

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: June 30, 2020

Meeting Date: July 4, 2020

Contact Information:

Requested by: Dana Monson

On Behalf of Organization or Individual Community Development Department

Telephone: 317-736-3631

Email address: dmonson@franklin.in.gov

Mailing Address: 70 E Monroe St. Franklin, In. 46131

Describe Request

Contract for dumpster enclosure with Capitol City Fence

List Supporting Documentation Provided:

Capitol City Fence contract

Who will present the request?

Name: Dana Monson

Telephone: 317-736-3631

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

AGREEMENT
BETWEEN
THE CITY OF FRANKLIN

AND
Capitol City Fence

FOR
2020 Downtown Dumpster Enclosure Project

THIS AGREEMENT, executed by and between the City of Franklin, Indiana (hereinafter "CITY"), and Capitol City Fence (hereinafter "CONTRACTOR");

WITNESSETH THAT:

WHEREAS, CITY is desirous of retaining CONTRACTOR'S services for Construction of 2020 Downtown Dumpster Enclosure Project (more particularly described in Attachment A, "Scope of Work"); and

WHEREAS, CONTRACTOR is capable of performing all applicable work required of the project as per its bid on the Bid Summary sheet; and

WHEREAS, said bid was determined to be the lowest, responsible, and responsible bid per said Bid Summary Sheet.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement by October 31, 2020. Substantial Completion shall be considered to be completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be \$100.00 per day. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion may withhold monies otherwise due

CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law.

- 2.03** CONTRACTOR agrees that no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specifies in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting of CONTRACTOR to proceed to complete any service, or any part of the, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY or any of its rights herein.

ARTICLE 3. COMPENSATION

- 3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement

- 3.02** Upon approval of properly submitted claims, CITY shall compensate CONTRACTOR the total sum of \$ 37,400.00. The approval of the claims shall be at the sole discretion of the CITY to be approved only upon compliance with the terms of this contract. Said approval not to be unreasonably withheld. CITY may withhold payment, in whole or in part to the extent necessary to protect itself from a loss on account of any of the following:

1. Defective work
2. Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
3. Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
4. Damage to CITY or a third party

- 3.03** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the Work and period to which such payment request pertains except as specifically reserved and noted on such request. The payment of the claim shall constitute a waiver and release by Contractor of all liens and claims for payment with respect to the work and period to which payment was submitted

- 3.04** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY'S representatives at reasonable business hours.

- 3.05** CONTRACTOR shall comply in full with all provisions of IC 5-6-13, including but not limited to IC 5-6-13-7 & 8 and said provisions are incorporated by reference herein as specific requirements of this contract.

ARTICLE 4. GENERAL PROVISIONS

4.01 **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.

4.02 **Abandonment, Default, and Termination**

4.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment as made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

4.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days written notice to has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

4.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

1. Failure to begin work under this Agreement within the time specified.

2. Failure to perform the work with sufficient supervision, workmen, equipment, and materials to insure prompt completion of said work.
3. Unsuitable performance of the work as determined by the City Engineer and his/her representative.
4. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
5. Discontinuing the prosecution of the work or any part of it.
6. Inability to finance the work adequately
7. If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.
8. Failure to comply with applicable federal or state laws and regulations or local ordinances.

4.02.04

CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may at his option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Contract according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner. In the event of emergencies, CITY may take steps to mitigate its damages without said steps being considered a breach of contract by the CITY.

4.02.05

All cost of completing the work under the Contract shall be deducted from the monies due or which may become due said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and its Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

4.02.06

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriation were received.

4.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

4.03 Successors and Assigns

4.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

4.03.02 No portion of this Agreement shall be sublet, assigned or otherwise disposed of by CONTRACTOR except with the written consent of the CITY being first obtained. Consent to sublet, assign, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

4.03.03 CONTRACTOR shall comply in all regards with IC 5-6-13-9 through 12 relating to CONTRACTOR tiers.

4.04 Extent of Agreement: Integration

4.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement
2. Technical Specifications (Attachment A, "Bid Documents and Specifications")
3. Where applicable, Bid Prices (Attachment B)
4. Upfront Specifications (Attachment A)
5. Information for Bidders (Attachment A)
6. Advertisement
7. CONTRACTOR'S submittals
8. The current construction design standards and specifications for the City of Franklin
9. All plans as provided for the work that is to be completed.
10. Affidavit of Compliance with applicable law.

