to the Contractor, in full and complete payment for all performance of the Contract, in current funds. The estimated sum of _____ defined as the contract price, and computed from the Contractors Bid included herein. The final contract price will be the result of the actual installed quantities of materials multiplied by the corresponding contract unit prices. Variance from the estimated plan quantities will be done by change order for any additions or deletions to the contract as determined by the work and approved by the West Lafayette Board of Public Works and Safety.

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

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

Article 3: CONTRACT DOCUMENTS

The contract documents include this agreement, current wage rate table, the General Conditions, Special Conditions, Materials Specifications, the Contractor's maintenance bond, and the Contractor's certification of insurance, together with plans and any subsequent addenda.

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

Article 4: SEVERANCE

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

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

Article 5: RECORDS

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

Article 6: DATE OF COMPLETION

The Contractor agrees that the work contained in the contract shall be completed on or before September 30, 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:

**WEST LAFAYETTE REDEVELOPEMENT COMMISSION BY
BOARD OF PUBLIC WORKS AND SAFETY:**

Name, Title
Company Name

Lawrence Oates, President

ATTEST: _____
Sana Booker, West Lafayette City Clerk

END OF SECTION

00500-5

SECTION 00700

STANDARD GENERAL CONDITIONS

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

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

00700-1

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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"

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- B. The edition of the American Concrete Institute Code current at the time of signing the bids
- C. The edition of the American Institute of Steel Construction Code current at the time of signing of the bids
- D. Rules and regulations of the Dept. of Fire & Building Services, the State Board of Health of Indiana, and the State Fire Marshal
- E. Codes and Ordinances of the City of West Lafayette, Indiana
- F. Laws of the United States and statutes of Indiana

ARTICLE 4 COORDINATION

- 4.01 The Contractor shall give not less than 72 hours advance notice to the Police Department, the Fire Department and emergency ambulance services before blocking off of any traffic lane, and shall notify said departments when such blockage is removed.
- 4.02 Contractor shall not permit drainage of surface water, storm runoff water, or water standing in any pond or excavation, into any sewer before completion of the project and shall bear all costs of damages to the sewer and to properties connected to such sewer should such drainage into a sewer occur.

ARTICLE 5 PLANS AND SPECIFICATIONS

- 5.01 It is the intent of the plans and specifications that each compliments the other in describing the work. What is called for by one shall be as binding as if called for by both.
- 5.02 It is the intent of the plans and specifications that items which, in the knowledge of craftsmen skilled in the trade, or which are generally known to be necessary to the adequacy or function of the finished project, or which are made mandatory by code, ordinance or statute and are, therefore, included by reference to such code, ordinance or statute, shall be furnished and installed without extra charge even though not specifically mentioned in the contract documents.
- 5.03 In event of discrepancy between the documents the Engineer's interpretation, delivered in writing, shall be a condition precedent to litigation.
- 5.04 Plans and specifications are prepared in such manner as to facilitate the letting of separate contracts. In each separate contract with the City the word "contractor"

shall be used as herein defined: in no case shall it be construed as referring to a subcontractor.

ARTICLE 6 SEVERANCE

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

ARTICLE 7 CLASSIFICATIONS OF CONSTRUCTION, SEPARATE CONTRACTS

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

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

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

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

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

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

8.02 The City of West Lafayette's risk management strategy requires the contractor provide us with evidence of insurance that meets the minimum requirements listed below for this project. This coverage must be placed with an insurance company with an A.M. Best rating of A-:VII or better. Please provide a Waiver of Subrogation in favor of the City of West Lafayette, Indiana as it pertains to Commercial General Liability, Workers Compensation, and Automobile Liability.

8.03 Insurance Requirements:

(a) Commercial General Liability (Occurrence Form)

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

Coverage shall be subject to a per project or vendor general aggregate provision that names all jobs performed by subcontractor if applicable. The City of West Lafayette, Indiana must be named as an Additional Insured per ISO forms CG2010 and CG2037 or their equivalent. This insurance will stay in effect for a period of three (3) years after acceptance of work. The insurance will be considered primary and noncontributory before any other applicable coverage. Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(b) Automobile Liability

\$1,000,000 each accident

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

(c) Workers Compensation and Employer's Liability

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

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

(d) Umbrella Liability

Each Occurrence and Aggregate	\$1,000,000
-------------------------------	-------------

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

- 8.04 The Contractor shall secure, and maintain throughout the life of this contract, such insurance as will protect himself, the City and the Engineer from claims for bodily injury, death or property damage, arising from the Contractor's operations under the contract documents. Policies shall include the standard rider for coverage under Paragraph 8.03 of Article 8 of these General Conditions. Each policy shall contain a clause providing that such policy shall not be canceled by the insurer until after 30 days written notice, to the City, of intent to cancel. The Contractor shall not commence construction, or any operation pertaining thereto, until he has obtained all insurance required by this paragraph and shall have filed with the City either the insurer's certificate of such insurance or certified copies of the policies.
- 8.05 Indemnity: The Contractor shall indemnify and save harmless the City and agents and employees of the City, and the Engineer and agents and employees of the Engineer, from and against as allowed by law every loss and expense incurred by the City and agents and employees of the City and the Engineer and agents and employees of the Engineer, these and any of them, on account of claim, demand, payment, suit, action, judgment or recovery occurring by reason of, or out of, the work. Said indemnity shall be in the full amount of recovery had against the City and agents or employees of the City and the Engineer and agents and employees of the Engineer, these and any of them, plus such expense as may be incurred in determining and defending against such action, and plus legal fees of Defense Counsel.
- 8.06 Patents and Royalties: If the Contractor uses any design, device, material, method or process covered by patent or copyright he shall provide for such use by legal agreement with the holder of the patent or copyright and shall pay all fees and charges pertaining thereto.

ARTICLE 9 USE OF SITE

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

ARTICLE 10 MATERIALS AND TESTING

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

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

ARTICLE 11 WORKMANSHIP

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

ARTICLE 12 PROSECUTION AND PROGRESS

12.01 Construction shall start within the ten (10) calendar days following consecutively after the Engineer's issuance of the notice to proceed, or as soon after said ten (10) days as weather and site conditions shall permit.

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

- A. The right to refuse further payment as long as the Contractor's delinquency shall exist, and
- B. The right to notify the Contractor or Surety, or both, that such delinquency exists and to specify what action shall be taken by the Contractor or Surety, or both. If the

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

- C. The rights stated under (a) and (b) above are not mutually exclusive. The City may exercise any or all of said rights, or may exercise the rights stated under (a) and, at a later date exercise the rights under (b).
- D. The Contractor shall have no additional compensation on account of the City's exercise of rights under (a) and (b) above.

