



Board of Public Works and Safety
Lafayette City Hall: Common Council Chambers
Caucus is Tuesday at 8:30AM in Board of Works room

Meeting: May 19, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. May 12, 2020

Documents:

[05122020.pdf](#)

BIDS UNDER ADVISEMENT

a. Loeb Stadium-Video Display Board

b. Haggerty Pointe Storm Sewer Extension

NEW BUSINESS

Parks Department

a. Recommendation For Award-Memorial Island Phase 3 (Columbian Park)

Documents:

[Recommendation for Award-Memorial Island, Phase 3.pdf](#)

b. Contract-Memorial Island Phase 3 (Columbian Park)

Documents:

[Contract-Memorial Island Phase 3.pdf](#)

c. Notice To Proceed-Memorial Island Phase 3 (Columbian Park)

Documents:

[Notice to Proceed-Memorial Island Phase 3.pdf](#)

d. Change Order #1-Memorial Island Phase 3 (Columbian Park)

Documents:

[Change Order 1-Memorial Island, Phase 3.pdf](#)

Engineering

a. Contract-Romig Street Retaining Wall Repair Project

Documents:

[Contract-Romig.pdf](#)

b. Notice To Proceed-Romig Street Retaining Wall Repair Project

Documents:

[Notice to Proceed - Romig St Retaining Wall Repair.pdf](#)

c. Acceptance To Maintenance-Stone's Crossing Section 4 Phase 4

Documents:

[Acceptance to Maintenance-Stones Crossing Section 4 Phase 4.pdf](#)

Economic Development

a. Historic Demolition Permit-702 Owen Street (Garage Only)

Documents:

[Historic Demolition Permit-702 Owen Street \(Garage Only\).pdf](#)

b. Permission To Advertise-Traffic Signal Modernization-South Street Intersection With 5th & 6th Streets (Rebid)

Documents:

[Permission to Advertise-Traffic Signal Rebid.pdf](#)

Purchasing

a. Recommendation For Award-2020 Columbian Park Barn Roof Replacement

Documents:

[Recommendation of Award - Columbian Park Barn Roof Replacement.pdf](#)

b. Contract-2020 Columbian Park Barn Roof Replacement

Documents:

[Contract-Roof.pdf](#)

c. Notice To Proceed-2020 Columbian Park Barn Roof Replacement

Documents:

[Notice to Proceed-Roof.pdf](#)

CLAIMS

MISCELLANEOUS

a. Banner Request-Art On The Wabash

Documents:

A list of all permits issued for the preceding week is available at <http://www.lafayette.in.gov/DocumentCenter/Index/375>

**BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
May 12, 2020**

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, May 12, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray and Norm Childress.
Absent: Amy Moulton and Ron Shriner

Jacque Chosnek, 1st Deputy City Attorney, was also present.

President Henriott called the meeting to order.

The Pledge of Allegiance was given to the flag of our Country.

MINUTES

Mrs. Murray moved for approval of the minutes from the May 5, 2020 regular meeting. Mr. Childress seconded.
Passed.

BID OPENING

Loeb Stadium-Video Display Board

This being the time set to open bids for the Loeb Stadium-Video Display Board and the following bids were received and opened:

Daktronics
Brookings, South Dakota

Base Bid: \$596,000.00

Prismview, LLC
Logan, Utah

Base Bid: \$599,672.00

Southpaw Sports & Entertainment
Farmers Branch, Texas

Base Bid: \$533,508.00

Unified Board Operations, LLC (Visua)
La Crosse, Wisconsin

Base Bid: \$519,500.00

Fairplay Corp.
Hazelwood, Missouri

Base Bid: \$512,198.00

Formetco Inc.
Duluth, Georgia

Base Bid: \$597,420.00

Nevco Sports, LLC

Greenville, Illinois

Base Bid: \$648,838.00

Watchfire Signs

Danville, Illinois

Base Bid: \$579,000.00

Mr. Childress moved to take the bids under advisement for further review. Mrs. Murray seconded. Passed.

Haggerty Pointe Storm Sewer Extension

This being the time set to open bids for the Haggerty Pointe Storm Sewer Extension Project and the following bids were received and opened:

F&K Construction

Flora, Indiana

Base Bid: \$341,372.00

Alternate #1: \$14,491.00 (additional)

Rieth-Riley Construction

Lafayette, Indiana

Base Bid: \$378,000.00

Alternate #1: \$17,230.00 (additional)

Midwest Paving

Noblesville, Indiana

Base Bid: \$348,852.25

Alternate #1: \$26,174.00 (additional)

Atlas Excavating

West Lafayette, Indiana

Base Bid: \$520,413.00

Alternate #1: \$36,186.00 (additional)

R&W Contracting

West Lafayette, Indiana

Base Bid: \$526,299.00

Alternate #1: \$24,040.00 (additional)

Mr. Childress moved to take the bids under advisement for further review. Mrs. Murray seconded. Passed.

Traffic Signal Modernization South Street Intersection at 5th & 6th Streets

This being the time set to open bids for the Traffic Signal Modernization South Street Intersection at 5th & 6th Streets and the following bids were received and opened: ***No Bids Received***

BIDS UNDER ADVISEMENT

Memorial Island Phase 3 (Columbian Park)

President Henriott stated that this item will remain under advisement.

NEW BUSINESS

Parks Department

Recommendation for Award- Columbian Park Lagoon Dredging Improvements

Mayor Roswarski presented to the Board and recommended approval of a Recommendation for Award for the Columbian Park Lagoon Dredging Improvements with Merrell Bros., Inc. in the amount of \$456,230.00. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Contract- Columbian Park Lagoon Dredging Improvements

Mayor Roswarski presented to the Board and recommended approval of a Contract for the Columbian Park Lagoon Dredging Improvements with Merrell Bros., Inc. in the amount of \$456,230.00. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Notice to Proceed- Columbian Park Lagoon Dredging Improvements

Mayor Roswarski presented to the Board and recommended approval of a Notice to Proceed for the Columbian Park Lagoon Dredging Improvements. Official work days will begin on May 12, 2020 with a date of final completion of all work being September 1, 2020. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Recommendation for Award- Columbian Park Carousel Project

Mayor Roswarski presented to the Board and recommended approval of a Recommendation for Award for the Columbian Park Carousel Project with Morgan Constructors, LLC in the amount of \$1,762,000.00. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Contract- Columbian Park Carousel Project

Mayor Roswarski presented to the Board and recommended approval of the Contract for the Columbian Park Carousel Project with Morgan Constructors, LLC in the amount of \$1,762,000.00. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Notice to Proceed- Columbian Park Carousel Project

Mayor Roswarski presented to the Board and recommended approval of a Notice to Proceed for the Columbian Park Carousel Project with work beginning today. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Change Order #1- Columbian Park Carousel Project

Mayor Roswarski presented to the Board and recommended approval of Change Order #1 for the Columbian Park Carousel Project with Morgan Constructors. The change order is a deduction in the amount of \$4,700.00 which brings the revised contract amount to \$1,757,300.00. The change order includes omitting demo and removal of existing fencing and trees along with change the door from one style to another. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Engineering

Contract-Greenbrier Subdivision Concrete Repair Project

Jeromy Grenard, Public Works Director, presented to the Board and recommended approval of a Contract for the Greenbrier Subdivision Concrete Repair Project with Heartland Excavating in the amount of \$43, 515.00. The contract includes replacing 6 new curb ramps, curb spot repair and raising 11 storm drain inlets by 2 inches in order to prepare the subdivision for a subsequent asphalt overlay. Mr. Grenard stated that he received 3 quotes that include Heartland Excavating in the amount of \$43,515.00, Promiseland Concrete Construction in the amount of \$46,683.35, and Reith-Riley Construction in the amount of \$69,374.00. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Notice to Proceed-Greenbrier Subdivision Concrete Repair Project

