

AGENDA RESERVATION REQUEST

CITY OF FRANKLIN

Board of Works

Please type or print

Date Submitted:	February 12 2025	Meeting Date:	February 19, 2025
Contact Information:			
Requested by:	Dana Monson		
On Behalf of Organization or Individual:		Public Art Advisory Commission	
Telephone:	317-736-3631		
Email address:	dmonson@franklin.in.gov		
Mailing Address:	70 E. Monroe St., Franklin, IN 46131		
Describe Request:			
Request for Approval of Asphalt Art Quote			
List Supporting Documentation Provided:			
Memo			
Globe Asphalt Contract			
Record of Price Quotations			
Who will present the request?			
Name:	Dana Monson	Telephone:	317-736-3631

The Franklin City Council meets on the 1st and 3rd Monday of each month at 6:00 p.m. in the Council Chambers of City Hall located at 70 E. Monroe Street. In order for an individual and/or agency to be considered for new business on the agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 12:00 p.m. on the Wednesday before the meeting.



CITY OF FRANKLIN

Community Development Department

Memo

To: Board of Works Members
CC: Mayor, Clerk-Treasurer, City Attorney
From: Dana Monson, Community Development Specialist
Date: February 19, 2025
Subject: Approval of Contract for Asphalt Art Project

The Public Art Advisory Commission requested quotes to place asphalt art at the intersection of Monroe and Jackson Streets at the entrance to the Amphitheater. This will be preformed thermoplastic pavenemt material for the intersection and four crosswalks. PAAC received two quote, which were opened and reviewed at their public meeting held October 10 and is recommending approval of Globe Asphalt as the lowest most responsible and responsive bidder. The list of quotes requested and received is attached. This project is part of the 180 In Color READI grant which will cover \$90,000 of the cost.

Tonight I am requesting approval of the contract and asking for the board to sign.

Please contact me directly at 346-1254 or dmonson@franklin.in.gov if you have any questions regarding this information.

RECORD OF PRICE QUOTATIONS

Name of agency/facility Dept. of Community Development City of Franklin		Project Veteran's Alley Art Project		
Name of Person receiving quotations Dana Monson				
Date of Quote	Description of Project	Vendor Number 1	Vendor Number 2	Vendor Number 3
	Intersection Art placement Jackson St	\$100,386	\$125,000 +Labor interior only	Declined due to age of asphalt
JUSTIFICATION FOR SELECTING A VENDOR				
Lowest, most responsive, and responsible vendor.				
Name of Vendor 1 Globe Asphalt		Name of Contact Person Rich Schroeder		
Address (street, number or rural route) PO Box 19168		Telephone Number (317)568-4344		
City, State and Zip Code Indianapolis, IN. 46219		Date Contacted (month, day, year) 8/1/2024		
Name of Vendor 2 GForce		Name of Contact Person David Kinder		
Address (street, number or rural route) 2809 Hiser Station Road		Telephone Number 765-238-1441		
City, State and Zip Code Milton, IN. 47357		Date Contacted (month, day, year) 6/20/2024		
Name of Vendor 3 Gerken Paving		Name of Contact Person Jeff Geisler		
Address (street, number or rural route) 9072 Cr 424		Telephone Number 419-266-5275		
City, State and Zip Code Napoleon, OH 43545		Date Contacted (month, day, year) 7/24/2024		

**CONTRACT BETWEEN THE CITY OF FRANKLIN AND
GLOBE ASPHALT PAVING CO. INC.**

THIS CONTRACT, entered into as of the 7 day of FEB 2025, by and between the City of Franklin, Indiana (hereinafter referred to as "Franklin"), and Globe Asphalt Paving Co. Inc. , (hereinafter referred to as ("Contractor")).

WHEREAS, Franklin has received quotes for the furnishing of labor, equipment and all material for the installation and replacement of asphalt art and crosswalks at Jackson and Monroe intersection; and

WHEREAS, Contractor was the lowest quote for said project and was the lowest responsible and responsive bidder; and

WHEREAS, Franklin and Contractor desire to enter into an agreement defining the obligations of the parties therein;

NOW, THEREFORE Franklin and Contractor for the consideration set forth herein agree as follows:

1. Scope of Services. Contractor agrees that it will furnish all labor, equipment and material to complete the project as submitted in its bid and quote for proposals and agrees that said work shall be done in a good and workmanlike manner according to industry standards. All work shall be performed as submitted in the bid. All material is to be furnished in accordance with the specs and as guaranteed in the contract below. The parties agree that the products to be used for the project shall be as identified in the correspondence attached hereto as Exhibit "A". (materials list)

2. Approximate Start and Completion Date. The parties agree that the product and material order will be placed no later than June 30th, 2025. After the order is placed, the parties will allow for 8 weeks for delivery of the product. Once the products are received by Contractor the parties anticipate an

additional month for completion of the work.

It is agreed that Contractor shall make a good faith effort to commence completion of the project by the 1st day of November, 2025. Upon completion of the work, Contractor will remove all debris, surplus material, equipment, trash and debris from Franklin's property and leave it in a neat and clean condition.