ARTICLE 13 CONTRACTOR'S PROCEDURES AND METHODS

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

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

ARTICLE 14 ACCEPTANCE OF CONSTRUCTION

14.01 It is the intent of the contract documents to provide for a completed project. It is the intent of the contract documents that one (1) price be established for the doing of the whole work. The Contractor is an independent contractor, responsible for constructing and turning over to the City the project completed and in accordance with plans and specifications.

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

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

ARTICLE 15 EXTRA WORK

15.01 All modification agreements shall be in writing.

ARTICLE 16 PAYMENT

16.01 Partial payments will be made, subject to restrictions stated elsewhere in these General Conditions, in such manner that the total of such payments shall at no time prior to final payment exceed ninety percent (90%) of the Contractor's investment in the work or of the contract price, whichever is the smaller.

16.02 Such payments shall be due and payable on or before the tenth (10th) day of each calendar month on application submitted on or before the first (1st) day of such month.

16.03 Each request for payment shall be supported by an itemized statement listing the following:

- A. Original contract price
- B. Modification agreement prices
- C. Current contract price
- D. Total cumulative value of work done
- E. Deduction of ten percent (10%) of such total cumulative value
- F. Net amount earned
- G. Deduction of previous payments
- H. Amount of payment to be made

16.04 Each request shall be supported by the certificate of the Engineer.

16.05 Ten percent (10%) of the contract price including extras and credits, shall be withheld during the sixty (60) calendar days following consecutively after the date of acceptance of the project and shall be due and payable on the sixty first (61st) day. The Board of Public Works and Safety may, at its discretion, waive the sixty (60) day withholding period upon Contractor's submittal of evidence of payment of all claims pertaining to the work, or submittal of waivers of lien executed by creditors.

16.06 The City shall have the right to withhold from amounts due the Contractor sufficient sums to pay all labor, subcontractors, materials suppliers and those furnishing services, and such amounts as the City may deem necessary to protect its interest on account of:

- A. defective work;
- B. claim filed or reasonable evidence of a claim to be filed;
- C. failure of the Contractor to make payments properly to labor, subcontractors, materials suppliers and others in interest;

- D. a reasonable doubt that the work can be completed for the unpaid balance; and
- E. failure, or refusal, of the Contractor to expedite the work in compliance with the contract documents.

ARTICLE 17 ASSIGNMENT

17.01 The Contractor shall not assign the contract or monies due under the contract without written consent of the City.

ARTICLE 18 USE OF SUBCONTRACTORS

18.01 The Contractor shall have the right to employ subcontractors for a reasonable amount of the work, and his selection of individual subcontractors shall not be subject to review by, or approval of, the City.

18.02 No contractual relationship, pertaining to the work, shall exist between the City and any subcontractor. No act of supervision or inspection, or any approval or acceptance given, shall be taken as implying a contractual relationship between the City and any subcontractor. A subcontractor is to be deemed an employee of the Contractor. The Contractor shall bear full responsibility for the actions of subcontractors, the same as for other employees of the Contractor.

ARTICLE 19 DISCIPLINE

19.01 The Engineer shall have the right to require removal from the project of employees of the Contractor for overt incompetence, recklessness, negligence, damage to work, or for language, habits, manners or acts offensive to the community.

19.02 No intoxicating beverages shall be permitted on the site. The Engineer shall have the right to require dismissal of any employee appearing to be under the influence of alcohol.

ARTICLE 20 CLAIMS FOR EXTRA WORK

20.01 No claim for extra compensation shall be allowed where based upon failure of the Contractor to understand the plans and specifications, nor upon failure of the Contractor to discover work noted upon the plans or in the specifications.

20.02 No claim for extra compensation shall be allowed where based upon an oral agreement. All agreements shall be in writing and signed by all parties to the contract.

ARTICLE 21 DISCHARGE OF CONTRACT

21.01 The contract shall be considered as discharged when each and every one of the following conditions have been met:

- A. All construction has been completed and has been accepted by the City.
- B. Payment in full has been made.
- C. The guarantee period has expired and no exceptions, given to the Contractor in writing prior to the expiration of the guarantee period, remain uncorrected.
- D. The provisions of Article 8, Paragraph 8.03 are met either by judgment or settlement or by an applicable statute of limitations.

ARTICLE 22 EXISTING FACILITIES

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

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

ARTICLE 23 OPEN COMPETITION

23.01 Where in the plans and specifications certain materials, trade names, catalog numbers or articles of certain manufacture are mentioned it is done for the purpose of establishing standards of quality, performance, durability and efficiency and is not to be construed as limiting competition. Other name materials may be used if in the opinion of the Engineer they are equal in quality, performance, durability and efficiency to those mentioned, and are of a design in harmony with the work as outlined, and the Engineer gives written approval of a substitution before such articles are ordered by the Contractor.

ARTICLE 24 GUARANTEE

24.01 The Contractor shall guarantee against defects in materials and workmanship for a

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

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

ARTICLE 25 NON-DISCRIMINATION

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

END OF SECTION

SECTION 00800

SUPPLEMENTARY CONDITIONS

SAGAMORE WEST LIGHTING

SC-01 PLANS AND SPECIFICATIONS ORDER OF PRIORITY

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

- 1) Supplementary Conditions
- 2) Standard General Conditions
- 3) Contract Technical Specifications
- 4) Construction Plans
- 5) West Lafayette Standards
- 6) Project Relevant INDOT Recurring Special Provisions
- 7) 2016 INDOT Standard Specifications
- 8) 2015 INDOT Standard Drawings
- 9) Current INDOT Approved Materials List
- 10) 2011 Indiana Manual on Uniform Traffic Control Devices with Revisions 1 and 2

SC-02 PROGRESS MEETINGS

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

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

00800-1

EXHIBIT A

CONSTRUCTION DRAWINGS

SAGAMORE WEST LIGHTING

EXHIBIT B

INDOT ROW PERMIT

SAGAMORE WEST LIGHTING



RIGHT OF WAY PERMIT

State Form 41769 (R5 / 3-00)

