

**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.*

<b>Date Submitted:</b>	March 30, 2022	<b>Meeting Date:</b>	April 4, 2022
<b>Contact Information:</b>			
<b>Requested by:</b>	Mark Richards		
<b>On Behalf of Organization or Individual:</b> Department of Planning & Engineering			
<b>Telephone:</b>	317-736-3631		
<b>Email address:</b>	mrichards@franklin.in.gov		
<b>Mailing Address:</b>	70 E. Monroe Street, Franklin, IN 46131		
<b>Describe Request:</b>			
Request Acceptance of Bids for City Hall Exterior Repairs and Award of Contract			
<b>List Supporting Documentation Provided:</b>			
Bulley & Andrews Bid Construction Contract			
<b>Who will present the request?</b>			
<b>Name:</b>	Mark Richards	<b>Telephone:</b>	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.*



Solutions by Design Since 1937

Telephone 317.844.6777

3939 Priority Way South Drive, Suite 200, Indianapolis, Indiana 46240

[www.cripe.biz](http://www.cripe.biz)

March 29, 2022

Mr. Mark Richards/Ms. Joanna Tennel  
City of Franklin  
70 E. Monroe St.  
Franklin, IN 46131

**BID RECOMMENDATION: Franklin City Hall Exterior Repairs**

Dear Mr. Richards and Ms. Tennel:

After having reviewed the bids received on March 23, 2022, Cripe Architects + Engineers (Cripe) recommends that the City of Franklin initiate a contract with Bulley & Andrews, the apparent lowest bidder for the above referenced Project. Cripe has no objections to this Bidder. After review of the bids, we find no reason within our criteria not to allow contracting pending funding approval by the City of Franklin.

We received one sealed bid on bid day (See attached "Bid Tabulation"). We feel the bid submitted is fair and complete as noted herein. We noted one irregularity in format, which was the omission of the two alternates. We have contacted Bulley & Andrews and they have provided an updated bid form with the Alternate costs included (attached).

Cripe's criteria of evaluation are limited to bidder availability and capacity to perform the work as well as an understanding of the Bid Documents.

We followed up with Bulley & Andrews regarding the two bid alternates and received clarification. The clarification is noted in the Bid Tabulation. Based on the costs of Alternates 1 and 2 we suggest acceptance of neither and entering into a contract for the prime bid of \$294,924.00

Favorable recommendation is therefore as follows per contract documents (Plans and Specifications):

**PRIME BID FOR ALL WORK – FRANKLIN CITY HALL EXTERIOR REPAIRS .....\$294,924.00**

**Alternate #1 - Deduct..... -\$1,060.00**

**Alternate #2 - Add .....\$21,115.00**

Architecture + Interiors | Civil Engineering | Survey + 3D Laser Scanning | Energy + Facilities | Equipment Planning | Real Estate Services



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**TOTAL CONTRACT VALUE (IF ALTERNATES INCLUDED) .....\$314,979.00**

If you have any questions or comments, please feel free to contact me at 317-706-6314.

Sincerely,

**Cripe Architects + Engineers**

Sam F. Miller, AIA, NCARB, LEED AP  
Senior Project Manager

C: File

Mr. Mark Richards/Ms. Joanna Tennel  
City of Franklin  
March 29, 2022



3939 Priority Way South  
Suite, 200  
Indianapolis, IN 46240  
**317-844-6777**  
FAX: 317-706-6464  
[www.cripe.biz](http://www.cripe.biz)

<b>PROJECT:</b> Franklin City Hall Repairs <b>PROJECT NO:</b> 210128-10100 <b>OWNER:</b> City of Franklin <b>BID DATE:</b> 3/23/2022 AT 1:00 pm CST						<b>BID TABULATION</b>  <b>CRIFE</b> ARCHITECTS + ENGINEERS
<b>CONTRACTOR</b>	Bulley & Andrews					
<b>ADMINISTRATIVE</b>						
Bid Form	X					
Bid Guaranty	X					
Alternates Form 00 4323	X					
ADDENDA (none)						
Bid Proposal	X					
Form 96 (rev)	X					
Certificate of Insurance						
E-Verify Documentation	X					
Bid Bond	X					
<b>PRIME BASE BID</b>	\$294,924.00					
ALTERNATE #1 (Conflex coating)	(\$1,060.00)					
ALTERNATE #2 (Delete waterproofing & install finishes in City Council room)	\$21,115.00					
<b>Total with Alternates</b>	\$314,979.00	\$0.00	\$0.00	\$0.00	\$0.00	

other person authorized to bind in the matter. When requested by the City satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

