BFQ 1569
6185

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **City of Indianapolis Office of Finance and Management Purchasing Division**, (hereinafter referred to as "City"), and **SHERROD'S GARAGE DOOR CO., LLC** (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include these Terms and Conditions, the Attachments described in Section 1 and attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.

1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.

1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.

1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.

1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

1.06 This Agreement shall be construed under and governed by the laws of the State of Indiana.

SECTION II. DUTIES OF CONTRACTOR

2.01 The Contractor shall provide the services as set forth in Attachment A, attached hereto and made a part thereof.

SECTION III. TERM

3.01 This Agreement shall commence on March 30, 2009, and shall terminate on March 29, 2011, unless earlier terminated in accordance with this Agreement.,

3.02 This Agreement may be renewed beyond the expiration date for like or lesser terms by agreement of the parties. Agreement for renewal shall be by written notice sent by either party and written acceptance by the other. All other terms and conditions of this Agreement

shall remain the same as set forth herein, and may be amended only by written instrument signed by both City and Contractor and attached hereto as an Amendment.

SECTION IV. COMPENSATION

4.01 The Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A for a total amount not to exceed Thirty-seven Thousand, Five Hundred Dollars ($37,500.00) per calendar year.

4.02 Payment will be in conformance with Attachment B to this Agreement.

4.03 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to City. City shall pay Contractor within forty-five days after receipt of such properly itemized claim forms.

SECTION V. GENERAL PROVISIONS

5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and of Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the City for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the City in any way.

5.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.03 Necessary Documentation. Contractor certifies that it will furnish the City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now in and will maintain its good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of the Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality of City Information.

5.04.1 Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of the City, be disclosed to a person not in the City's employ except to employees or agents of Contractor who have a need to know in order to provide the

services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to the City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by this section, clause (d).

5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to the City.

5.06 Ownership of Documents and Materials.

5.06.1 All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to City and all such matters will be the property of the City. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the City, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the City and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Agreement shall be available to the City. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

5.06.2 Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

5.07 Insurance.

5.07.1 Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City 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 its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

2) Claims for damages because of bodily injury and personal injury, including death, and;

3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A. Worker's Compensation & Disability	Statutory
B. Employer's Liability Bodily Injury Accident	$ 100,000 each accident
Bodily Injury by Disease	$ 500,000 policy limit
Bodily Injury by Disease	$ 100,000 each employee
C. Excess Auto Liability	$1,000,000 (single limit) (owned, hired & non-owned)
Bodily injury & property damage	$1,000,000 each accident
D. Umbrella Excess Liability	$1,000,000 each occurrence and aggregate

5.07.2 Certificates of Insurance, naming the City as an "additional insured," (C. and D. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with the City prior to commencement of any work. These Certificates shall contain a provision that coverage afforded and the policies will not be canceled until at least thirty (30) days after written notice has been given to the City.

5.07.3 With the prior approval of City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.07.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts. Notwithstanding any other provision of this Agreement, Contractor shall provide all insurance coverage required in the contract documents.

5.08 Termination for Cause or Convenience.

5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.08.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice (delivered certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with City prior to termination. If termination for convenience is effected by City, Contractor's compensation shall be equitably adjusted.

5.08.3 Upon receipt of a termination action for default or for the City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving 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 appropriations were received. City agrees that it will make its best efforts to obtain

sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.10 Debarment and Suspension

5.10.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

5.10.2 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.10.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certification was erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.11 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The City shall not provide such indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the City.

5.12 Key Persons. It is hereby agreed by the parties hereto that the work described in this Agreement to be performed by Contractor is of a personal services, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor's signatory to this Agreement is a firm, partnership, or corporation, in the event of the termination of employment of anyone understood to be personally responsible for the work described in this Agreement, the City may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.

5.13 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:
Henry Sherrod
Sherrod's Garage Door Co.
4021 N. Ridgeview Drive
Indianapolis, IN 46226

to City:
Carol Metz
Purchasing Administrator
1522 City County Building
200 E. Washington Street
Indianapolis, IN 46204

5.14 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should the Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the City for such costs. The City may withhold payments on disputed items pending resolution of the dispute.