Approved by State Board of Accounts, 2000

Approved by Auditor of State, 2000

STATE OF INDIANA INDIANA DEPARTMENT OF TRANSPORTATION

Type of Permit:		
<input checked="" type="checkbox"/> Excavation <input type="checkbox"/> Pole Line <input type="checkbox"/> Bridge Attachment <input type="checkbox"/> Miscellaneous		
District Crawfordsville	Subdistrict Fowler	Telephone number 765-361-5254
Project locations: Westbound US-52 from Cumberland Ave to Yeager Rd, in the City of West Lafayette, Indiana.		Reference pt. number 42.87 - 43.29
Project description: The installation of roadway lighting, along the right shoulder.		
Project purpose: Install street lighting, which compliment the lights along on eastbound US52/southbound Northwestern Ave, along this same corridor.		
Bond required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, Penal Sum \$ --	Bond number --
PERMIT FEE: (Make check or bank draft payable to "Indiana Department of Transportation") § 0		
SPECIAL PROVISIONS: THE APPLICANT AGREES TO INDEMNIFY, DEFEND, EXCULPATE, AND HOLD HARMLESS THE STATE OF INDIANA, ITS OFFICIALS AND EMPLOYEES FROM ANY LIABILITY DUE TO LOSS, DAMAGE, INJURIES, OR OTHER CASUALTIES OF WHATSOEVER KIND, OR BY WHOMSOEVER CAUSED, TO THE PERSON OR PROPERTY OF ANYONE ON OR OFF THE RIGHT-OF-WAY ARISING OUT OF, OR RESULTING FROM THE ISSUANCE OF THIS PERMIT OR THE WORK CONNECTED THEREWITH, OR FROM THE INSTALLATION, EXISTENCE, USE, MAINTENANCE, CONDITIONS, REPAIRS, ALTERATION, OR REMOVAL OF ANY EQUIPMENT OR MATERIAL, WHETHER DUE IN WHOLE OR IN PART TO THE NEGLIGENT ACTS OR OMISSIONS (1) OF THE STATE, ITS OFFICIALS, AGENTS, OR EMPLOYEES; OR (2) OF THE APPLICANT, HIS AGENTS, OR EMPLOYEES, OR OTHER PERSONS ENGAGED IN THE PERFORMANCE OF THE WORK, OR (3) THE JOINT NEGLIGENCE OF ANY OF THEM; INCLUDING ANY CLAIMS ARISING OUT OF THE WORKMEN'S COMPENSATION ACT OR ANY OTHER LAW, ORDINANCE, ORDER, OR DECREE. THE APPLICANT ALSO AGREES TO PAY ALL REASONABLE EXPENSES AND ATTORNEY'S FEES INCURRED BY OR IMPOSED ON THE STATE IN CONNECTION HEREWITH IN THE EVENT THAT THE APPLICANT SHALL DEFAULT UNDER THE PROVISIONS OF THIS PARAGRAPH.		
Signature of permit applicant 	Printed name of permit applicant Dave Buck	
Name of company organization West Lafayette	Telephone number 765-775-5130	
Address (number and street, city, state, ZIP code) 222 N. Chauncey Ave. West Lafayette, IN 47906		
Inspector Brad Birge		
District Regulatory Supervisor Gary Bowser		
District Director		

Application number
T0000096119

Road number
US-52

County number
79

Expiration date
2/16/2017

Issue date
2/16/2016

Permit number
E16C3CR0002



Title VI Assurances

The permittee for himself, his heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this permit for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Indiana Department of Transportation shall, have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, then hold the same as if said permit had never been made or issued.

State of Indiana
Department of Transportation
GENERAL PROVISIONS

1. All work described in the permit shall be subject to the inspection of the Department of Transportation and the permittee shall adjust or stop operations upon direction of any police officer or Department of Transportation employee.
2. The permit may be rescinded at any time by the Department of Transportation at its discretion or for noncompliance with any and/or all provisions of said permit.
3. The permittee shall notify the Department of Transportation Subdistrict five (5) working days preceding the beginning of any work activity.
4. The permittee shall notify the Department of Transportation Subdistrict that the work is complete and this notice is to be provided within seven (7) days from completion of all work on this permit.
5. The permittee shall have the permit complete with drawings and special provisions in their possession during work operations and will show said permit on demand, to any police officer or authorized Department of Transportation employee.
6. The permittee shall pay the Department of Transportation for any inspection costs where it is necessary to assign a Department of Transportation employee to inspect the work. The permittee shall immediately reimburse the State upon receipt of an itemized statement.
7. The permit is valid through the stated expiration date. If work is not completed within the allotted time, the permit is automatically cancelled unless an extension is requested prior to the expiration date and said request is approved by the Department of Transportation. If a permit is cancelled, a new application must be submitted and approved before the proposed work can be accomplished.
8. The permittee shall erect and maintain all necessary signs, barricades, detour signs, and warning devices required to safely direct traffic over or around the part of the highway where permitted operations are to be done so long as the work does not interfere with traffic, in accordance with Section "VI" of the Indiana Manual of Uniform Traffic Control Devices.
9. All construction and materials used within the highway right-of-way must conform to the current Department of Transportation "Standard Specifications" with the permittee being considered in the same status as the contractor.
10. The permitted operations shall not interfere with any existing structure on the Department of Transportation right-of-way without specific permission in writing from the Department of Transportation. In the event that any buildings, railings, traffic control devices, or other structures are damaged, said cost of the removal and/or damage shall be borne by the permittee.
11. This permit does not apply to any State roads or bridges that are closed for construction purposes, or to any county roads or city streets.
12. Approval of the permit application shall be subject to the permittee obtaining all necessary authorizations from local authorities and complying with all applicable laws. The issuance of the permit shall in no way imply Department of Transportation approval of, or be intended to influence any action pending before a local board, commission, or agency.
13. The permitted operations shall be allowed on state highway right-of-way only between sunrise and sunset and shall not be performed on Saturdays, Sundays, or during the period beginning at 12:00 Noon on the last weekday (Monday through Friday) preceding and continuing until Sunrise on the day following: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
14. In accordance with the notice requirements of Indiana Code 4-22-1-25, any objection to the conditions and provisions of an approved permit must be submitted in writing to the Department of Transportation within fifteen (15) days from the issue date.
15. The permittee does hereby agree that (1) no person on the ground of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of its facilities, (2) that in the event facilities are constructed, maintained or otherwise operated on the said property described in this permit for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the permittee shall maintain and operate such facilities and services in compliance with all other

requirements imposed pursuant to Title 49, Code of federal Regulations, Department of Transportation, Subtitle A, Office of the secretary, part 21 Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.