Mr. Grenard presented to the Board and recommended approval of a Notice to Proceed for the Greenbrier Subdivision Concrete Repair Project. Work can begin immediately with final completion on August 28, 2020. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Addendum #8-Utility Service Agreement for Concord Road LLC/Stone's Crossing Subdivision

Mr. Grenard presented to the Board and recommended approval of Addendum #8 for the Utility Service Agreement for Concord Road LLC/Stone's Crossing Subdivision. The current phase is Section 4, Phase 4 which includes 60 single family residential lots. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Lafayette Renew

Contract-Pearl River Sewer Relocation Project

Brad Talley, Lafayette Renew Superintendent, presented to the Board and recommended approval of a Contract for the Pearl River Sewer Relocation Project with Bowen Engineering in the amount of \$3,523,976.00. Mr. Talley stated that the other base bid received was from Atlas Excavating in the amount of \$4,376,915.00. Mr. Talley stated that only the base bid from Bowen Engineering will be accepted. Bid Alternates #1-3 will not be accepted. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Notice to Proceed-Pearl River Sewer Relocation Project

Mr. Talley presented to the Board and recommended approval of a Notice to Proceed for the Pearl River Sewer Relocation Project with work beginning today and a substantial completion date of January 15, 2021. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

CLAIMS

Tim Clary, Controller, presented for Board approval, Claims in the amount of \$4,019,015.23. President Henriott asked if there were any further questions and there were none. Discussion ensued regarding the small business funding that is starting and will continue next week as well. Mayor Roswarski thanked the Economic Development, Controller’s and the Lafayette Housing Authority Departments for their help with all the applications and paperwork. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

MISCELLANEOUS

Proclamation-Bike Month & Bike to Work Day 2020

Mayor Roswarski read the following proclamation:

- Whereas** For more than a century, the bicycle has been an important part of the lives of most Americans; and
- Whereas** Today, millions of Americans engage in bicycling as an environmentally sound form of transportation, an excellent way of gaining and maintaining fitness, and a means of promoting quality family recreation;
- Whereas** The education of both cyclists and motorists as to the rights of cyclists to the public roadways, and the responsibilities thereby assumed, are important to ensure the safety of both cyclists and motorists; and
- Whereas** Bicycle groups throughout our nation, state, and city are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities;
- Whereas** Greater Lafayette is a growing, thriving community with transportation and recreation demands;

NOW THEREFORE

Tracy Brown, representing the Tippecanoe County Commissioners, Mayor Tony Roswarski and Mayor John Dennis, do hereby proclaim the month of May 2020 was **GREATER LAFAYETTE INDIANA BIKE MONTH**, and the day of September 22, 2020 as **GREATER LAFAYETTE INDIANA BIKE TO WORK DAY**, and command their observance to all citizens in the Greater Lafayette area.

Time: 9:31 a.m.

BOARD OF PUBLIC WORKS AND SAFETY

Gary Henriott s/s

President

ATTEST: Mindy Miller s/s

Mindy Miller, 1st Deputy Clerk

Minutes written by Mindy Miller, 1st Deputy Clerk

*A digital audio recording of this meeting is available in the Lafayette City Clerk’s Office or online at

<http://www.lafayette.in.gov/agendacenter>.

**A list of all permits issued for the preceding week is available at

<http://www.lafayette.in.gov/DocumentCenter/Index/375>



May 19, 2020

Board of Public Works and Safety
City of Lafayette

Re: Recommendation for Award
Memorial Island at Columbian Park-Phase 3 project

Dear Board Members:

We have reviewed the apparent low bid submitted for the referenced project. The apparent low bidder is J.R. Kelly Company, Inc. with a bid in the amount of \$6,581,000.00. The bid for Add Alternate 01 Addition Concrete Retaining Wall was in the amount of \$369,000.00. Their bid was determined to be complete.

We recommend that the base bid be awarded to J.R. Kelly Company, Inc. in the amount of \$6,581,000.00 and that we accept the Add Alternate 01 in the amount of \$369,000.00. The total contract amount is 6,950,000.00. The final completion date of this project is June 4, 2021.

Please find the attached summary of the bid, executed contracts and the Notice to Proceed.

Thank you for your consideration,

Sincerely,

A handwritten signature in black ink that reads "Claudine Laufman". The signature is written in a cursive style.

Claudine Laufman
Superintendent, Lafayette Parks and Recreation



May 7, 2020

Claudine Laufman
Parks Superintendent
Lafayette Parks and Recreation Department
1915 Scott Street
Lafayette, Indiana 47904

Re: Memorial Island Phase 3 - Bid Recommendations

Claudine,

On April 21, 2020, two bids were received for Memorial Island Phase 3. After reviewing all the bids received, we recommend awarding the bid to JR Kelly Company. They provided the lowest responsive bid that aligned with the specifications and plans. JR Kelly's base bid amount was six million, five hundred and eighty-one thousand dollars and zero cents (\$6,581,000.00). JR Kelly's Add Alternate was three hundred and sixty-nine thousand dollars and zero cents (\$369,000).

Please let us know if you have any questions.

Respectfully,

A handwritten signature in black ink that reads "Fred J. Prazeau". The signature is written in a cursive, flowing style.

CONTEXT, LLC
Fred J. Prazeau, PLA, ASLA, CLARB
Partner

CONTRACT

THIS CONTRACT, made the 19th day of May, 2020, by and between

J.R. KELLY COMPANY, INC , hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

MEMORIAL ISLAND AT COLUMBIAN PARK – PHASE 3

for the Owner, all in strict accordance with the Bid Documents which include Drawings and Specifications, including any and all addenda, prepared by City of Lafayette, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Bid Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price

Of Six Million Nine Hundred Fifty Thousand Dollars and Zero Cents (\$6,950,000.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. Bidder Requirements
4. Specifications (including Addenda)
5. General Conditions
6. Map and Photographs

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show

unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in 3 original counterparts the day and year first above written.

Contractor

By _____

Title _____

(SEAL) State of Indiana
County of _____

Attest:

Notary Public
My Commission Expires: _____

Owner

By _____

(SEAL)

Attest:

Date

NOTICE TO PROCEED

May 19, 2020

JR Kelly Company
3450 Concord Road
Lafayette, Indiana 47900

RE: City of Lafayette – Memorial Island Phase 3

You are hereby notified to commence work in accordance with the provisions of your contract dated May 19, 2020.

Official work days will begin on May 19, 2020 with a date of final completion of all work being June 4, 2021.

CITY OF LAFAYETTE, INDIANA
Board of Public Works and Safety

President

Member

Member

Member

Member

Attest:

Mindy Miller, Deputy Clerk

DATE

Acceptance of Notice:

Receipt of the above Notice to Proceed is hereby acknowledged by

JR Kelly Company

DATE



May 19, 2020

Board of Public Works and Safety
City of Lafayette

Re: Change Order #1
Memorial Island at Columbian Park-Phase 3 project

Dear Board Members:

You have before you Change Order #1 for J.R. Kelly Corporation, Inc. regarding the Memorial Island at Columbian Park-Phase 3 project.

