

AGENDA RESERVATION REQUEST

CITY OF FRANKLIN
Board of Works
Please type or print

Date Submitted:	January 29, 2025	Meeting Date:	February 3, 2025
Contact Information:			
Requested by:	Dana Monson		
On Behalf of Organization or Individual: Public Art Advisory Commission			
Telephone:	317-736-3631		
Email address:	dmonson@franklin.in.gov		
Mailing Address:	70 E. Monroe St., Franklin, IN 46131		
Describe Request:			
Request for Approval of Veteran's Alley Electric Quote			
List Supporting Documentation Provided:			
Memo			
Huston Electric Contract			
Record of Price Quotations			
Who will present the request?			
Name:	Dana Monson	Telephone:	317-736-3631

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



CITY OF FRANKLIN

Community Development Department

Memo

To: Board of Works Members
CC: Mayor, Clerk-Treasurer, City Attorney
From: Dana Monson, Community Development Specialist
Date: February 3, 2024
Subject: Approval of Contract for Veterans Alley Electric

The Public Art Advisory Commission requested quotes to provide electric lighting to the sculptures in Veteran's Alley, adjacent to the Elks Building. The electric will connect at the bollard located next to Jefferson Street, and wiring will run behind the sculptures in PVC tubing. This tubing will be placed next to the building on the ground and will not be attached to the building. The piping will also be placed directly behind the sculptures and fastened to prevent anyone from reaching them or tampering with them. PAAC received two quotes and is recommending approval of Huston Electric as the lowest most responsible and responsive bidder. The list of quotes requested and received is attached.

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

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

**CONTRACT BETWEEN THE CITY OF FRANKLIN AND
HUSTON ELECTRIC**

THIS CONTRACT, entered into as of the 4 day of February , by and between the City of Franklin, Indiana (hereinafter referred to as "Franklin"), and Huston Electric , (hereinafter referred to as ("Contractor")).

WHEREAS, Franklin has received quotes for the furnishing of labor, equipment and all material for the installation and replacement of Electric for Art Pieces in the Veteran's Alley ; and

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

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

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

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

2. Approximate Start and Completion Date . The parties agree that the product and material order will be placed immediately upon signing of this agreement. After the order is placed, the parties will allow for (Installation in coordination with placement of art by Expo Arts)

_____ for delivery of the product. Once the products are received by Contractor the parties anticipate an additional 3 weeks for completion of the work.

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

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

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

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

6. Payment and Payment Schedule. The parties agree that Contractor shall be paid a total

sum of \$19,148 _____ to include all materials, labor, installation, removal and disposal of existing
 ___Materials_____ and clean-up as submitted in Contractor’s bid. The payment schedule shall be as follows:

<u>25</u> % Down	Prior to product order placement	\$3,829.60
<u>75</u> % Completion	Upon completion of entire scope of work	\$15,319.40
	Total	\$19,148

Project Description and Materials to be Used and Installed.

1. Project	Veterans Alley Electric
2. Materials	Electric wiring, lights, and installation
Additional Description	See quote for specific details
Installation	Installation of all quoted products

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

employees or agents, whether active or passive. The Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

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

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

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

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

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

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

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

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

required by law.

14. Contractor certifies that it is in compliance with all federal, state and local laws, rules and regulations applicable to Contractor in performing work pursuant to this agreement including but not limited to the representations set forth on the attached Affidavit of Compliance with Law.

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

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

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

“FRANKLIN”
The City of Franklin

“CONTRACTOR”

By: City of Franklin _____

By: Huston Electric _____

Name: Dana Monson _____

Name: Joe Gruss _____

Address: 70 E. Monroe Street Franklin, In. 4613

Address: 651 S Morton St. Franklin, In. 46131

WHEREFORE the parties as represented by the signature below agree to all terms set forth within this contract and acknowledge receipt, review and agreement to the provisions contained herein.

“CONTRACTOR”
The City of Franklin

By: _____

Name: _____

Address: _____

“FRANKLIN”
City of Franklin

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

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

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Tina Gross, Member

Tina Gross, Member

Kenneth Austin, Member

Kenneth Austin, Member

Attest:

Jan Jones, City Clerk-Treasurer

Prepared by:
Lynnette Gray, City Attorney