**RIGHT-OF-WAY PERMIT
SPECIAL PROVISIONS**
State Form 3321 (R6 / 11-11)

**STATE OF INDIANA
INDIANA DEPARTMENT OF TRANSPORTATION**

1. All existing utilities and other underground facilities such as traffic signal appurtenances must be located prior to commencing excavation.
2. The permittee shall not disturb nor manipulate any existing traffic control devices. Any damages to a traffic control device shall be repaired immediately at the permittee's expense by a State prequalified contractor. Contact the Signal Technician at the appropriate District Office (see telephone numbers on page 3) five days prior to doing work in the right-of-way that will affect any existing traffic control devices.
3. All cuts and trenches in and across the right-of-way of the Interstate, Federal, or State Highway shall be made by the permittee. After the work of installation of the project, the permittee shall restore all pavement surfaces and right-of-way according to requirements and specification and have it inspected by the Department of Transportation.
4. If private drives or commercial drives with a paved surface are to be open cut, a letter of approval must be obtained from the drive owner.

5. Pavement Removal

- a. Bituminous Pavement – The trench or area to be removed shall be sawed to a minimum depth of 2 inches. Breakage shall be confined to required lines. The edge of the area after removal shall be such that the maximum variation from the vertical will not exceed 1 ½ inches. In trimming and straightening these edges it may be necessary to use hand methods. Methods and equipment used in cutting, breaking, and removal shall not cause undue breakage, excessive shattering or spalling of the bituminous pavement to be left in place.
- b. Concrete Pavement – The trench or area to be removed shall be sawed to the bottom of the steel mesh with a minimum depth of 2 inches. Breakage shall be confined to required lines. The edge of the area after removal shall be such that the maximum variation from the vertical will not exceed 1 ½ inches. In trimming and straightening these edges it may be necessary to use hand methods. Methods and equipment used in cutting, breaking, and removal shall not cause undue breakage, excessive shattering or spalling of the concrete to be left in place and shall be such that will prevent excessive vibration and shock from being transmitted along reinforcing steel to the adjacent pavement.

6. Pavement Replacement

A "T" section should be used to bridge excavated areas to alleviate future settlement.

- a. Bituminous Pavement – Pavement replacement shall not be less than 12 inches of bituminous base mixture, thoroughly compacted in lifts of not more than 3 inches and a top lift of 1 inch shall be bituminous surface mixture properly compacted. All exposed bituminous edges shall be treated with bituminous tack. A "Wacker Rammer" compactor or equivalent shall be used for compacting the bituminous mixtures. The surface course shall meet Department of Transportation specifications for smoothness.
- b. Concrete Pavement – The depth of the concrete pavement shall be the same as the removed pavement except it shall be a minimum of 9 inches. Anchor bolts shall be placed along all sides of the removed area. The spacing shall be 3 feet center to center on the transverse side and 5 feet center to center on the longitudinal side with a minimum of 2 anchor bolts on a side. The anchor bolts and steel reinforcing shall be the same type and shall be placed as specified in the Department of Transportation's Standard Sheets. The concrete used shall be high early strength as set out in the Indiana Standard Specifications, except test beams will not be required.

Application number
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E16C3CR0002

SUB-GRADE

The sub-grade on which the concrete or bituminous mixture is to be placed shall be compacted thoroughly prior to the placing of the pavement.

7. All cuts in the pavement shall be opened to traffic at all times except when the permittee is working at the site. If the cut in the pavement cannot be completed in the working day, it shall be temporarily backfilled, with the top 3 inches consisting of a temporary bituminous mixture, or the cut can be covered with a steel plate of sufficient size and thickness to satisfactorily carry the traffic. The steel plate shall be properly fastened down so as not to create a hazard. A steel plate shall also be used to cover any concrete area during the curing period. All steel plates must be labeled for emergency notification. Utility company name and 24 hour notification telephone number shall be visible at all times.
8.
 - a) All excavation from cuts in the pavement and shoulder area shall be removed from the right-of-way. The backfilling of this area shall be Compacted Aggregate Base or "B" Borrow. The compacted aggregate base or "B" Borrow shall extend beyond the shoulder line at a slope of 1 to 1. This backfill shall meet Department of Transportation Standard Specifications.
 - b) Backfilling of all trenches outside of the shoulder lines on State Highway right-of-way shall be made with pit run sand and gravel mixture or with material acceptable to the Department of Transportation, except for the top 12 inches which must be filled with top soil and compacted. Grass seed and fertilizer shall then be placed on the top soil which has been prepared in accordance with Department of Transportation Specifications on seed bed preparation.
 1. When the trench is excavated or plowed in a lawn area that is mowed, the applicant shall replace all disturbed areas with sod. The sod shall be placed and maintained according to Department of Transportation Standards.
 2. Sod may be required at other areas where erosion may be a problem.
9. The permittee shall at all times protect the pavement surface and right-of-way from damage due to the use of heavy equipment, and shall provide and use approved pads, planks, or dirt cushion to protect against other damage. Immediately before any section of the highway is to be placed back in use for traffic, the permittee shall remove all excess dirt and sweep the pavement surface to eliminate unnecessary dust hazards.
10. The Permit Inspector in the local sub-district or district office shall be notified 24 hours in advance of the pouring of concrete or the placing of bituminous mixture. (See telephone numbers on page 2.)
11. Tunneling under Interstate, Federal, or State Highway pavements will be allowed when approved by the Department of Transportation. Pipe for such tunnels shall be approved pipe as specified on the plans, inserted in the tunnel lining and the excess space filled with concrete as specified in the plans. Tunneling methods, supports and operations shall be subject to the approval of the representative of the Department of Transportation assigned to inspect the work. Proper backfilling must be done around the tunnel lining in order to prevent any settling of the pavement and right-of-way.
12. The top elevation of all manholes shall be held to ground or road surface level.
13. The permittee shall be responsible for the proper replacement of any driveways, driveway pipes or sidewalks that are disturbed during the permit work.
14. Drainage on shoulders, ditches, or otherwise on the right-of-way shall not be obstructed. Appropriate control measures shall be followed to protect the right-of-way from erosion.
15. All permits shall conform to the current INDOT Utility Accommodation Policy.
16. Within seven (7) days after a new installation or repair to an existing installation is performed, all excess dirt or obstructions caused by the installation or repair must be removed and the area must be restored to a condition by the permittee so as not to interfere with mowing the highway right-of-way.
17. Upon completion of all pavement cuts and before the work crew leaves the work area, the permittee shall furnish and place the appropriate color spot on the existing road surface next to the side of cut nearest the edge of highway pavement.
18. The permittee agrees, as a condition of approval of this permit, to move or remove any structures installed under this permit, at the permittee's own expense should future traffic conditions or road improvement necessitate; or when

requested to do so by INDOT except for on the National System of Interstate and Defense Highways as outlined in the Indiana Code.