After reviewing the project through a value engineering process, we have identified the following changes:

- VE Item #1: Substitution of an acceptable sheet piling product \$55,000.00-Deduction
- VE Item #2: Alternative steel painting strategy \$70,000.00-Deduction
- VE Item #3: Smaller concrete retaining wall blocks and substitutes the aggregate base \$82,166.00-Deduction
- VE Item#4: Removes landscaping of plant material by contractor and becomes a "by Owner" item \$279,250.00-Deduction
- VE Item#5: Due to Item 1, additional structural steel was added \$5,750.00-Add

Total deduction: \$480,666.00

The total amount of Change Order #1 is \$480,666.00 (deduction). The original contract amount with J.R.Kelly, Corporation, Inc. is \$6,950,000.00. The new amended contract total is \$6,469,334.00.

The change order has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

Claudine Laufman
Superintendent, Lafayette Parks and Recreation

**MEMORIAL ISLAND PHASE 3 at COLUMBIAN PARK
City of Lafayette, Indiana**

CHANGE ORDER

Order No: #1
Date: 5/19/2020

NAME OF PROJECT: Memorial Island Phase 3 at Columbian Park
OWNER: City of Lafayette, Parks and Recreation Department
CONTRACTOR: J.R. Kelly Company

The following changes are hereby made to the CONTRACT DOCUMENTS:

CHANGE ORDER #1

Item	Description	Amount	Add/Deduct
Item 1	Sheet Piling	(\$55,000.00)	Deduct
Item 2	Steel Painting	(\$70,000.00)	Deduct
Item 3	Wall Blocks and Base Stone	(\$82,166.00)	Deduct
Item 4	Landscaping	(\$279,250.00)	Deduct
Item 5	Additional Structural Supports	\$5,750.00	Add
Total Change Order		(\$480,666.00)	Deduct
New Contract Amount		\$6,469,334.00	

DESCRIPTION / JUSTIFICATION

- Item 1 – Substitutes the sheet piling product which is also a value credit to the project.
- Item 2 – Allows for alternative steel painting strategies which is a value credit to the project.
- Item 3 – Allows for smaller concrete retaining wall blocks and substitutes the aggregate base which is a value credit to the project.
- Item 4 – Removes the landscape planting of trees, shrubs, perennials, ornamental grass, sod and turf grasses from the project. This becomes the responsibility of the Owner. Contractor is to coordinate timing and placement of topsoil to accommodate plantings in spring of 2021.
- Item 5 – Due to the Item 1, additional structural steel for the overlooks was added.

CHANGE TO CONTRACT PRICE:

CURRENT CONTRACT PRICE: \$ 6,950,000.00

The CONTRACT PRICE due this CHANGE ORDER (decreased) by: (\$480,666)
NEW CONTRACT PRICE including this CHANGE ORDER will be: \$ 6,469,334.00

The CONTRACT TIME will be by 0 calendar days.

The date for final completion of all work will be: 06/4/2021.

REQUESTED BY:

J.R. Kelly Company

RECOMMENDED BY:

Kettelhut Construction Inc.

REVIEWED BY:

City of Lafayette, Parks and Recreation Department

Board of Public works and Safety, City of Lafayette, Indiana

_____	_____
_____	_____
_____	_____
_____	_____

Attachments:

1. Value Engineering Proposal from JR Kelly.



May 7, 2020

Context Design
12 South Main Street
Fortville, IN 47904

Attn: Mr. Joe Mayes
Re: Memorial Island at
Columbian Park-Phase 3

Dear Mr. Mayes,

As discussed, we received several voluntary alternate proposals from Subcontractors during the bidding phase which we would like to submit for your consideration.

1. Sheet Piling Substitution;

-The project Specifications required PZ-32 Sheet Piles and stated that PZ-35 may be used if PZ-32 were not available. As a result, we have included PZ-35 in our Bid. However, if NZ-26 Sheet Piles, which are similar in weight and properties, are an acceptable substitution then you may Deduct <\$55,000.00> from our Bid total.

2. Structural Steel Shop Painting Endorsement;

-The project Specifications require that the Structural Steel be shop painted by an Applicator whom has an SSPC-QP3 Endorsement.
-SDR Coatings has been in business for thirty-one(31) years. They are members of SSPC but do not have a QP-3 Certification.
-They apply coatings for Lilly's, Marathon Petroleum, and many other Industrial Companies.
-SDR can offer a NACE Inspector Stamp which will state that the coatings have been applied in accordance with the Project Specifications.
-If SDR is permitted to apply the specified coatings in lieu of an SSPC-QP3 Endorsed Applicator then we can offer a credit of <\$70,000.00> to our Bid Total.

3. Retaining Wall Substitutions;

-Concerning Section 32 3216-Block Retaining walls, our Bid has been based upon using the block widths as shown on Details #1-#3 on Sheet C6.0.
-We are responsible to employ a P.E. to review and stamp the wall design.
-Our P.E. has reviewed the Geotechnical Report and determined that smaller width blocks can be utilized.
-We have attached our proposed substitutions for Details #1-#3.
-In addition, the Wall Installer would like to set the lower block on #53 stone in lieu of the specified #2 stone. The stone located above the bearing elevation will remain #2 stone.
-If these substitutions are acceptable then;

1. From our Base Bid you may Deduct <\$24,198.00>

(765) 772-3991 FAX (765) 772-3996
3450 CONCORD ROAD LAFAYETTE, IN 47909

2. From our Alternate #1 Bid you may Deduct <\$57,968.00>
4. Delete Landscaping;
- Delete all Landscaping, Seeding, Sodding, and Topsoil
 - Delete Specification Section 32 9200-Lawns and Grasses
 - Delete Specification Section 32 9300-Plants and Topsoil
 - If this work is deleted then you may Deduct <\$291,250.00> from our Bid Total.
5. Add Topsoil:
- If the above Landscaping work is deleted but the Owner would like for us to include supply and installation of the Topsoil then, Add \$12,000.00 to our Bid Total.
6. Change Fishing Pier Overlook Plate
- Maintain the useage of 1/4" thick steel plate at the fishing pier overlooks as we had included in our bid except that these plates will now be 8' long in lieu of 6' long.
 - Add five(5) W6x9 beams x 8' long at each of the fishing pier overlooks for a total of twenty beams. These beams shall be galvanized. Add \$5,750.00 to our Bid Total.

Please review the above proposals and notify us if you have any questions.

Sincerely,

Jeff Mutzl
Jeff Mutzl
Vice President



Office of the City Engineer

May 19, 2020
Board of Public Works and Safety
City of Lafayette
20 N 6th Street
Lafayette, IN 47901

Dear Board of Public Works and Safety:

You have before you the Contract and Notice to Proceed with Custom Cuts Lawn Care, Inc. for the Romig Street Retaining Wall Repair Project. Major components of this Project include:

- Removal of a destabilized section of existing wall
- Clearing of brush behind the wall
- Installation of base, drainage features behind the wall, and re-installation of the wall utilizing geogrid for tie-backs

The contract amount for this project is \$5,691.29. The Notice to Proceed begins immediately with Final Completion on July 31, 2020.

This contract has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

A handwritten signature in black ink that reads "Jeromy L. Grenard". The signature is written in a cursive style.