4.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

4.05 Insurance

4.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any or all of them, or by anyone for whose acts any of them maybe liable.

<u>Coverage</u>	<u>Limits</u>
A. Workmen's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000
Bodily Injury, personal injury, property damage, Contractual liability, products-completed operations	
General Aggregate Limit (other than Products/ Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$5,000
D. Comprehensive Auto Liability (single limit, owned, Hired, and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	\$1,000,000
Umbrella Excess Liability	\$2,000,000 each occurrence and
The Deductible on the Umbrella Liability	Shall not be more than \$10,000

4.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

1. Premises and operations;
2. Contractual liability as applicable to any hold harmless agreements
3. Completed operations and products; which also must be maintained for a minimum period of two years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period; and
4. Broad form property damage – including completed operations;
5. Fellow employee claims under Personal Injury
6. Independent Contractors.

4.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

4.05.04 Certificates of Insurance, naming the City of Franklin as an "additional insured", showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) days prior written notice has been received by CITY.

4.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Franklin, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

4.07 **Applicable Laws** CONTRACTOR agrees to comply 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, discrimination in employment, IC 5-16-13; IC 22-5-1.7-11; IC 36-1-12-24, conflicts of interest, public notice, accounting records and requirements. Unless otherwise specified, this Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Franklin.

4.08 **Non-Discrimination**

4.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, age, handicap, or disabled veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

4.08.02

CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, handicap, or any other legally protected classification; strongly encourages the use of project site local small businesses, minority-owned business, and women-owned business in its operations.

4.08.03

Further, pursuant to IC 5-16-6-1, Contractor Agrees:

1. That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
2. That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, handicapped, or any other legally protected classification.
3. That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
4. That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

4.09

Workmanship and Quality of Materials:

4.09.01

CONTRACTOR shall guarantee the work for a period of one (1) year(s) from the date of substantial completion. Failure of any portion of the work within one (1) year(s) due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed.

4.09.02

OR EQUAL. Wherever in any of the Contract Documents an article, material or equipment is defined by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being

equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the city of Franklin Engineer or his/her representative. The approval by the ADMINISTRATOR of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents.

4.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City of Franklin Community Development Specialist and are not subject to arbitration.

4.10 **Safety** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local.

4.11 **Amendments/Changes**

4.11.01 Except as provided in Paragraph 4.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

4.11.02 Without invalidating the Agreement and without notice to any surety, CITY may at any time or from time to time, order, in writing, additions, deletions or revisions in the Work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents.

4.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, [No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph] Contractor shall immediately file written notice with the City after the event giving rise to the claim and stating the general nature of the claim with supporting data. Any adjustments increasing the Contract price or time shall be agreed upon in writing.

4.11.04 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

4.13 **Payment of Subcontractors** As required by law, CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY 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 lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborer, material suppliers, and those furnishing services to CONTRACTOR.

4.14 **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.

4.15 **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 to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY

Name: Dana Monson

Title: Community Development Specialist

Address: 70 E. Monroe Street

City/State/Zip: Franklin, IN 46131

TO CONTRACTOR

Company Name: Capitol City Fence Co. Inc.

Name: Ryan Smith

Address: 920 E. Ohio Street

City/State/Zip: Indianapolis, In. 46202

4.16 **Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with the provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

4.17 **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the contract within thirty

(30) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the *thirty* (30) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

4.18 Steel Product

4.18.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel products are to be utilized or supplied in the performance of any contract or subcontractor, only domestic steel products shall be used. Should CITY feel that the cost of domestic steel is unreasonable, CITY will notify CONTRACTOR in writing of this fact.

4.18.02 Domestic Steel products are defined as follows:
 "Products rolled, formed, shaped, drawn extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, bessemer or other steel making process."

4.18.03 The United States is defined to include all territory subject to the jurisdiction of the United States.

4.18.04 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

4.19 **Iranian Investments:** The undersigned, both individually and on behalf of the contracting entity certify pursuant to IC 5-22-16.5 that they/it is not engaged in any investment activities in Iran as said investment activity is prohibited by law.