19. Work shall be performed in accordance with the attached plans.
20. If at any time in the future, this installation should become damaged due to normal maintenance or roadwork by INDOT, the permittee shall be responsible for all repairs, and cost of repairs that may arise from such damage.
21. Any poles installed under this permit, including brace poles and guy poles should be placed within 1 ½ feet of the right-of-way line. Exceptions to this placement policy will be granted only for special conditions and must be explained in the application.
22. Any pole line installed under this permit will comply with all regulations outlined in the National Electrical Safety Code, and any other handbook issued by the Department of Commerce Bureau of Standards, which refers to the installation and maintenance of communications lines.
23. No trees or plants on the right-of-way of any Interstate, Federal, or State Highway will be trimmed or removed without written permission from the Department of Transportation.
24. Work performed under this permit will not interfere in any way with any pole line or other existing structure along or across the Interstate, Federal, or State Highway.
25. Work within the sodded areas of the right-of-way is not to be performed during wet periods. Any damage to the sodded areas of the right-of-way must be repaired and properly seeded.
26. If traffic is to be stopped on the highway the applicant must notify the Indiana State Police for assistance in traffic control within five (5) days prior to construction. Traffic will not be stopped longer than five (5) minutes.

INDOT DISTRICT OFFICES

Crawfordsville District

41 W 300 North
Crawfordsville, IN 47933
(888) 882-8330

Fort Wayne District

5333 Hatfield Road
Fort Wayne, IN 46808
(260) 969-8254

Greenfield District

32 S Broadway
Greenfield, IN 46140
(855) 463-6848

LaPorte District

315 E. Boyd Blvd.
LaPorte, IN 46350
(855) 464-6368

Seymour District

185 Agrico Lane
Seymour, IN 47274
(812) 522-5649

Vincennes District

3650 US 41 South
Vincennes, IN 47591
(812) 895-7300



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

Crawfordsville District
41 West 300 North
Crawfordsville, IN 47933

PHONE: 1-888-924-6368
(765)362-3700
FAX: (765)364-9226

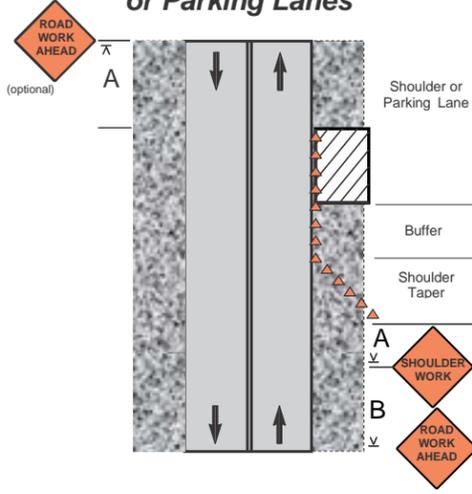
Michael R. Pence, Governor
Brandye Hendrickson, Commissioner
Alan Plunkett, District Deputy Commissioner

SPECIAL PROVISIONS

- **INDOT requires notification of the Crawfordsville Traffic Signal Shop prior to any work on the Right of Way near a signalized intersection or new highway lighting. Please contact Signal Supervisor, Monty Wilson at (765)361-5640 or Paul Michael at (765)361-5662 three working days prior to excavation within 500 feet of a signalized intersection or in the vicinity of highway lighting.**
- **When a permanent repair, to a road cut, cannot be completed by the end of a workday, a steel plate may be used to cover the road cut. The pavement cut shall be permanently or temporarily repaired and the plate removed within two calendar days. If the road cut occurs when asphalt plants are closed for the season, then cold patch material shall be used to level the surface of the road cut with the existing pavement as a temporary repair. Concrete or flowable fill may be used for the base material. The permanent asphalt repair shall occur within two weeks after asphalt plants re-open. Steel plates shall not interfere with INDOT winter snow operations.**
- **The permittee shall notify the Department of Transportation Fowler Sub-district (765)884-1501 five working days preceding the beginning of any work activity.**
- **The traffic control and lane restrictions required for this permit could cause travel delays. It is necessary to contact the INDOT Crawfordsville District office to report when work at this location will cause delays or lane restrictions will begin and end. Please contact Carla Sheets at (765)361-5606 to report beginning and ending of travel restrictions. You may also fax this information to (765)364-9226 attention Permit Department.**
- **The State Right of Way marker cannot be removed or damaged. To relocate this marker, you are required to hire a state licensed surveyor.**
- **When a lane is cut, the longitudinal joint of each patch will either be in the center of the lane or the lane line.**

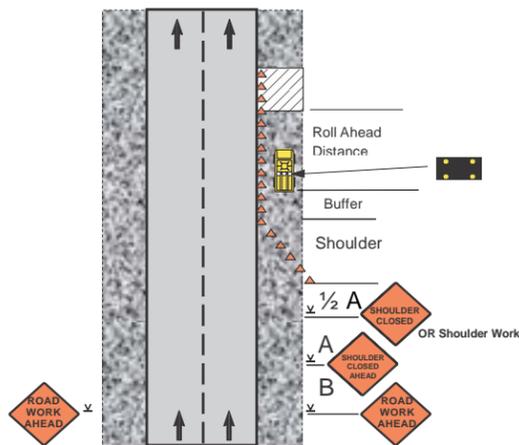
Indiana Department Of Transportation Permit Section Traffic Control Quick Reference Guide

Work on Paved Shoulders ≥8ft. or Parking Lanes



Note: WORKERS or UTILITY WORK AHEAD signs may be used instead of the SHOULDER WORK or ROAD WORK AHEAD signs.

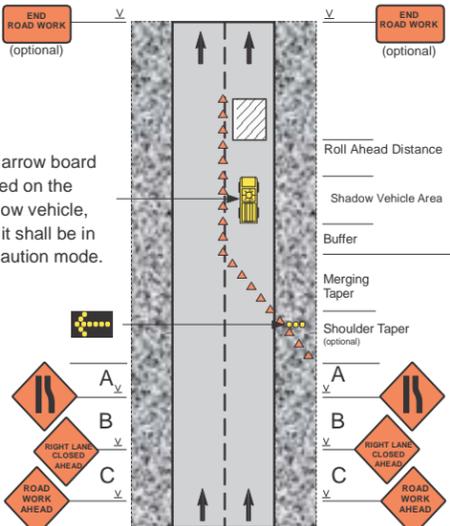
Paved Shoulder ≥8ft. Closed on Divided Roadway



- Notes:**
1. SHOULDER CLOSED signs should be used on limited-access highways where there is no opportunity for disabled vehicles to pull off the traveled way.
 2. UTILITY WORK AHEAD or WORKERS signs may be used instead of the ROAD WORK AHEAD sign.
 3. Use of an arrow display is optional. If used, it shall be operated in the caution mode.
 4. ≤40mph speed limit, shadow vehicle optional.