- J. The City requires that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. **Further, the contractor and all subcontractors will also be required to comply with required Federal and State labor regulations including Equal Employment Opportunity, Non-Segregated Facilities, E-Verify, Affirmative Action, Certification for Federal-Aid Contracts Lobbying Activities, and other requirements set forth in the Bid Documents and Specifications.**

- K. Each Bidder shall include in his Bid the following information;

Firm: Bulley & Andrews Masonry Restoration, LLC  
Name: Christopher Lee  
Treasury Number:  
Address: 1755 W Armitage Ave  
City, State, and Zip Code: Chicago, IL 60622

- L. All applicable laws, ordinance, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
- M. Each Bidder **shall** include with his Bid a copy of his current insurance certificate indicating levels of coverage which meet the requirements as described in these bid documents.
- N. All Submissions may be considered public documents under applicable laws and may be subject to disclosure. Some bid records are public as soon as received by the Town, others become public at bid opening, and others at bid award. Offerors recognize and agree that Owner will not be responsible or liable in any way for any losses that the Offeror may suffer from the lawful disclosure of information or materials to third parties.
- O. Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the SOQ or Proposal. Such designations will not necessarily be conclusive, and Offerors may be required to justify why such material should not, upon written request, be disclosed by the Owner under the applicable public records act.
- P. Owner will endeavor to provide at least two (2) business days' notice to the Offeror of a public records request for material submitted pursuant to this request for bids. The Owner will then release the document in accordance with the Owner's policy for responding to such requests unless both of the following are true:
- a. the Offeror responds to the notice with any objection to the production of the document within two (2) business days of receipt of the notice; *and*
  - b. the Offeror agrees in writing to indemnify Owner in the event a challenge is brought for withholding a public record based on Offeror having designated it a trade secret.

**Bid Proposal**

A. The Undersigned Bidder declares that he has read the Bid Documents and Specifications, has examined the site of the work and has determined for himself the conditions affecting the work. He proposes and agrees if this Bid 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 Bid Documents and Specifications and such instructions as the City Engineer may give.

B. Acknowledgement of receipt of Addenda (if applicable):

Addendum No.

Addendum Date

None

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C. The Undersigned Bidder, in compliance with the Bid Documents and Specifications dated 02/28/2022, hereby proposes to do the work called for in said Bid Documents and Specifications at the following rates and prices (Bid Forms for Base Bid must be completed, otherwise the bid will be rejected):

**BASE BID**

Item #	Description	Quantity	Units	Unit Price	Total
	Base Bid	1	LS		\$294,924.00
	Alternate #1 (DEDUCT)	1	LS		(\$1,060.00)
	Alternate #2 (ADD)	1	LS		\$21,115.00
TOTAL BID					\$294,924.00

And in words: Two Hundred Ninety Four thousand, Nine Hundred Twenty Four

**SIGNATURE OF BIDDER:**

If an Individual

Name (typed or printed): \_\_\_\_\_

By (signature): \_\_\_\_\_

Doing business as: \_\_\_\_\_

If a Partnership

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

By (signature of general partner): \_\_\_\_\_

Name (typed or printed): \_\_\_\_\_

If a Corporation

Corporation Name: Bulley & Andrews Masonry Restoration LLC

By (signature of general partner):  \_\_\_\_\_

Name (typed or printed): Christopher Lee

Title: President

Business Address of Bidder:

1755 W Armitage Ave

Chicago, IL 60622

\_\_\_\_\_



- D. 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.
- E. The Undersigned 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.
- F. The Undersigned agrees, upon written notice of the acceptance of this bid, that he will execute the Contract in accordance with the bid as accepted and provide a Performance, Maintenance, and Payment Bond within fourteen (14) days after the receipt of Notice of Award.
- G. The Undersigned further agrees that, if awarded the Contract, he will commence work within seven (7) calendar days after the receipt of Notice to Proceed, and that he will complete the work within the time period allotted in these Bid Documents and Specifications.
- H. As an evidence of good faith in submitting this Bid, 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.
- I. The Undersigned hereby declares that the only parties interested in this Bid are named herein, that this Bid is made without collusion with any other person, firm or corporation, that no officer or agent of the City of Franklin, Indiana is directly or indirectly financially interested in this bid.