3. Extra Work and Change Order. The parties agree that any changes, alterations or deviations to the Contract must be made in writing. In the event of such changes, a written change order will be executed between the parties. Extra work and change orders become a part of the contract once the change order is prepared in writing and signed by the parties prior to commencement of any work covered by any change order. The order must describe the scope of the extra work or change and the costs, if any, to be added or subtracted from the Contract and the effect the order will have on the schedule of progress of payments.

4. Bid Documents. It is specifically agreed by the parties that all documents submitted by Contractor in support of its quote and bid for the performance of the work are specifically incorporated herein and become a part of the contract.

5. Time is of the Essence and Delay. The parties agree that time is of the essence of this contract and that the Contractor will work diligently in performing the work contemplated herein. The parties further agree that Contractor is excused for any delay in completion of the contract caused by acts of God, inclement weather, labor trouble such as accidents or delays beyond Contractor's control. If Contractor fails to timely complete all work required under the scope of services, Franklin may notify Contractor in writing of the intent to terminate the agreement and Contractor shall only be paid for work satisfactorily completed and material furnished thereto.

6. Payment and Payment Schedule. The parties agree that Contractor shall be paid a total sum of \$100,386.00 to include all materials, labor and installation of product as submitted in Contractor's

bid. The payment schedule shall be as follows:

25% Down	Prior to product order placement	\$ 25,096.50
75% Completion	Upon completion of entire scope of work	\$ 75,289.50
	Total	\$ 100,386

Project Description and Materials to be Used and Installed.

1. Project	Asphalt Art
2. Materials	See quote
Additional Description	See quote for specific details
Installation	Installation of all quoted products

8. Insurance and Indemnification. The Work performed by the Contractor shall be at the risk of that Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. The Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well

as while it is in force, and shall continue until it is finally adjudicated.

Contractor indicates that it carries all necessary insurance and licenses required by law. Contractor maintains in full force and effect, workman's compensation insurance and commercial general liability insurance in a minimum amount of \$1,000,000.00 and that said insurance is in full force and effect and will remain in full force and effect throughout the course of the project. All certificates of insurance are currently on file with the Franklin and shall remain throughout the course of the project.

9. This agreement shall be governed by the laws of the State of Indiana and the parties specifically agree as follows:

a. Franklin and Contractor respectfully bind themselves, their agents, successors, assigns and legal representatives to this agreement. Neither Franklin nor Contractor shall assign this agreement without the written consent of the other.

b. Contractor represents individually and on behalf of Globe Asphalt Paving
(the Company)
that pursuant to I.C. 5-22-16.5 it is not engaged in any investment activities in Iran as said investment activities are prohibited by law.

10. Contractor certifies and represents that it is an E-Verify Corporation.

11. Contractor certifies that it is in compliance with and will comply with all wage scale provisions as required by law.

12. Contractor certifies that the Non-Collusion Affidavit submitted in support of its bid for service is current.

13. Contractor certifies that it is in compliance with all anti-discrimination policies as required by law.

14. Contractor certifies that it is in compliance with all federal, state and local laws,

rules and regulations applicable to Contractor in performing work pursuant to this agreement including but not limited to the representations set forth on the attached Affidavit of Compliance with Law.

15. Remedies. Should Contractor fail to perform its obligations under the terms of this agreement, Contractor agrees that in addition to all other remedies available, Franklin shall be entitled to recover from Contractor the City of Franklin's costs and expenses, including reasonable attorney fees incurred in enforcing this agreement.

16. Subcontractor. Contractor represents and warrants that no part of the services performed herein are subcontracted (or) Contractor represents that it shall pay all subcontractors, laborers, material supplied and those performing services to Contractor on the project under this agreement. Franklin may, as a condition precedent to any payment hereunder, require Contractor to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to Contractor. Upon receipt of a claim, Franklin may withhold money due to Contractor in a sufficient amount to pay the subcontractors, laborer, material suppliers, and those furnishing services to Contractor.

17. Written Notice. Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known as identified below. Notice shall be sent as follows:

"FRANKLIN"
The City of Franklin

"CONTRACTOR"
Globe Asphalt Paving Co,

By: City of Franklin _____

By: Globe Asphalt _____

Name: Dana Monson _____

Name: Rich Schroeder _____

Address: 70 E Monroe Street Franklin In. 46131 _____

Address: 6445 E 30th St., Indianapolis, In. 46219 _____

WHEREFORE the parties as represented by the signature below agree to all terms set

forth within this contract and acknowledge receipt, review and agreement to the provisions contained herein.

“CONTRACTOR”
The City of Franklin

By: _____
Name: _____
Address: _____

“FRANKLIN”
City of Franklin

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, _____.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Tina Gross, Member

Tina Gross, Member

Kenneth Austin, Member

Kenneth Austin, Member

Attest:

Jan Jones, City Clerk-Treasurer

Prepared by:
Lynnette Gray, City Attorney

