

**BOARD OF PUBLIC WORKS AND SAFETY**  
**Agenda Request Form**

(Form B-01-2012)

*Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.*

*Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

Date Submitted:	11-28-2012	Requested Meeting Date:	12-3-2012
		Confirmed Meeting Date:	12-3-2012
Received by:			
<b>Contact Information: Please provide all requested information in the fields below. (Print or Type)</b>			
On Behalf of Organization or Individual:		City of Franklin	
Name:	Matt Zimmerman	Telephone:	736-3602
Title or Position:	Director of Operations		
E-Mail:	<a href="mailto:mzimmerman@franklin.in.gov">mzimmerman@franklin.in.gov</a>		
Address:	70 E. Monroe Street		
City:	Franklin	State:	IN
		ZIP:	46131
<b>Who will attend the meeting and present the request?</b>			
Name:	Ron Collins	Telephone:	736-3660
Title or Position:	Street Department Commissioner		
E-Mail:	<a href="mailto:rcollins@franklin.in.gov">rcollins@franklin.in.gov</a>		
<b>Please describe the purpose or title of your presentation.</b>			
Seeking approval for Mayor McGuinness to sign the contract with Sunesis for the Madison Street improvements. Contingent upon review and approval from Ms. Lynn Gray.			
<b>Supporting documents: All supporting documents should be submitted with the request form.</b>			
1. Sunesis Madison Street Contract			
2.			
3.			
4.			

Questions about this application or the process described should be directed to the Clerk Treasurer's Office at 70 E. Monroe Street, Franklin Indiana 46131 or by email at [jalexander@franklin.in.gov](mailto:jalexander@franklin.in.gov) or call 317-736-3609.

City of Franklin

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Franklin, hereinafter referred to as the "Owner", and Synesis Construction Co., hereinafter referred to as the "Contractor" for the Madison Street Improvements for the contract amount of \$ 225,848.<sup>00</sup>.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the Clerk- Treasurer in City Hall.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any reference herein to the "Contract" shall include all "Contract Documents" which include the Agreement, the Advertisement for Bid, the Information for Bidders, the Insurance Requirements, the Addenda, the Special Provisions, the Proposal, and the Bid forms, and said "Contract Documents" are hereby made a part of this Agreement as fully as if set out at length herein, and that this Contract is limited to the items in the Proposal as signed by the "Contractor" and included in the "Contract Documents".

ARTICLE 5. The Contractor agrees to perform all of the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF, the Owner and the Contractor, respectively, have caused this Agreement to be duly executed in day and year first herein written in Three (3) copies, all of which to all intents and purposes shall be considered as the original.

**CONTRACTOR**

By: Joseph M. Salzano  
Joseph M. Salzano, Secretary/Treasurer  
(Name and Office or Position of Signer)

**OWNER**  
CITY OF FRANKLIN

By: \_\_\_\_\_

Joe McGuinness, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Janet P. Alexander, Clerk-Treasurer

CITY OF FRANKLIN, INDIANA  
Madison Street Improvements

**PROPOSAL**

1. The Undersigned Bidder declares that he/she has read the Specifications and other Contract Documents, has examined and understands the Plans, has examined the site of the work and has determined for himself the conditions affecting the work, and he proposes and agrees if this Proposal is accepted to provide, at his own expense, all labor, insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances and means of construction, and all materials and supplies, and to complete ready for its intended purpose, the entire work and all parts thereof described as included under the Contract herein bid upon, in the manner and items prescribed, including all work incidental thereto, according to the Plans and Specifications and such instructions as the Director of Engineering may give. INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) STANDARD SPECIFICATION EFFECTIVE DATE IS 2012, with supplemental specifications effective the date of the Advertisement for Bid.
2. The Undersigned Bidder, in compliance with the Contract Documents dated September 21, 2012, hereby proposes to do the work called for in said Specifications and other Contract Documents and as shown on said Plans for the said work at the following rates and prices:

