

**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:	02/23/2015	Requested Meeting Date:	03/02/2015
		Confirmed Meeting Date:	
Received by:			
<b>Contact Information: Please provide all requested information in the fields below. (Print or Type)</b>			
On Behalf of Organization or Individual:			
Name:	Lynnette Gray	Telephone:	(317) 738-3365
Title or Position:	City Attorney		
E-Mail:	<a href="mailto:lynng@igmlawfirm.com">lynng@igmlawfirm.com</a>		
Address:	63 E. Court Street		
City:	Franklin	State:	IN
ZIP:	46131		
<b>Who will attend the meeting and present the request?</b>			
Name:	Lynnette Gray & Tim O'Sullivan	Telephone:	(317) 738-3365
Title or Position:	City Attorney & Chief, Franklin Police Department		
E-Mail:	<a href="mailto:lynng@igmlawfirm.com">lynng@igmlawfirm.com</a> ; <a href="mailto:tosullivan@franklin.in.gov">tosullivan@franklin.in.gov</a>		
<b>Please describe the purpose or title of your presentation.</b>			
To request approval for On The Level Flooring to furnish labor, equipment and all material for the installation and replacement of carpet and flooring at the Franklin Police Department and Street Department;			
<b>Supporting documents: All supporting documents should be submitted with the request form.</b>			
1. Contract Between The City of Franklin and "On The Level Flooring";			

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.

**CONTRACT BETWEEN THE CITY OF FRANKLIN AND  
"ON THE LEVEL FLOORING"**

THIS CONTRACT, entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between the City of Franklin, Indiana (hereinafter referred to as "Franklin"), and "On the Level Flooring" (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 carpet and flooring at the Franklin Police Department and Franklin Street Department; 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, scope and material to be used for the project shall be as identified in the estimate attached hereto as Exhibit "A", Exhibit "B" and Exhibit "C" (Estimate #1034, #1035 and #1036)

2.       Approximate Start and Completion Date. The parties agree that the product and material order will be placed immediately upon signing of this agreement. After the order is placed, the parties will allow for \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ for delivery of the product. Once the products are

received by Contractor the parties anticipate an additional \_\_\_\_\_ for completion of the work.

It is agreed that Contractor shall make a good faith effort to commence completion of the project by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. 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 there will be no changes, alterations or deviations to the Contract unless made in writing prior to performance. 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 \$70,997.00 to include all materials, labor, installation, removal and disposal of existing flooring and clean-up as submitted in Contractor's bid. The City agrees to pay Contractor the actual costs of the material ordered by the Contractor upon receipt of invoices reflecting the actual cost and the Clerk is authorized to make said payment. It is anticipated by the parties that the material costs is approximately \$50,000.00. The remaining sums due under the terms of the Contract shall be paid in full upon completion and acceptance of the entire scope of work and in no event shall the total Contract sum including materials exceed \$70,997.00.

7. 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. Contractor has also executed the attached Contractor indemnification (Exhibit "D").

8. 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 "On the Level Flooring" 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. Contractor further certifies that the statements made in the attached Compliance with Applicable Law (Exhibit "E") are true and accurate.

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

d. 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.

9. 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.

10. 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.

11. 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”**  
City of Franklin

**“CONTRACTOR”**  
On the Level Flooring

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**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”**

On the Level Flooring

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 Joseph E. McGuinness

\_\_\_\_\_  
Mayor Joseph E. McGuinness

\_\_\_\_\_  
Steve Barnett

\_\_\_\_\_  
Steve Barnett

\_\_\_\_\_  
Robert Swinehamer

\_\_\_\_\_  
Robert Swinehamer

Attest:

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

Prepared by: Lynnette Gray  
Attorney No.: 11567-41