Jeromy L. Grenard, PE
City Engineer

CONTRACT

THIS CONTRACT, made the 19th day of May, 2020, by and between Custom Cuts Lawn Care, Inc., hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

ROMIG STREET RETAINING WALL REPAIR

for the Owner, all in strict accordance with Contractor's proposal attached hereto and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of Five-thousand six-hundred ninety-one and 29/100 dollars (\$5,691.29). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. General Conditions

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV GUARANTEE

The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

Mark Davis
Contractor

By Matthew Overman
Title President

CITY OF LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the _____ day of _____, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Cindy Murray, Member

By: _____
Amy Moulton, Member

By: _____
Ronald Shriner, Member

ATTEST:

Mindy Miller, Deputy Clerk

Date: _____



City of Lafayette Engineering Department

20 North 6th Street • Lafayette, Indiana 47901-1412
Phone 765-807-1050

NOTICE TO PROCEED

DATE: May 19, 2020

CONTRACTOR: Custom Cuts Lawn Care, Inc.

PROJECT: Romig Street Retaining Wall Repair

You are hereby notified to commence work in accordance with the provisions of your contract dated May 19, 2020.

Signed: _____
Gary Henriott
Board of Public Works and Safety
President

Date: _____

Signed: _____
Cindy Murray
Board of Public Works and Safety

Date: _____

Signed: _____
Norm Childress
Board of Public Works and Safety

Date: _____

Signed: _____
Ronald Shriner
Board of Public Works and Safety

Date: _____

Signed: _____
Amy Moulton
Board of Public Works and Safety

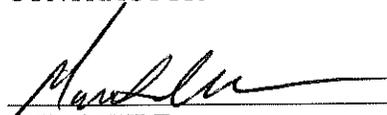
Date: _____

ATTEST:

Acceptance of Notice:

Receipt of the above Notice to Proceed is hereby acknowledged by:

Custom Cuts Lawn Care, Inc. _____
CONTRACTOR



SIGNATURE

President

TITLE

5/11/20

DATE



Office of the City Engineer

20 North 6th Street, Lafayette, Indiana 47901-1412
Phone 765-807-1050 • FAX 765-807-1049

May 19, 2020

TO: Board of Public Works and Safety
FROM: David M. Griffee, PE, Public Works Assistant Director
SUBJECT: Stone's Crossing, Section 4, Phase 4

Board Members,

Construction of the public improvements has been completed for Stone's Crossing, Section 4, Phase 4. This project is located west of CR S 250 E (Concord Road) and north of CR E 430 and consists of 60 residential lots; this is the final phase of the Stone's Crossing Subdivision. This development is in Wea Township beyond the incorporated City of Lafayette boundary.

All required testing and inspections have been successfully completed. As-built drawings prepared by Keeler-Webb Associates have been reviewed and approved. The required 3 year Maintenance Bond has also been submitted.

Contractor
Midwest Paving

3-year Maintenance Bond provided by Fairfield Contractors, Inc.
\$33,921.50

Infrastructure to be Accepted for Public Maintenance
Water Mains
Sanitary Sewer Mains

Note: please refer to attached summary of infrastructure to be accepted.

This project has been constructed to meet City of Lafayette standards and criteria. It is my recommendation that the Board accept these facilities for public maintenance.

Respectfully submitted,

David M. Griffee, PE
Public Works Assistant Director



Midwest Paving LLC

16105 River Road
Noblesville, IN 46062
Phone: (317) 776-8925
Fax: (317) 776-8921

April 27, 2020

Dave Griffiee
Public Works Assistant Director
City of Lafayette
20 North 6th Street
Lafayette, IN 47901
DELIVERED VIA EMAIL

Re: Stone's Crossing Section 4 Phase 3

Dear Dave

Following is the construction cost for the above-referenced project. We would like your approval of the construction cost so that we can provide a maintenance bond for the project. The total cost for sanitary sewer and watermain is \$339,379, broken down, as follows:

Sanitary sewer: \$199,215
Watermain: \$140,164

Please reply and let us know if these costs meet with your approval. If not already requested by others, we are hereby requesting acceptance of the project. If you have any questions or would like additional information, feel free to call me at 317-774-6035. Thank you, in advance, for addressing this in the next few days.

Respectfully yours,

Timothy A. Beyer, PE, PS

Approved: _____



Dave Griffiee

04/28/20
Date

Distribution: Lafayette Board of Public Works and Safety
Utility Billing – Amy Douglas
Sewers – Pete Corbin
Waterworks – Ron Hurst
Street Dept. – Dan Crowell
Traffic – Nick Standerfer
File

City of Lafayette – Engineering Department

Summary of Public Facilities Presented to the Lafayette Board of Public Works and Safety for Acceptance

On: May 19, 2020

Project: Stone's Crossing, Section 4, Phase 4
60 residential lots located in Wea Township

Water Mains and Fittings

Public: 2,538' of 8" CL 350 Ductile Iron Pipe
2 - 8" Gate Valves

Private: None

Hydrants w/6" valve:	Flush:	0
	Private:	0
	City:	5
	Temporary:	0
<hr/>		
	Total	5

Sanitary Sewers and Structures

1,891' OF 8" PVC SDR 35
10 - 4' \varnothing Sanitary Manholes

Storm Sewers and Structures

Tippecanoe County Jurisdiction

Streets

Tippecanoe County Jurisdiction

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Midwest Paving, LLC as Principal and Fidelity and Deposit Company of Maryland, a Corporation Surety, are held and firmly bound unto the City of Lafayette, Indiana, in the penal sum of Thirty Three Thousand Nine Hundred Twenty One Dollars and 50/100 (\$33,921.50) in lawful money of the United States of America for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

Dated this 12th day of May, 2020.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Lafayette, Indiana dated _____, 20____

Project Name: Stones Crossing Phase 4 Sec 4 - Sanitary Sewer & Water Mains

all in compliance with the drawings and specifications therefore, made a part of said Contract and on file in the office of

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Lafayette, Indiana, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of three (3) years for all projects, from and after acceptance of said project by the City of Lafayette, Indiana; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold the City of Lafayette, Indiana harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its attorney-in-fact, duly authorized so to do, the day and year first above written.

In witness whereof we have hereunto set our hand and seals this 12th day of May, 2020.

PRINCIPAL:

Midwest Paving, LLC

(Name of Principal Above)

BY: Matt Kelley
(Sign here)

Matt Kelley - President

(Name and capacity of position with Principal Above)

SURETY:

Fidelity and Deposit Company of Maryland

(Name of Surety Above)

BY: [Signature]
(Sign here)

David M. Olinger, Attorney-in-Fact

(Name and capacity of position with Surety Above)



The above, sanitary sewer & water mains, Maintenance Bond approved and accepted on behalf of the Board of Public Works & Safety of the City of Lafayette in the State of Indiana on the ____ day of _____, 20__.

President

Member

Member

Member

Member

ATTEST:

Board of Public Works & Safety of the City of Lafayette

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Eric M. WAHLSTROM, Brian T. MORTON, Tia A. BOICE, David M. OLIGER, Lisa M. PARSLEY, Tina SENEFELD and Kathryn R. POSTMA, all of Indianapolis, Indiana, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of November, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of May, 2020



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



Economic Development Department

515 Columbia Street • Lafayette, Indiana 47901-1433
Phone 765-807-1090

Demolition of an Historic Structure Memo

To: Lafayette Board of Public Works and Safety
From: John D. Collier, Assistant Director of Economic Development *JDC*
Re: 702 Owen Street – Demolition of Garage Only
Date: May 12, 2020

The property owner of 702 Owen Street, Evan Perrault, has applied for an improvement location permit to demolish the garage at this address. Because the property is within the Highland Park National Historic District, this demolition request has been reviewed by Dann Keiser, Lafayette Historic Preservation Officer, who determined that the loss of the garage would be a loss to the national historic district. Consequently, Mr. Keiser recommends that the 60-day waiting period be maintained.