4.20 **Drug Testing:** CONTRACTOR agrees on behalf of contractor, subcontractors and all tier contractors, to comply in full with the provisions of IC 36-1-12-24 requiring mandatory drug tests for employees when the cost of any public works project is greater than \$150,000.00.

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"

Capitol City Fence Co. Inc.

By: Bidder's Signature

Name: Bidder's Name John D. Roop Jr., President

Address: Bidder's Address 1 920 E. Ohio St.

Indianapolis IN 46202

DANA,

THANK YOU!

"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 _____, 2020.

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

Voting Affirmative

Voting Opposed

Mayor Steve Barnett

Mayor Steve Barnett

Robert Swinehamer

Robert Swinehamer

Melissa Jones

Melissa Jones

Attest:

Jayne Rhoades, Clerk Treasurer

CERTIFICATION OF COMPLIANCE WITH APPLICABLE LAW

The undersigned, in consideration of contracting with and/or entering into agreements with the City of Franklin, a governmental entity, does hereby make the below certifications and acknowledges that said representations and compliance with applicable law is a requirement of doing business with a governmental entity and is deemed valuable consideration in entertain into a contract with the City of Franklin. The undersigned agrees to be in full compliance with all applicable laws and shall immediately notify the City of Franklin in the event it has failed to comply with this certification. In such event, the City of 'Franklin may immediately terminate any and all contracts with the undersigned. Compliance with all applicable State and Federal laws shall include, but is not limited to the following:

- a. Execution of Non-Collusion Affidavit(s) to be provided and submitted on a form required by the State Board of Accounts
- b. Applicable contract provisions pursuant to IC 5-16-13 for Public Works projects awarded after June 30th, 2015 the terms of which are specifically incorporated herein by reference and/or as required by law
- c. Applicable anti-discrimination provisions as required by law;
- d. E-verify affidavit as required by law including but not limited to IC 22-5-1.7-11.1. Specifically, the undersigned declares under penalty of perjury that as a term of doing business with the City of Franklin that they have enrolled in and verify the work eligibility status of newly hired employees through the E-verify program and that by their signatures below they do not knowingly apply unauthorized aliens.
- e. The undersigned certifies that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry.

- f. The undersigned, if applicable, agrees to comply with the terms of IC 5-16-13-8 and represents that the project or work shall not be structured other than in the "tier" structure as required by law
- g. The undersigned shall comply with the insurance requirements and hold harmless provisions of the City of Franklin attached hereto and incorporated by reference herein and where applicable shall comply with the requirements of IC 5-16-13-9 through 12.
- h. Pursuant of IC 36-1-12-24 Contractors and Subcontractors shall drug test employees when the cost of any Public Works project is greater than \$150,000.00.
- i. If applicable, the undersigned shall comply with IC 5-16-13-13; 14 in all respects including but not limited to document preservation and availability for inspection.

Additionally, the undersigned certifies that they/it are not aware of any relationship between the City of Franklin and the undersigned, its agents, employees, or assigns which violates Indiana's anti-nepotism laws.

I HEREBY SWEAR AND AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL OF WHICH IS SWORN TO THIS _____ DAY OF _____, 2020.

To be signed with contract
Duly Authorized Representative of Contracting Party

Bid Specifications

A. Governing Documents

The applicable of the following documents shall apply except as specifically noted herein:

- i. City of Franklin Engineering Department Standards
- ii. City of Franklin DPW Standards

Unless otherwise specified within the Bid Documents, whenever any specification, standard, reference material, manual or other similar document is incorporated by reference into any of the contract documents, it shall be deemed to be the latest edition of said item including any and all supplemental addendum, which was in effect on the date of the bid opening for this project.

B. Material Submittals

For each product specified the contractor shall include technical data and tested physical performance properties. In addition, firms and persons shall demonstrate their capabilities and experience to do work by including lists of completed projects that include project names, addresses, names and address of engineers and owners, and other pertinent information.

The contractor shall submit material test reports that indicate compliance of materials with indicated requirements.

The contractor shall supply a certificate, signed by manufacturers, certifying that each material complies with the indicated requirements.

C. Completion Dates and Liquidated Damages

The contractor shall complete all work under this contract before October 31, 2020.