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

## PART 1

(To be completed for all bids. Please type or print)

Date (month, day, year): 03/22/2022

1. Governmental Unit (Owner):

2. County:

3. Bidder (Firm): Bulley & Andrews Masonry Restoration LLC

Address: 1755 W Armitage Ave

City/State/ZIP code: Chicago, IL 60622

4. Telephone Number: 773-235-2433

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Franklin City Hall Exterior Repairs

(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_

Arsee Engineers

and dated February 28, 2022 for the sum of

\$ \$294,924.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (1.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PART II

(For projects of \$150,000 or more - IC 36-1-12-4)

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid.  
Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$28,697,000	Restoration	11/2020	Missouri State Capitol
\$300,000	Restoration	3/2020	City of Chicago, 100th Street Bridge
\$60,000	Restoration	11/2020	City of Chicago, Randolph Street Bridge house

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$1,300,000	Restoration	8/2021	Warren County Courthouse
\$2,000,000	Restoration	10/2021	City of Chicago, Bridge House
			_____

3. Have you ever failed to complete any work awarded to you?      No      If so, where and why?

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4. List references from private firms for which you have performed work.

Michael Locigno, Kellermeyer Godfryt Hart PC, mlocigno@kghpc.com

Phil Savich, Arsee, psavich@arsee-engineers.com

Logan Cook, Wiss Janney Elstner Associates, lcook@wje.com

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Install site fence, install canopies, and perform facade repairs from lifts and/or scaffolding.

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

To be determined

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

To be determined

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Trucks, lifts, scaffolding, hand tools, generators

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

No

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

#### SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

#### SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at 3:40 pm this 22 day of 2022  
Bulley & Andrews Masonry Restoration, LLC  
\_\_\_\_\_  
(Name of Organization)  
By Charlie Vins \_\_\_\_\_  
Senior Project Manager  
\_\_\_\_\_  
(Title of Person Signing)

#### ACKNOWLEDGEMENT

STATE OF \_ Illinois Charlie Vins  
COUNTY OF Cook ) ss  
)

Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_ and

swore that the statements contained in the foregoing document are true and correct

Subscribed and sworn to before me this 22 day of \_\_ March \_\_, 2022 .

\_\_\_\_\_  
Notary Public

My Commission Expires: 8/23/2023 \_\_\_\_

County of Residence: \_ Cook, Illinois

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**BID OF**

Bulley & Andrews Masonry Restoration LLC

*(Contractor)*

1755 West Armitage Avenue

*(Address)*

Chicago, Illinois 60622

**FOR**

**PUBLIC WORKS PROJECTS**

**OF**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Filed \_\_\_\_\_

\_\_\_\_\_

Action taken \_\_\_\_\_



Bid Addendum Form

Addendum No. \_

Date: \_

Project: **Franklin City Hall Exterior Repairs**

Owner: City of Franklin, Indiana

Reason for Addenda:

Changes to Prior Addenda:

Changes to Bid Documents and Specifications:

Changes to Contract Requirements:

Changes to Maps/Standard Drawings:

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Mark A. Richards  
City Engineer

**End of Addendum**



# AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

BULLEY & ANDREWS MASONRY  
RESTORATION, LLC  
1755 W. Armitage Ave.  
Chicago, IL 60622

### SURETY:

(Name, legal status and principal place  
of business)

CONTINENTAL CASUALTY COMPANY  
151 N. Franklin Street  
Chicago, IL 60606

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

### OWNER:

(Name, legal status and address)

CITY OF FRANKLIN, INDIANA

70 East Monroe, Franklin, IN 46131

**BOND AMOUNT:** Five Percent of Amount bid  
(5% of Amount Bid)

### PROJECT:

(Name, location or address, and Project number, if any)

Franklin City Hall Exterior Repairs

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of March, 2022

(Witness)

(Witness)

Nicole M. West

BULLEY & ANDREWS MASONRY RESTORATION, LLC

(Principal)

(Seal)

(Title) MARK EVANS - President

CONTINENTAL CASUALTY COMPANY

(Surety)

(Seal)

(Title)

Sandra M Nowak, Attorney in Fact

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Marcia K Cesafsky, Sandra M Winsted, Jennifer L Jakaitis, Christopher P Troha, Sandra M Nowak, Derek J Elston, Susan A Welsh, Christina L Sandoval, Judith A Lucky-Eftimov, Bartlomiej Siepierski, Aerie Walton, Nicholas Pantazis, Kristin L Hannigan, Samantha Chierici, Rachel Fore, Corinne Chapman, Jean Torres, Roger Paraison, Nicholas Kertesz, Individually**

of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 22nd day of December, 2021.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of December, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent

Notary Public

### CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 21st day of March 2022



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

D. Johnson

Assistant Secretary

## **Authorizing By-Laws and Resolutions**

### **ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

### **ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

### **ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
6/9/2021

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Bulley & Andrews Masonry Restoration, LLC 1755 W. Armitage Avenue Chicago IL 60622-1163 USA	<b>INSURER A:</b> The Travelers Indemnity Co.	25658
	<b>INSURER B:</b> The Travelers Indemnity Co of CT	25682
	<b>INSURER C:</b> XL Specialty Insurance Co	37885
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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.