Determination of the Board of Works:

The 60 day public notice period has been:

_____ Waived, Demolition may begin as soon as all necessary permits have been obtained.

_____ Upheld, Demolition may not begin before July 18, 2020, and after all necessary permits have been obtained.



Approved by the Board of Public Works and Safety on _____ day of
_____, 2020.

Gary Henriott, President

Norm Childress, Member

Amy Moulton, Member

Cindy Murray, Member

Ronald Shriner, Member

ATTEST:

Mindy Miller, 1st Deputy Clerk

Date: _____



NOTICE TO HISTORIC PRESERVATION OFFICER OF APPLICATION FOR DEMOLITION OF A HISTORIC BUILDING

Reference Lafayette City Code 13.01.070 Wrecking and demolition requirements. This form must be filed in the Economic Development Department by the applicant and date stamped 7 days prior to the hearing by the Board of Works. Comments will be submitted to the Board of Works on or before the date of the hearing.

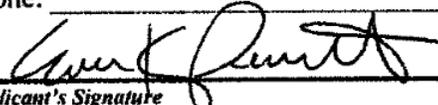
Building Address: 702 Owen Street

Description of demolition request: Demolish Garage and its concrete foundation

Applicant Name (please print): Evan Perrault

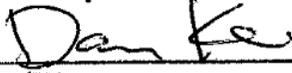
Address: 702 Owen Street. Lafayette, IN 47905

Phone: 765-237-9752

 Date: 5/5/2020
Applicant's Signature

Comments of Historic Preservation Officer or Historic Preservation Commission
(Or, see attached memorandum from Historic Preservation Officer):

- Demolition would adversely affect the historic character of an historic district
- Demolition would be a loss of an historic resource of the City
- Building is in a local historic district and requires a Certificate of Appropriateness
- Demolition would NOT adversely affect an historic district.

Historic Preservation Officer:  Date: 5-6-2020
Signature

DAN KEISER
Printed Name

Sign Posting Verified. The sign provided must be posted on the premises of the proposed structure to be demolished clearly visible from the street within 7 days prior to the Board of Works hearing of the permit and must remain posted until the date of the hearing and throughout the 60 day waiting period.

Insurance Verified All persons desiring to demolish structures within the city must first have a certificate of insurance on file in the office of the City Engineer in the amount of: body injury: one hundred thousand dollars/three hundred thousand dollars (\$100,000/\$300,000); property damage: fifty thousand dollars (\$50,000).

ORIGINAL MUST BE FILED IN THE ECONOMIC DEVELOPMENT DEPARTMENT

Petition to Demolish Garage Only at 702 Owen Street





Economic Development Department
1412

515 Columbia Street • Lafayette, Indiana 47901-

www.lafayette.in.gov

Phone 765-807-1090

DATE: 5/11/20

**TO: Gary Henriott, President
Lafayette Board of Public Works & Safety**

FROM: Dennis Carson, Director

**CC: Tony Roswarski, Mayor
Jacque Chosnek, Deputy City Attorney**

RE: 5th & 6th Street Traffic Signal Project Permission to Advertise

The Economic Development Department is requesting Permission to Advertise for inclusion on the May 19th Board of Works and Public Safety agenda for the above project. This project will relocate, consolidate and provide more aesthetically pleasing traffic appurtenances consistent with our streetscape standards.

The advertisement will be published May 22, 2020 and May 29, 2020. Bids will be opened on June 9, 2020.

NOTICE TO BIDDERS

CITY OF LAFAYETTE

TRAFFIC SIGNAL MODERNIZATION - SOUTH STREET INTERSECTION WITH 5TH & 6TH STREETS

Sealed Bids for the Traffic Signal Modernization at South St. Intersection with 5th and 6th St. will be received by the City of Lafayette, Indiana at the office of the City Clerk, City Hall, 20 North 6th Street, Lafayette, Indiana 47901, until 9:00 AM (local time) on **June 9 ,2020**, at which time the Bids received will be opened and read aloud.

Project Scope:

The project consists of the removal of existing traffic signal installations and the construction of new, decorative traffic signal poles, decorative street lighting, and appurtenance at the intersections of South Street among 5th Street and 6th Street in Lafayette, Indiana.

Bids may be mailed or delivered in person to the City of Lafayette, Indiana at the office of the City Clerk, City Hall, 20 North 6th Street, Lafayette, Indiana 47901, prior to 9:00 AM (local time) on the date of the Bid Opening. All Bid envelopes will be clearly marked in the lower left corner, "Traffic Signal Modernization – South Street Intersection with 5th & 6th Streets"

Bids received after the time and date noted will be returned unopened. Bids may be withdrawn prior to such time, but no Bids shall be withdrawn for a period of 60 days thereafter.

Bids will be received for a single prime Contract. Bids shall be submitted in duplicate and shall be on a unit price basis as indicated in the Bid Form.

Bids shall be properly executed, addressed to the City of Lafayette, Indiana, and submitted on Form 96 (Revised 2013), as prescribed by the State Board of Accounts, giving financial data as recent as possible and in no event more than 90 days old. Each Bid shall be accompanied by an executed Non-Collusion Affidavit, Bid Security and such other documents required by Instructions to Bidders.

A Bid Security in the form of EJCDC Document C-430 (Bid Bond), or a certified check, or bank money order, shall accompany each Bid. The Bid Security shall be in the penal amount of 5 percent of the total Bid and made payable to the City of Lafayette. Bid Security shall be forfeited if Bid is withdrawn after closing time on date for receiving bids.

Contractor awarded work will be required to furnish a satisfactory Performance Bond and Payment Bond from an acceptable surety in an amount equal to 100 percent of the full contract sum.

The Instructions to Bidders contained in the Project Manual and Specifications for the Project are by this reference made a part hereof, and all Bidders shall be deemed advised of the provisions thereof and of the General Conditions, Specifications, and Drawings for the Project.

The Issuing Office for bid documents is QuestCDN. Complete digital Project bidding documents are available at www.questcdn.com. You may view the documents for free and download the digital documents for \$15.00 by inputting project number **6992803** on the website's Projects search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading, and working with this digital project information.

Bidding Documents also may be examined at the office the Engineer, **TBIRD Design Services Corporation**, 105 North 10th Street, Lafayette, IN 47901, (765) 742-1900, on Mondays through Fridays between the hours of 9:00 AM through 4:00 PM.

Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of \$100 (one-hundred dollars) for each set. Checks for Bidding Documents shall be payable to TBIRD Design Services Corp. Upon request and receipt of the document payment indicated above plus a non-refundable shipping charge, the Issuing Office will transmit the Bidding Documents via delivery service. The shipping charge amount will depend on the shipping method selected by the prospective Bidder. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Bidding Documents also may be viewed and downloaded online by registering with the Issuing Office. Following registration, instructions will be provided to enable downloading of complete electronic sets of Bidding Documents from the Issuing Office's website.

A pre-bid conference will not be held.

The Owner reserves the right to reject any and/or all Bids, and to waive informalities, irregularities, and/or errors in the bidding to the extent permitted by law. This includes the right to extend the date and time for receipt of Bids.

Approved by the Board of Public Works and Safety on the 19th day of **May, 2020**.