Madison Street Improvements					
Item #	Item	Quantity	Unit	Unit Cost	Total Cost
1	Construction Engineering	1	LS	4,850.	4,850
2	Mobilization and Demobilization	1	LS	19,853.80	19,853.80
3	Clearing Right of Way	1	LS	2,500.	2,500.
4	Curb, Remove	486	LFT	2.50	1,215.
5	Inlet, Remove	4	EA	302.	1,208.
6	Manhole, Remove	3	EA	540.	1,620.
7	Pipe, Remove	519	LFT	20.50	10,639.50
8	Sidewalk, Remove	223	SYS	10.50	2,341.50
9	Common Excavation	558	CYS	23	12,834.
10	Subgrade Treatment, Type III-A	47	SYS	46.50	2,185.50
11	Geogrid, Type I	1251	SYS	3.25	4,065.75
12	Compacted Aggregate, No. 53, Base	556	TON	22.25	12,350.
13	HMA Surface, Type B	146	TON	96	13,956.
14	HMA Intermediate, Type B	138	TON	87.50	12,075.
15	HMA Base, Type B	275	TON	76.75	21,106.25
16	Monolithic Concrete Curb & Sidewalk, 4"	328	SYS	79.	25,912.
17	Curb Ramp, Concrete, Type F	15.2	SYS	165.	2,508.
18	Curb Ramp, Concrete, Type H, Modified	16.0	SYS	164.	2,624.
19	PCCP for Approaches, 6"	9.4	SYS	79.25	744.95
20	PCCP for Approaches, 9"	37.2	SYS	80.	2,976.
21	Mulched Seeding, U	41	SYS	18.25	748.25
22	Pipe, RCP, 12"	35	LFT	47.	1,645.
23	Pipe, RCP, 15"	177-121	LFT	43.	5,223.
24	Pipe, RCP, 18"	278-334	LFT	53.	17,702.
25	Pipe, Slotted Drain, 12"	15	LFT	250.	3,750.
26	Inlet, A-2	2	EA	890.	1,780.

27	Inlet, B-15	2	EA	1,860.	3,720.
28	Inlet, C-15	9	EA	2,080.	18,720.
29	Inlet, HA-5 Modified	2	EA	1,920.	3,840.
30	Manhole, C-4	1	EA	2,500.	2,500.
31	Casting, Adjust to Grade	3	EA	138.	414.
32	Sign & Post, Relocate	4	EA	250.	1,000.
33	Line, Thermoplastic, Solid White, 4"	312	LFT	2.05	639.60
34	Line, Thermoplastic, Solid Yellow, 4"	1147	LFT	2.05	2,351.35
35	Transverse Marking, Thermoplastic, CrossHatch Line, Yellow, 12"	60	LFT	6.10	366.
36	Transverse Pavement Marking, Thermoplastic, Crosswalk Line, 6"	289	LFT	3.05	881.45
37	Transverse Pavement Marking, Thermoplastic, Stop Line, 24"	33.5	LFT	12.10	405.35
38	Pavement Message Marking, Thermoplastic, Handicap Symbol	1	EA	404.	404.
39	Temporary Line, Paint, Solid White, 4"	312	LFT	1.10	343.20
40	Temporary Line, Paint, Solid Yellow, 4"	1147	LFT	1.10	1,261.70
41	Temporary Transverse Marking, Paint, CrossHatch Line, Yellow, 12"	60	LFT	3.10	186.
42	Temporary Transverse Pavement Marking, Paint, Crosswalk Line, 6"	289	LFT	1.50	433.50
43	Temporary Transverse Pavement Marking, Paint, Stop Line, 24"	33.5	LFT	6.10	204.35
44	Temporary Pavement Message Marking, Paint, Handicap Symbol	1	EA	202.	202.

TOTAL BID: 225,848.00

All Prospective Bidders are required to submit unit prices and their extensions on all items included in this Proposal. In the event of an omitted extension or mistake in the extension total, the designated unit price amount shall govern to determine the corrected extension amount.

1. The Undersigned Bidder understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids.
2. The Undersigned agrees, upon written notice of the acceptance of this bid within three (3) days after the bid award that he will execute the Contract in accordance with the bid as accepted and give Performance, Maintenance and Payment Bond on the forms included herein within seven (7) days after the prescribed forms are presented for signature.
3. The Undersigned further agrees that, if awarded the Contract, he will commence work within fourteen (14) calendar days after receipt of Notice to Proceed.
4. As an evidence of good faith in submitting this Proposal, the Undersigned encloses either a cashier's check, a certified check drawn on an acceptable bank, or an acceptable Bid Bond in the amount of not less than five percent (5%) of the total amount of the bid, which in case he refuses or fails to accept an award and to enter into a Contract and file the required bonds within the prescribed time, shall be forfeited damages to the CITY OF FRANKLIN, Indiana, as liquidated damages.
5. The Undersigned hereby declares that the only parties interested in this Proposal are named herein, that this Proposal is made without collusion with any other person, firm or corporation, that no member of the City Council, officer or agent of the CITY OF FRANKLIN, Indiana is directly or indirectly financially interested in this bid.

Addenda No. 1 received and considered in the preparation of this bid.

SIGNATURE OF BIDDER:

Madison Street Improvements  
City of Franklin, Indiana

Proposal