Limits shown are as requested

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	VTC2KC05809B47AIND21	06/01/2021	06/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	VTK-CAP-5809B468-IND-21	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	Y	Y	US00058033LI21A	06/01/2021	06/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	UB9R7735532125D	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

**CERTIFICATE HOLDER****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  <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570087463476



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Bulley & Andrews
POLICY NUMBER See Certificate Number:		
CARRIER See Certificate Number:	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance  
 Excess Liability

Policy No. EXS200130801  
 Eff. Date: 6/01/2021 - 6/01/2022  
 Underwriting Co.: North American Specialty Insurance Company  
 Limit: \$15M Excess of \$10M

Policy No. ECO2258019430  
 Eff. Date: 6/01/2021 - 6/01/2022  
 Underwriting Co.: The Ohio Casualty Insurance Company  
 Limit: \$25M Excess of \$25M

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF FRANKLIN**

**AND**  
*Bulley & Andrews Masonry Restoration, LLC*

---

**FOR**  
*Franklin City Hall Repairs*

---

**THIS AGREEMENT**, executed by and between the City of Franklin, Indiana (hereinafter “CITY”), and *Bulley & Andrews Masonry Restoration, LLC* (hereinafter “CONTRACTOR”);

**WITNESSETH THAT:**

WHEREAS, CITY is desirous of retaining CONTRACTOR’S services for Construction of *Franklin City Hall Repairs* (more particularly described in the bid documents and specifications dated February 28, 2022); 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, responsive, 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 *September 2, 2022*. 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 determined by reference to the then current INDOT Schedule of Liquidated Damages for Each Day of Overrun in Contract Time. 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 the bid documents, specifications and plans dated February 28, 2022, incorporated into this Agreement by reference.

- 3.02** Upon approval of properly submitted claims, CITY shall compensate CONTRACTOR the total sum of Two Hundred Ninety-Four Thousand Nine Hundred Twenty-Four Dollars and No Cents (\$294,924.00). 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
3. Where applicable, Bid Prices
4. Upfront Specifications
5. Information for Bidders
6. Advertisement
7. CONTRACTOR'S submittals
8. The current construction design standards and specifications for the City of Franklin
9. The current Indiana Department of Transportation Standard Specifications and the latest addendums.
10. The current construction specifications and details for Indiana American Water Company for water mains
11. All plans as provided for the work that is to be completed.
12. Affidavit of Compliance with applicable law.
13. Certification that CONTRACTOR is a properly certified contractor approved by INDOT or INDOA (where applicable).

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. This provision includes but is not limited to the requirement that CONTRACTOR is a properly qualified and certified contractor through INDOT or IDOA as required by law.

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 subagreement 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 or 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 or may result in the forfeiture of CONTRACTOR'S Performance Bond.

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 Engineer 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.

**4.12**      **Bond/Surety** CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

**4.12.01**              Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

**4.12.02**              If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, rehabilitation action pursuant I.C. 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

**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: Mark A. Richards, P.E.

Title: City Engineer

Address: 70 E. Monroe Street

City/State/Zip: Franklin, IN 46131

**TO CONTRACTOR**

Company Name: Bulley & Andrews Masonry Restoration, LLC

Name: Christopher Lee, President

Address: 1755 W. Armitage Avenue

City/State/Zip: Chicago, IL 60622

**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 seven (7) 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 seven (7) 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.

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**“CONTRACTOR”**

*Bulley & Andrews Masonry Restoration, LLC*

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

Signature

Name: *Christopher Lee, President*

Address: *1755 W. Armitage Avenue*

*Chicago, IL 60622*

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**“FRANKLIN”**  
**City of Franklin**

**INTRODUCED & APPROVED** by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this 4th day of May, 2022.

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

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Mayor Steve Barnett

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Robert Swinehamer

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Melissa Jones

Attest:

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Jayne Rhoades, Clerk Treasurer

Prepared by: Lynnette Gray  
Attorney No. 11567-41