Gary Henriott, President

Norm Childress, member

Cindy Murray, member

Amy Moulton, member

Ron Shriner, member

ATTEST:

Mindy Miller, 1st Deputy Clerk

Date: _____

Publish: **May 22nd, 2020**
May 29th, 2020

+ + END OF ADVERTISEMENT FOR BIDS + +



PURCHASING DEPARTMENT
20 N. 6th Street · Lafayette, IN 47901
(765) 807-1151

May 14, 2020

Board of Public Works and Safety
City of Lafayette
20 N. 6th Street
Lafayette, IN 47901

Re: RFQ – 2020 Columbian Park Barn Roof Replacement

RECOMMENDATION OF AWARD

Quotes were solicited for the replacement of a barn roof at Columbian Park from Bone Dry Roofing, Sullivan and Fortner Roofing, Hinshaw Roofing and All Seasons Roofing. Two quotes were received. Hinshaw Roofing quoted \$68,155.00 and \$5 per linear foot of roof deck that needs to be replaced and All Seasons Roofing quoted \$43,103.00 and \$3.75 per linear foot of roof deck that needs to be replaced. Recommendation is being made to accept the quote submitted by All Seasons Roofing as the lowest responsive and responsible quote.

The Board of Public Works and Safety has motioned, seconded and passed this recommendation all on this 19th day of November, 2020.

Gary Henriott, President

Ron Shriner, Member

Cindy Murray, Member

Norm Childress, Member

ATTEST:

Amy Moulton, Member

Mindy Miller, 1st Deputy Clerk

Date

CONTRACT

Columbian Park Barn Roof Replacement

THIS CONTRACT, made the 19th day of May, 2020, by and between All Seasons Roofing, hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

Columbian Park Barn Roof Replacement

for the Owner, all in strict accordance with Contractor's proposal attached hereto and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of Forty-three-thousand, one hundred three dollars (\$43,103.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. General Conditions

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV GUARANTEE

The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

Contractor

By _____

Title _____

CITY OF LAFAYETTE

BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the 19th day of May, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Cindy Murray, Member

By: _____
Amy Moulton, Member

By: _____
Ronald Shriner, Member

ATTEST:

Mindy Miller, Deputy Clerk

Date: _____

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 - OWNER'S RIGHTS AND RESPONSIBILITIES

- A. Owner's Right to Correct Deficiencies: Upon failure to perform the work in accordance with the Contract Document, including any requirements with respect to the Schedule of Completion and after five (5) days' written notice to the Contractor, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies in work intended to become a permanent part of the project. The cost to correct such deficiencies may be deducted from the payment due the Contractor.

- B. Suspension of Work by Owner: The Owner shall have the authority to suspend the work wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract. No extension of time will be allowed if work is suspended by the failure of the Contractor to comply with the Plans and Specifications.

- C. Owner's Right to Terminate Agreement and Complete the Work: The Owner shall have the right to terminate his agreement with the Contractor after giving ten (10) days written notice of termination to the Contractor in the event of any default by the Contractor.
 - 1. Default by Contractor: It shall be considered a default by the Contractor whenever he shall:
 - (a) Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
 - (b) Disregard or violate provisions of the Contract Document or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.
 - (c) Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefor.

 - 2. Completion by the Owner: In the event of termination of the Agreement by the Owner because of default by the Contractor, the Owner may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

ARTICLE 2 - CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

All work shall be done in strict accordance with the Contract Document. Observations, construction reviews, tests, recommendations, or approvals by persons other than the Contractor, shall in no way relieve the Contractor of his obligation to complete all work in accordance with the Contract Document. All work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety

and Health Regulations for Construction".

- A. Lands by Contractor: Any land and access thereto not specifically shown to be furnished by the Owner that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage to such additional areas as he may provide at his expense.
 - 1. Private and Public Property: The Contractor shall not enter upon private property for any purpose without obtaining permission from owner of said property. He shall be responsible for the preservation of all public property, trees, monuments, structures and improvements, along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent had witnessed or otherwise referenced their location and shall not remove them until directed.

- B. Subcontracts: At the time set forth in the Contract Document or when requested by the Owner, the Contractor shall submit in writing for review of the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the Owner. The Contractor is responsible to the Owner for the acts and deficiencies of his Subcontractors and of their direct and indirect employees to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Document shall not be construed as creating any contractual relation between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor by the terms of the Contract Document.

- C. Contractor's Right to Suspend Work or Terminate Agreement: Contractor may suspend work or terminate his Agreement with the Owner upon ten (10) days' written notice to the Owner for any of the following reasons:
 - 1. If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.
 - 2. If the Owner should fail to act upon any Request for Payment within thirty (30) days after it is presented in accordance with the General Conditions of the Contract.

ARTICLE 3 - ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in the Contract Document, and none of the provisions of the Contract Document shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

ARTICLE 4 - MATERIALS AND EQUIPMENT

The materials and equipment installed in the work shall meet the requirements of the Contract

Document. All materials and equipment not otherwise specifically indicated shall be furnished by the Contractor. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, heat, light and power, etc. all necessary to the execution of the work. Unless otherwise specified, all material shall be new and both workmanship and material shall be of good quality.

ARTICLE 5 - INSURANCE

The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor shall not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by each Subcontractor.

- A. Types: The types of insurance the Contractor is required to obtain and maintain, for the full period of the Contract, will be: Workmen's Compensation Insurance, Comprehensive General Liability Insurance as detailed in the following portions of this specification as applicable.
- B. Evidence: As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by registered mail to the Owner. Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.
- C. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be cancelled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.
- D. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

ARTICLE 6 - WORKMEN'S COMPENSATION INSURANCE

Before the Agreement between the Owner and the Contractor is entered into, the Contractor shall submit written evidence that he and all Subcontractors have obtained, for the period of the Contract, full Workmen's Compensation Insurance coverage for all persons whom he employs or may employ in carrying out the work under this Contract. This insurance shall be in strict accordance with the requirements of the most current and applicable state Workmen's Compensation Insurance Laws. The Contractor shall provide a Waiver of Subrogation in favor of the Owner.

ARTICLE 7 - COMPREHENSIVE GENERAL LIABILITY INSURANCE

Before commencement of the work the Contractor shall submit written evidence that he and all

his Subcontractors have obtained for the period of the Contract, full Comprehensive General Liability Insurance (including automobile) coverage with a combined single limit of \$2,000,000. Owner shall be named as Additional Insured. Contractor's insurance shall be written on a "primary" basis and the Owner's insurance program shall be in excess of all of Contractor's available coverage.

ARTICLE 8 - INDEMNITY

The Contractor shall hold harmless, indemnify and defend the Owner and its employees and agents, from any and all liability claims, losses or damage arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the Owner.

ARTICLE 9 - PERMITS

All permits and licenses (except as listed hereafter) necessary for the prosecution of the work shall be secured and paid for by the Contractor.

The permits for construction within or across public or private property, rights-of-way or easements of highways, railroads, gas lines, electric power transmission lines, water lines, telephone lines, telegraph lines, levees, or other utilities shall be secured and paid for by the Owner, excepting any bonds or insurance required by the affected agency or utility.

ARTICLE 10 - ASSIGNMENT OF CONTRACT

Neither the Contractor nor the Owner shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

ARTICLE 11 - WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, warning lights and watchmen and take all necessary precautions for the protection of the work and safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept operative from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.