Shadow Vehicles **CANNOT** be used as work vehicles

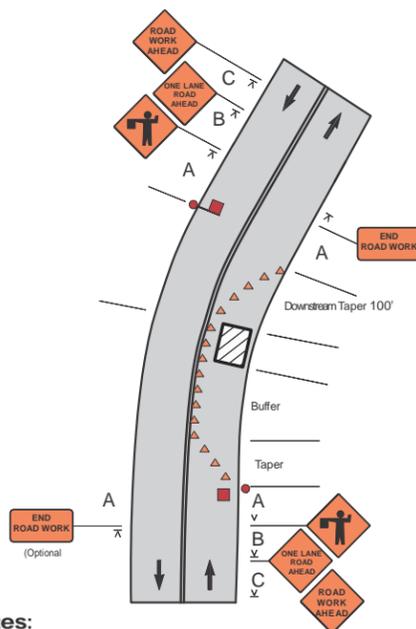
Lane Closure on a Divided Roadway or One Way Street



If an arrow board is used on the shadow vehicle, then it shall be in the caution mode.

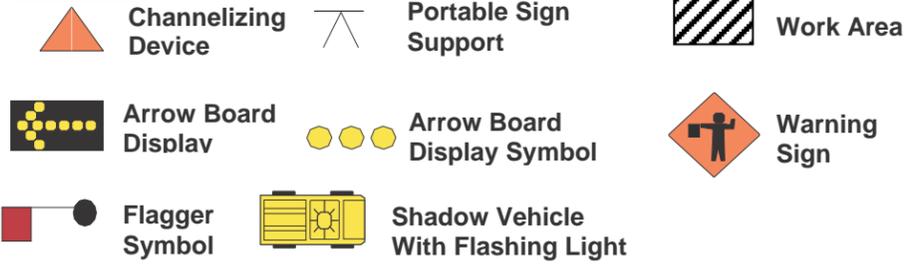
- Notes:**
1. When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic to/from the side road, and a ROAD WORK AHEAD sign shall be placed on each side road approach.
 2. On non-freeway multi-lane roads in urban areas, the sign spacing may be reduced.
 3. ≤40mph speed limit, shadow vehicle optional.

Lane Closure on a Two-Lane Road (Two Flagger Operation)



- Notes:**
1. The flagger or flaggers shall use approved flagging procedures according to the MUTCD.
 2. If there is a side road intersection within the work area, additional traffic control, such as flaggers and appropriate signage, may be needed on the side road approaches.

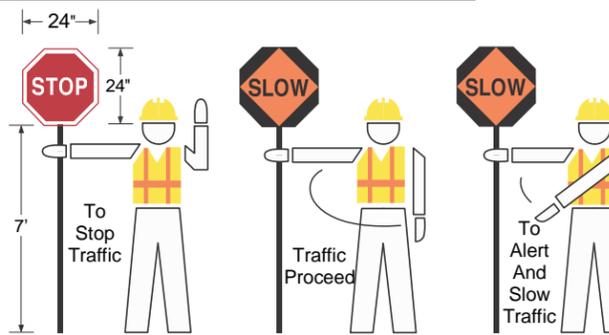
Legend



Flagger Standards and Procedures

If flaggers are used they must be properly trained and equipped at all times.

Only 24" Diameter Stop/Slow paddles are allowed while flagging on State Right-Of-Way



Acceptable Channelizing Devices

1. Stripes on barricade rails slope downward at an angle of 45 degrees toward the direction traffic is to pass.
2. Barricade rail stripe widths shall be 6 inches except where rail lengths are less than 36 inches, then 4 inch wide stripes may be used.
3. The sides of barricades facing traffic shall have retroreflective rail faces.
4. All channelizing devices shall meet AASHTO Manual for Assessing Safety Hardware (MASH) Requirements.

Spacing
On Tapers: The distance in feet equal to the speed limit in mph, Alongside the work area: The distance in feet equal to 2.0 times the speed limit in mph.
Alternatively, the spacing for straight-aways may be as follows:

- 20 to 40 mph: 1 cone for every 40' (every skip)
- 40 to 55 mph: 1 cone for every 80' (every other skip)
- 60 mph & above: 1 cone for every 120' (every 3 skips)

	Sign Spacing (feet)				
	25-30 mph	35-40 mph	45-55 mph	Multilane Divided 50 mph or higher	Expressway/Freeway
A	100	350	500	1000	1000
B	100	350	500	1600	1600
C	100	350	500	2640	2640

Distances shown are approximate. Sign spacing should be adjusted for curves, hills, intersections, driveways, etc., to improve sign visibility.

OPTIONAL SKIPS BASED TAPERS (For a 12 Ft Wide Closure)													
Speed (MPH)	Shoulder Tapers				Shifting Tapers				Merging Tapers				
	L	#S	CS	#C	L	#S	CS	#C	L	#S	CS	#C	
Low Speed	20	80	2	20	5	80	2	20	5	160	4	20	9
	25	80	2	20	5	80	2	20	5	160	4	20	9
	30	80	2	20	5	120	3	20	7	200	5	20	11
	35	120	3	20	7	160	4	20	9	280	7	20	15
	40	120	3	40	4	160	4	40	5	320	8	40	9
High Speed	45	200	5	40	6	280	7	40	8	560	14	40	16
	50	200	5	40	6	320	8	40	9	600	15	40	17
	55	240	6	40	7	360	9	40	10	680	17	40	18
	60	240	6	60	5	360	9	60	7	720	18	60	13
	65	280	7	60	6	400	10	60	8	800	20	60	15
70	280	7	60	6	440	11	60	9	840	21	60	15	

2-Way & Downstream Tapers are always 100/2.5/20/7

L = Length (ft)	#S = Number of Skips	CS = Cone Spacing (ft)	#C = Number of Cones
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Guidelines for Buffer Lengths and Distance of Flagger Station in Advance of the Workspace

Speed (mph)	MUTCD Based Buffer Length (ft)	Optional Skips Based	
		Buffer Length (ft)	Number of Skips
20	115	120	3
25	155	160	4
30	200	200	5
35	250	280	7
40	305	320	8
45	360	360	9
50	425	440	11
55	495	520	13
60	570	600	15
65	645	680	17
70	730	760	19

Roll-ahead Distances

Speed	Stationary	Mobile
≤ 45 mph	100 ft	150 ft
50 - 55 mph	150 ft	200 ft
60 - 65 mph	200 ft	275 ft
70 mph	225 ft	325 ft

DISCLAIMER... The purpose of this document is to present guidelines for work zone traffic control. This covers the basic requirements set forth in Part VI of the Indiana Manual on Uniform Traffic Control Devices (MUTCD) as it pertains to Right-Of-Way Permit work. Any changes or additions of traffic control of protection can be requested per the INDOT District Permit Sections. This document MUST accompany the Right-Of-Way Permit Application.