The failure to meet the final completion date, as defined herein shall result in liquidated damages which are set at \$100.00 per day.

D. Holidays When Work is Not Permitted

The contractor may not perform work on the following days:

- i. Sundays (unless otherwise approved by the Community Development Specialist)
- ii. New Year's Day
- iii. Memorial Day
- iv. Independence Day
- v. Labor Day
- vi. Thanksgiving Day
- vii. Christmas Day

E. Work Schedule Submittal

The contractor shall provide a critical path work schedule for the entire project. This schedule shall be submitted to and approved by the City of Franklin prior to the start of

construction and shall be updated as necessary. No work will be allowed until this schedule is submitted and approved; however, the contractor will not be granted any time extension due to this delay.

F. Construction Work Hours

The contractor shall perform all construction activities between the hours of 7:00 am and 7:00 pm unless receiving prior approval from the City.

G. Limitations of Operations

When in the judgment of the City, the Contractor has obstructed or closed a portion of the work larger than necessary for proper construction, or is carrying on operations to the prejudice of the work already started, the City may require the contractor to finish that portion of the work which is in progress before any additional portions are started. No loads of material for any construction shall be dispatched from vehicles or plants so late in the day that it cannot be placed, finished and protected to the specifications, or within the hours, set forth in these Bid Documents and Specifications.

H. Undistributed Items

Quantities of undistributed items needed in addition to those shown on the itemized proposal and approved by the City will be paid for at the contract unit price for the quantity used on the project. There shall be no adjustment in the contract unit price if quantities are less than those shown on the itemized proposal and the item can be deleted entirely without impact to the contract amount. All work involving undistributed items shall be performed only at the direction of the City.

I. Material Acceptance

All aggregate, concrete, bricks and bituminous materials, as well as geotextiles, paving fabrics, Glasgrid, or the like used for the project shall be produced from an approved source and meet the standards outlined in the Technical Specifications Section of these Bid Documents. The Contractor shall submit the names and addresses of the suppliers of these materials for the project to the City at the pre-construction conference. Prior to delivery, the Contractor shall submit to the City a copy of the certification for each material supplier.

J. Final Cleanup

The Contractor shall clean up all areas, including inlets, storm pipes, and streets, within the project areas as well as areas disturbed outside of the project areas at the completion of the project. This work shall be done to the satisfaction of the City. Any areas disturbed outside of the project areas shall be restored at no cost to this project.

K. Measured Quantities

The Contractor shall coordinate with the City Engineer on all measured quantities as the project proceeds and all items shall be agreed to prior to submittal for payment.

Technical Specifications

A. Dumpster Enclosures

The Contractor is to provide and install two steel vertical total private fence enclosures. These are to be 6 ft high with a double swing gate that is 6'h x 12' w.

The fence is to be the Basteel perimeter systems fence.

Concrete pad is to be 4,000 psi air-entrained concrete, 384 SF at the location shown on map, attached.

The Contractor is to provide an optional bid for two bollards.

The Contractor shall meet the following qualifications; be an experienced installer who has completed projects similar in material, design, and extent to that indicated of this project and with a record of successful in-service performance.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CAPITOL CITY FENCE CO., INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

920 E. OHIO ST.

Requester's name and address (optional)

6 City, state, and ZIP code

INDIANAPOLIS, IN 46202

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 5 - 1 9 4 2 7 6 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Sharon K. Chao

Date ►

1/22/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CAPICIT-01

ECARSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2020

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Carson Agency, Inc 1016 Country Club Rd. Indianapolis, IN 46234	CONTACT NAME:	
	PHONE (A/C, No, Ext): (317) 271-3393	FAX (A/C, No): (317) 271-0130
	E-MAIL ADDRESS: info@carsonagency.com	
INSURED Capitol City Fence 920 E Ohio St Indianapolis, IN 46202	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Grange Mutual Casualty Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 14060	

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 INSD	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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: GENERAL AGGREGATE	X		CPP2315197	3/6/2020	3/6/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 3180974	3/6/2020	3/6/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2315214-00	3/6/2020	3/6/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP2315211	3/6/2020	3/6/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 2020 Downtown Dumpster Enclosure Project.

The City of Franklin, Indiana is listed as an additional insured on the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin, Indiana 70 East Monroe St Franklin, IN 46131	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