ARTICLE 12 - PUBLIC CONVENIENCE

The Contractor shall at all times conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

ARTICLE 13 - SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and

completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

ARTICLE 14 - NONDISCRIMINATION IN EMPLOYMENT

Pursuant to Indiana and Federal law, the Contractor shall agree that during the performance of this Contract:

- A. The Contractor, or any Subcontractor, or any person acting on behalf of the Contractor, or any Subcontractor shall not, in the hiring of employees for performance of work under this Contract or any Subcontract hereunder, discriminate by reason of race, color, religion, sex, disability, creed or national origin against any person who is qualified and available to perform the work to which the employment is related.
- B. The Contractor, or any Subcontractor, or any person acting on behalf of the Contractor or Subcontractor shall not, in any manner, discriminate against or intimidate any employee hired for performance of work under this Contract on account of race, color, creed or national origin.
- C. That the Contract may be canceled or terminated by the Owner and all money due or to become due hereunder may be forfeited, for violation of the terms or conditions of this section of this Contract.

ARTICLE 15 - CHANGES IN THE WORK (CHANGE ORDER)

The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications in the appropriate proportion of the Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

ARTICLE 16 - REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the termination of this Contract, before acceptance of the work by the Owner, the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them at the expense of the Contractor.

ARTICLE 17 - CLEANING UP

The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

ARTICLE 18 - CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

ARTICLE 19 - REQUESTS FOR PAYMENT

The Contractor may submit to the Owner periodically, but not more than once each month, a Request for Payment for work done and materials delivered to and stored on the site. The Contractor shall furnish the Owner all reasonable information required for obtaining the necessary data relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed on the basis of work completed on all items listed in the Detailed Breakdown of Contract (or on unit prices, as the case may be), less previous payments.

ARTICLE 20 - ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed the work in accordance with the terms of the Contract Document, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and upon acceptance by the Owner, the Owner will release the Contractor, any legal rights of the Owner, required guaranties, and will pay the Contractor's final Request for Payment.

ARTICLE 21 – INVESTING IN IRAN

Pursuant to Indiana Code 5-12-16.5, Contractor is required to certify under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

ARTICLE 22 - E-VERIFY

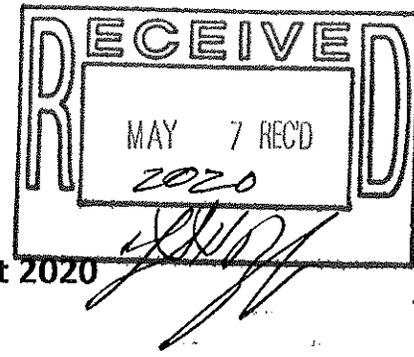
Contractor must enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Contractor will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Contractor affirms under penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.

ARTICLE 23 – TOBACCO FREE POLICY

Contractor, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.



**Request for Quote
Columbian Park Barn Roof Replacement 2020
Official Bid Form**



DATE: 5/7/20
Contractor/Client Name: All Seasons Roofing
Address: 1850 S. 4th St. Lafayette, IN. 47905

POC Phone: 765-474-9230
POC Email: brett@weroofit.com Brett Fletcher

Please include the below itemized information as part of your quote for the City of Lafayette Parks & Recreation Department.

PROJECT: Re-roofing the Columbian Park Barn located in the 2100 block of Scott Street at Columbian Park, Lafayette, IN (adjacent to the basketball and shuffleboard courts).

1	Removal of existing shingles	\$3,630.00
2	Installation of 1/2" OSB sheathing over existing sheathing	\$12,880.00
3	Replacement of any rotted boards as needed (quote as 1x8x12" installed)	Additional charge of \$45.00 per board.
4	Installation of synthetic felt	\$2,500.00
5	Installation of white fascia boards and drip edging	\$1,499.00
6	Clean, prime & paint cupola & ventilators	\$1,823.00
7	Installation of Owens Corning Duration Premium shingles	\$17,341.00
8	Installation of ridge cap and ridge vent.	\$980.00
9	Installation of seamless aluminum gutter and downspouts on both sides of barn	\$1,550.00
10	Cleanup and hauling off of all debris	\$900.00

Estimate of Job Duration

Approximately 2 weeks.

Temperature Restrictions (If any)

None, Other than getting to hot and scuff the shingles from the

heat then in that case will just have to work earlier in the day. Do not wait until October.

Labor and Material Guarantee

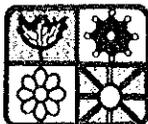
10 year labor and material guarantee. See attached copy.

All questions can be directed to Director of Operations, Jon Miner at 765-807-1502 or jminer@lafayettein.gov.
Mailing address: Lafayette Parks & Recreation, 1915 Scott Street, Lafayette IN 47904. Quotes are due by 4:00pm
on Thursday, May 7th, 2020.

Proposal

1850 S. 4th Street
Lafayette, IN 47905

**ALL SEASONS
ROOFING**



(765) 474-9230
(800) 982-9231
Fax(765) 474-2347

Proposal No. LAF-10115-S
Sheet No. 01
Date 5/7/20

Proposal Submitted To

Work To Be Performed At

Name Lafayette Parks and Recreation
Street 1915 Scott St.
City Lafayette
State IN 47905
Telephone Number 765-807-1381 Dana Rhodes

Street Animal Barn at Columbian Park Zoo
City Lafayette State IN
Date of Plans _____
Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

1. Remove shingles from barn and install 1/2" OSB sheeting with synthetic felt. Install ice and water shield at eave edges and around cupola/ventilators.
 2. Install new primed and painted white 1x6 fascia boards on the eaves and rake edges.
 3. Install new white aluminum drip edge metal at eaves and rake edges.
 4. Clean, prime, and paint cupola / ventilators.
 5. Install Owens Corning Duration Shingles using approximately 6 nails per shingles.
 6. Install OC Hip n Ridge cap with ridge vent.
 7. Install 6" white aluminum gutter on both sides of barn with two 3"x4" downspouts on each side.
 8. Clean up debris and haul away.
 9. Supply 10 year labor and material guarantee pursuant to terms and conditions attached hereto:
- Note: Any bad 1by deck boards to be replaced at \$3.75 per linear foot at an additional charge to contract price. Definition of bad board is one with rot, cracked or split, or will not hold a nail.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Forty Three Thousand One Hundred Three Dollars-----no cents Dollars (\$ 43,103.00)

with payments to be made as follows: 50% due upon signing of contract
50% Due upon substantial completion of work.

Interest after due date at 1 1/2% per month until paid, together with cost of collection including reasonable attorney fees.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

All Seasons Roofing

Respectfully submitted by Brett Fletcher
Per All Seasons Roofing

Note—This proposal may be withdrawn by us if not excepted within 30 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Acceptance Date _____

Signature _____

NOTES:

PLEASE SIGN ALL COPIES.

PROPOSALS ARE SUBJECT TO FINAL APPROVAL OF THE HOME OFFICE.

APPROVED BY: _____

ALL SEASONS F
GUARANTEE

Guarantee# _____
Building Owner _____
Address of Building _____
Date Installation Completed _____
Date of Final Inspection/Acceptance _____
Roof Approved By _____
Roof Drawing # _____

Sample _____

For a period of ten (10) years commencing from the date of final inspection and acceptance indicated above, John W. Darnell Inc. DBA/All Seasons Roofing guarantees to the Building Owner ("Owner") above only that, subject to the terms, conditions and limitations stated herein, All Seasons Roofing will repair any leaks caused by workmanship or materials in the Roofing System at the above building. All Seasons Roofing's repair obligations over the life of this guarantee are limited to a prorated amount of the original contract price equal to that percent of the remaining guarantee term.