Created By INDOT, Work Zone Safety Section, June 2011.



TECHNICAL SPECIFICATIONS

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

SECTION 100 – GENERAL PROVISIONS

SECTION 101 – DEFINITIONS AND TERMS

101.10 CONSTRUCTION LIMITS: Prior to beginning work at each location in the program, the Contractor shall verify the exact limits of construction with the Engineer. All areas disturbed by the contractor outside these limits shall be repaired/restored to its original condition prior to project acceptance by the Owner. No additional payment shall be made for this restoration work.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

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

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

1. PREVAILING PARTY – ATTORNEY FEES: Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.
2. ENGAGING IN ACTIVITIES WITH IRAN: By signing this Contract, Contractor certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.
3. E-VERIFY: Contractor shall comply with E-Verify Program as follows:
 - f. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
 - g. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a

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

- h. If Contractor employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.
- i. Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 7(d), Contractor may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.
- j. By its signature below, Contractor swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

4. NON-DISCRIMINATION: Contractor agrees:

- 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.

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

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

SECTION 104 – SCOPE OF WORK

- 104.04 MAINTENANCE OF TRAFFIC: The contractor will be responsible for adequate maintenance of traffic measures throughout construction operations. All barrels, cones, barricades, flagmen, and other associated items shall be provided to protect the workmen and the public. The contractor shall provide adequate means to safely direct traffic past the point of construction, and shall provide for safely conducting traffic at all other points that are affected by the work, at all times. Upon the request of the City, the contractor shall provide a traffic maintenance plan for engineering approval. The traffic maintenance shall comply with requirements set forth in the approved INDOT permit.

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

SECTION 105 – CONTROL OF WORK

- 105.06 COOPERATION WITH UTILITIES: The Contractor shall inform themselves of existing utilities nearby the project site and have facilities field located prior to and during construction. The Contractor shall protect all existing facilities.

Per the construction drawings, the Contractor shall install a service point at the northwest corner of Yeager Road and Sagamore Parkway. Contractor shall coordinate the City's request for service (the City should call 1-800-521-2232) and schedule the new service with Duke Energy, to ensure no delay or conflict with the project. Steve Thompson: 765-446-4012, Steven.Thompson@duke-energy.com

There shall be no direct compensation for coordination with utility companies; it is assumed that costs of coordination are included in other bid items.

SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.02 PERMITS, LICENSES, AND TAXES: The Contractor is responsible for having the approved INDOT permit on hand at all times. All work performed shall be in accordance with the approved Permit, Title VI Assurances and INDOT Special Provisions (see attached Title VI Assurances and INDOT Special Provisions pages).

SECTION 108 – PROSECUTION AND PROGRESS

108.04 PROSECUTION OF THE WORK: The contractor shall coordinate all work with the City Engineer or designated representative prior to commencing and throughout the contract on at least a daily basis.

SECTION 114 – INFORMATION PROVIDED BY ENGINEER

- 114.01 No electronic files will be provided to the Contractor.
 - A. Should the Owner request the release of the electronic files, Butler, Fairman and Seufert’s “Terms, Release and Waiver for Disclosure of CAD Files” form will need signed by both the Owner and the Contractor. At which time, the Engineer will provide the Contractor only the “Lighting Plans” drawing, in Civil 3D 2014 format.
 - i. Despite any revisions that may occur after bidding to these electronic files, the revised electronic files will not be provided.
 - ii. The construction drawing prints hold over any discrepancies found within electronic files.

SECTION 600 – INCIDENTAL CONSTRUCTION

SECTION 630 – UNDISTRIBUTED PAY ITEMS

Undistributed quantities shown on the itemized proposal will be utilized as spare parts by the Owner.

These undistributed quantities are in addition to the quantity that is known to be necessary to construct the project, as shown on the plans. Payment will be based on the contract unit price indicated on the proposal.

The itemized proposal contains the following undistributed quantities:

Pay Item	Quantity
LIGHT POLE, ROADWAY, 25 FT EMH 20 FT MAST ARM, BREAKAWAY BASE	1 EACH
LUMINAIRE, ROADWAY, LED	1 EACH

SECTION 800 – TRAFFIC CONTROL DEVICES AND LIGHTING

SECTION 807 – HIGHWAY ILLUMINATION

807.01 DESCRIPTION: This work includes the furnishing and installation of decorative lighting structures, LED luminaires and incidental materials in accordance with 807, as shown on the plans and as specified herein. All other items, not superseded by the information within, shall be furnished and installed per INDOT Standard Specifications section 807.

(a) SUBMITTALS

Shop Drawings shall be submitted for luminaires, poles, and support components. Include data on features, accessories, and finishes.

Shop Drawings shall include anchor-bolt templates certified by manufacturer.

807.02 MATERIALS

A. Lighting Structure shall be “Light Pole, Ornamental, 25 FT E.M.H., W/ 20 FT Mast Arm” and “Luminaire, Roadway, LED”, to be furnished and installed by the Contractor.

Bidders shall contact both ESL Spectrum (Scott Parkinson 317-989-2532) and Techlite Corp (Steve Bates 317-506-0706) for competitive pricing.

a. LED Luminaire: Sternberg Libertyville (1914LED/A-40L45T3-MDL10-HSH-BKT), Sun Valley (LCLS20-GR-VLED-III-120LED-350mA-NW-RAL-9005), or Owner approved equal.

1) Effective Mounting Height shall be 25-feet

2) Lamping: A minimum of 0.8fcd illuminance average shall be maintained. Illuminance average shall not exceed 1.2fcd. A 4:1 uniformity ratio, or better, should be met. A light loss factor of 0.85 shall be used.

3) Finish: Prior to coating, each assembly shall be chemically cleaned and etched. Powder coated black.

4) Remote photocell controllable. Any photocells within luminaires shall be covered with shorting caps.

5) Distribution: Type III

6) No fins on the housing.

b. Ornamental Light Pole: Millerbernd (8F11AB956124K2025GVBKBSGH), Valmont (FL2108S-950H-2500-20SCR-FP/GVSC-HH-AB-BAA(2)-GF1-WPU) or Owner approved equal.