TERMS, CONDITION, LIMITATIONS

1. Owner shall provide All Seasons Roofing with written notice within fifteen (15) days of the discovery of any leaks in the roofing system.
2. If upon inspection, All Seasons Roofing determines that the leaks in the roofing system are caused by defects in the Roofing System material or workmanship (except as provided in paragraphs No. three (3) and No. four (4)), Owner remedies and All Seasons Roofing liability shall be limited to All Seasons Roofing repair of the leak subject to the cost limitation set forth above.
3. The Guarantee shall not be applicable if, in the sole judgment of All Seasons Roofing any of the following shall occur:
 - (a) The Roofing System is damaged by natural disasters, including, but not limited to, lightning, gales, hurricanes, tornadoes, and earthquakes, or;
 - (b) The Roofing System is damaged by any acts of negligence, accidents, or misuse, including, but not limited to, vandalism, civil disobedience, or acts of war, or;
 - (c) Metal work or other material not furnished by All Seasons Roofing is used in the roofing system and causes leaks.
4. This Guarantee shall be null and void if in the sole judgment of All Seasons Roofing any of the following shall occur:
 - (a) If, after installation of the Roofing System there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from All Seasons Roofing or;
 - (b) Failure by the Owner or lessee to use reasonable care in maintaining the roof, or;
 - (c) Owner fails to comply with every term or condition stated herein, or;
 - (d) Foundation settlement, failure or cracking of the roof deck; defects or failure of material used as a roof base over which the roof is applied, faulty construction of parapeets, copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; penetrations or pitch boxes; or fire; or;
 - (e) The roof is used as a promenade or work deck or is sprayed or loaded, unless such use was originally specified. Areas that pond water shall not be covered by this guarantee.
5. During the term of this Guarantee, All Seasons Roofing, its agents or employees, shall have free access to the roof during regular business hours.
6. All Seasons Roofing shall have no obligation under this Guarantee until all bills for installation, supplies and service have been paid in full to All Seasons Roofing.
7. All Seasons Roofing's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
8. This Guarantee supersedes and is in lieu of any and all other expressed guarantees that are in conflict with the terms and conditions stated herein.

YOU AGREE ALL SEASONS ROOFING ASSUMES NO LIABILITY FOR CONSEQUENTIAL DAMAGES OF ANY KIND WHICH RESULT FROM THE USE OR MISUSE OF THE ROOFING SYSTEM. THIS IS THE ENTIRE AGREEMENT AND THERE ARE NO OTHER GUARANTEES OR WARRANTIES F

ALL SEASONS F
By: _____
Authorized S' _____
Title: _____
Dated: _____

Sample _____

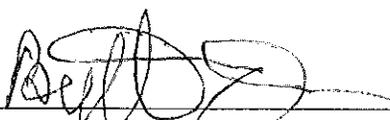
John W. Darnell Inc. DBA All Seasons Roofing
1850 S. 4th St Lafayette, IN. 47905

AFFIDAVIT RE: EMPLOYMENT OF UNAUTHORIZED ALIENS

The undersigned, to comply with the requirements of Indiana Code 22-5-1.7-11, affirms that

All Seasons Roofing does not knowingly employ an unauthorized alien.
(Insert Company Name)

Dated: 5/7/20



Printed Name: Brett Fletcher

Title: Vice President

Company: All Seasons Roofing

Address: 1850 S. 4th St. Lafayette, IN. 47905

STATE OF Indiana)
COUNTY OF Tippecanoe) SS:

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

Brett Fletcher as of Vice President All Seasons Roofing
(Name) (Title) (Company)

who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notary Seal this 7 day of May, 2020.

My Commission Expires:

Signature:



Tippecanoe
County of Residence:

Printed:

Jennifer J Wilcox

NOTARY PUBLIC



JENNIFER J. WILCOX

Resident of Tippecanoe County, Indiana
My Commission Expires: February 10, 2021

This document must be completed and returned with your quote response.

NOTICE TO PROCEED

May 19, 2020

All Seasons Roofing
1850 S. 4th Street
Lafayette, IN 47905

RE: City of Lafayette – Columbian Park Barn Roof Replacement

You are hereby notified to commence work in accordance with the provisions of your contract dated May 19, 2020.

Official work days will begin on May 19, 2020 with a date of final completion of all work being June 30, 2020.

CITY OF LAFAYETTE, INDIANA
Board of Public Works and Safety

President

Member

Member

Member

Member

Attest:

Mindy Miller, Deputy Clerk

DATE

Acceptance of Notice:

Receipt of the above Notice to Proceed is hereby acknowledged by

All Seasons Roofing

DATE



Columbia Street Banner Application

Please complete this application to request a banner across Columbia Street, between 3rd and 4th Street, in downtown Lafayette. Banners are hung for a two-week period. While we will do our best to accommodate your request, please be aware that with an abundance of community event banners we may not be able to give you the dates that you have requested. If the exact dates you requested are unavailable, we will contact you to find an agreeable solution.

There are a few steps we would like to make you aware of to make the process simple. Please follow the checklist below. As always, you may contact us with any questions.

1. Contact the City of Lafayette Clerk's Office to schedule installation. Banners are only installed and removed on Tuesday, so please schedule your dates accordingly. Please drop off the banner at the City of Lafayette Traffic Department located at 258 S. 3rd Street 765-807-1401 two (2) weeks prior to the date you would like to have the banner hung.
2. Request approval from the Lafayette Board of Works and Public Safety, (765) 807-1021.
3. Contact your insurance agent to request a Certificate of Insurance to be provided to the City of Lafayette Clerks Department.
4. Banner size is 4'X30', should be double sided and have grommets. A variety of local printing and graphics companies are available for printing, visit <http://www.greaterlafayettecommerce.com/members/> and look for banners or printing.
5. **Installation Fee:** There is a \$50 installation fee due at the time of submission to the City Clerk's Office.

Name: Julia Zuchkov

Organization: City of West Lafayette - Art on the Wabash

Dates of Request: August 25-September 8

Address: 1200 North Salisbury Street

Phone: 765-775-5164 Email: jzuchkov@westlafayette.in.gov

*No political banner will be accepted.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MBAH Insurance 2663 Duncan Road Lafayette, IN 47904	CONTACT NAME: Carol Ruemler, AAI
	PHONE (A/C, No, Ext): 765-423-5421 FAX (A/C, No): E-MAIL ADDRESS: cruemler@mbah.com
INSURED City of West Lafayette Attn: Peter Gray, City Controller 1200 N Salisbury West Lafayette, IN 47906	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Argonaut Insurance Company 19801
	INSURER B : BITCO General Insurance Corporation 20095
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PE4637168	01/01/2020	01/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$None PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PE4637168	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PE4637168	01/01/2020	01/01/2021	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N <input checked="" type="checkbox"/> N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC3689303	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Art on the Wabash 9/27/2020
Hanging a banner across Columbia Street

CERTIFICATE HOLDER City of Lafayette Clerk Department 20 N 6th Street Lafayette, IN 47901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

MISCELLANEOUS PAYMENT RECPT#: 2144739
City of Lafayette, IN
20 N 6th St
Lafayette IN 47901

DATE: 05/08/20 TIME: 11:14
CLERK: mmiller DEPT:
CUSTOMER#: 999
MISC CUSTOMER
COMMENT: ART ON THE WABASH

CHARGES:
BANF BANNER 50.00
AMOUNT PAID: 50.00

PAID BY: CITY OF WEST LAFAYET
PAYMENT METH: CHECK
 00101676

REFERENCE:

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00