- 1) Pole Description: 8 sharp fluted, steel.
- 2) Pole Height: 24-feet
- 3) Pole Width: Base diam 9.5-inch, Top diam 6.14-inch +/-
- 4) Mast Arm with Scroll Arm: 20-feet, with 1-foot-10-inch rise; mounted 6-inches below the top of pole.
- 5) Banner arms shall be installed on back side of pole (away from the road); bottom banner arm shall be 14-ft from the bottom of pole, top banner arm shall be spaced 5-feet 11-inches above the bottom banner arm (center to center). Banner arms shall be 2-foot 6-inches between the mounting bracket to end bulb. The top arm shall be fixed. The bottom banner arm shall be banded to the pole. The bottom banding shall be black.
- 6) Weatherproof GFI receptacle shall be installed 13-feet 6-inches from the bottom of pole, on the opposite side of the banner arms. Other acceptable options include a weatherproof twist lock 110V receptacle, to be wired into a GFI located in the pole handhole for easier access.
- 7) Finish: Prior to coating, each assembly shall be chemically cleaned and etched. Powder coated black.
- 8) Breakaway Coupling base
- 9) Anchor Bolts shall include right angle hook at the unthreaded end. Anchor bolts and bolt circle shall be supplied by the manufacturer.
- 10) Handhole with cover and stainless steel screws shall be located in base.

Point by Point complying with the illuminance and uniformity ratio, as well as the general layout in the construction drawings, shall be required with the submittal package. Contractor can utilize other Sternberg Libertyville or Sun Valley lamps (different lumens, volts, distribution, etc.), as long as the exterior esthetics meet the specifications within and at the approval of the engineer.

Concrete Foundation: The concrete foundation shall be constructed to INDOT Standards and Specifications. If coarse aggregate bedding is required to bring the support up to grade, it shall be placed and mechanically compacted. Once the concrete support base is constructed, it shall be given sufficient time to cure before installing light pole. Concrete mix shall be Class A, and mix design shall be submitted for approval prior to construction. The ground rod, ground wire and connectors shall meet the Lafayette Electrical Codes and NEC guidelines.

Each light structure, with luminaire(s), shall be designed in accordance with the structural design criteria described in the INDOT Standard

Specifications, including the criteria for wind loading, maximum horizontal deflection, maximum stresses, luminaire loads, material strengths, welds, bolts, etc.

Electric:

- a. Conductor counts and Gauges indicated on drawing are minimums, and Electrical Contractor to size Wire Gauge as required for Design Service Load, length of run, and voltage drops per individual section.
- b. All work for electrical installation must be performed per the City of West Lafayette and NEC guidelines and regulations.
- c. Electrical work must be inspected by the City of West Lafayette Electrical Inspector.
 - i. Contractor to coordinate City of West Lafayette Electrical Inspection with Project Inspector.
 - ii. Electrical Contractor to submit wiring diagram for approval with Material shop drawings. Diagram to indicate conductor count and gauge.
 - iii. Roadway lighting and GFI circuit shall be run on separate circuits.

807.15 SERVICE POINT POWER ENTRY

The service point for the luminaires shall be installed in a commercial pedestal and installed on a foundation. The commercial pedestal shall be the "A" Style 16" Metered Commercial Pedestal as manufactured by Milbank or owner approved equal. The color of the pedestal shall be owner selected. The pedestal shall be of Type 3R rainproof construction and shall be UL Listed. External construction shall comply with UL50 requirements and shall be of G90 galvanized steel. Internal construction shall be G90 galvanized steel and 1.7 mil minimum thickness polyurethane industrial grade powder coat painted or bare aluminum. No fasteners except sealing screws shall be removable by external access. Hinges shall be stainless steel and of the continuous piano hinge type. The pedestal mounting bolts shall not be externally accessible. The pedestal shall be offered with an optional base designed to be embedded in concrete in place of anchor bolts. Either pedestal mounting base or anchor bolt kit is required for installation. The service pedestal must have three separate isolated sections for metering equipment, utility termination and customer equipment. The metering section must be pad-lockable and sealable and have a hinged swing back hood with an integral hinged polycarbonate sealable window for access to demand meters. An external nameplate shall be permanently attached to the hood. A stainless steel handle shall be provided on the front exterior of the hood. Meter socket type shall meet the requirements of the serving utility. The utility termination section must be pad-lockable and sealable and shall have a stainless steel handle provided on a lift-off cover. Sufficient clearance shall be provided for a 4-inch diameter conduit for utility

cables entrance. Utility landing lugs shall accommodate #6 – 350 kcmil conductors. The customer compartment door to be hinged on the left hand side. A stainless pad-lockable hasp provided to secure customer compartment. A door keeper provided to keep the door in an open position. A print pocket on the inside of the door shall hold all wiring schematics, circuit directories and instructions in a clear, weatherproof sleeve. Required labeling shall be located on the inside of the customer door. Distribution and control equipment shall be behind an internal dead-front door with a quarter-turn securing latch and be hinged to open more than 90 degrees. The deadfront door shall be hinged on the same side as the customer section door. All distribution and control equipment shall be factory wired using 600 volt wire sized to UL requirements. The provided documentation shall list circuit breaker combinations and those to be used for de-rated operation for series ratings. Utility requirements for this equipment vary. Always consult the serving utility for their requirements before ordering or installing this equipment.

807.18 METHOD OF MEASUREMENT

The Contractor will be compensated in accordance with 807.18. The work shall consist of furnishing all materials, labor, equipment, and incidentals necessary for the placement of the structure with mast arm, luminaire, embedded conduit, and all wiring and appurtenances as required. This shall include required excavation, construction of reinforced concrete foundation, furnishing and placement of reinforcing steel and anchor bolts where required for complete installation in accordance with the manufacturers’ and INDOT specifications, as found appropriate by the Engineer.

807.19 BASIS OF PAYMENT

The basis of payment will be in accordance with 807.19

Payment will be made under:

Pay Item	Pay Unit Symbol
LIGHT POLE, ROADWAY, 25 FT EMH 20 FT MAST ARM, BREAKAWAY BASE.....	EACH
LUMINAIRE, ROADWAY, LED	EACH

The cost of banner arms, GFI outlets and associated wiring, mounting hardware and all necessary incidentals to complete this work shall be included in the cost of the Light Pole, Ornamental, 25 FT EMH W/ Mast Arm.

Conduit material for lighting shall be in accordance with Section 805.12.

Coordination with Duke Energy shall be required for the timely service point installation.

END OF SECTION

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