5.15 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

5.16 Conflict of Interest. Contractor certifies and warrants to City that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.17 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.18 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.19 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.

5.20 Waiver. The City's delay or inaction in pursing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the City's rights or remedies.

5.21 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.22 Attorneys' Fees. Contractor shall be liable to the City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.23 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.

5.24 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, has filed proof of such authority with City and has obtained all necessary or applicable approval from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

CITY OF INDIANAPOLIS OFFICE OF FINANCE AND MANAGEMENT PURCHASING DIVISION ("City")

By: Carol C. Metz Date: 4-1-09
Carol Metz, City of Indianapolis Purchasing Administrator

SHERROD'S GARAGE DOOR CO. ("Contractor")
DBA Sherrod's Garage door Co. / or

By: Henry M. Sherrod Jr Date: 3/25/09

Printed: Henry M. Sherrod

Title: Owner

APPROVED AS TO AVAILABILITY OF FUNDING ( ):
APPROVED FOR EXECUTION (✓):

By: David P. Reynolds ① Date: 4-1-09
David P. Reynolds, Controller

APPROVED AS TO FORM AND LEGALITY:

By: April E. Schuitheis Date: 3-19-09
April E. Schuitheis
Assistant Corporation Counsel

APPROVED FOR EXECUTION:

Gregory A. Ballard, Mayor

By: Samuel S. Ken Date: 4/6/09
Chris W. Cotterill
Corporation Counsel

Attachment A.

Scope of Services

Contractor shall be responsible for performing a variety of services related to the upkeep and repair of garage doors and garage door openers for the City. Available services shall include routine inspections, routine preventive maintenance and repairs. All work will be on an "as needed basis" as determined by the Department or Agency. All services may be scheduled or unscheduled and may include emergency repairs as determined by the Department or Agency.

Contract Coordination

Each Department or Agency utilizing this contract will assign a *City Contract Representative* to act as a liaison between the City and the Contractor. The Contractor will coordinate with the City Contract Representative regarding hours, schedules, and any other conditions affecting the work. Unless otherwise agreed to by the *City Contract Representative*, all work will be done during the normal business hours of the facility and with minimal disruption to the organization.

The following provides an operational overview of the major Departments or Agencies participating:

DPW The Department of Public Works has 6 major facilities with multiple garage doors, including one complex with 21 doors. Emergency repairs may be required day or night (24/7) due to snow removal and road maintenance operations. In the past, this department has requested inspection and preventive maintenance for its doors twice per year on a scheduled basis. Repairs are done as needed.

IFD The Indianapolis Fire Department has thirty-six (36) fire stations that may require inspection, preventive maintenance and repair service. Emergency repairs may be required day or night (24/7). In the past, IFD has requested inspection and preventive maintenance for doors only at the time of repairs, which are done as needed.

DPR Indy Parks and Recreation has twenty-five (25) primary facilities that have required door repair service in the past. Parks does not generally request inspection & preventive maintenance services, only repair services. Repair service may be required for the facilities listed as well as some additional locations.

Workmanship

All work will be performed to the highest standards of workmanship, in accordance with the industry. All work will be done to state and local building codes. Contractor personnel shall be sufficiently trained and qualified in their respective areas. Documentation of your company training program may be required.

Responsibility

The Contractor must be "responsible," that is, deemed capable of performing the proposed work. In determining the responsibility of the Contractor, the City may consider such things as past experience, references, size of company, financial standing, etc.

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Safety

Contractor shall be solely responsible for initiating, supervising and maintaining all needed safety precautions in connection with the work. Contractor shall take all necessary precautions for the safety of, and provide for the necessary protection to prevent damage, injury or loss to, all employees, bystanders, materials, equipment and property. In so doing, Contractor shall comply with the applicable rules and regulations of any regulatory body (e.g. OSHA, IOSHA, IDEM) having jurisdiction over the safety of persons, property or the environment.

Trash Removal

Contractor will be required to remove any and all trash, debris, or surplus materials related to the work from City property prior to completion of the service visit and properly dispose of the same. (Trash or other material disposal will not be provided unless agreed to by the *City Contract Representative.*) The Contractor shall otherwise return City property to a state equal to or better than that found at work commencement.

Utilities

The Contractor may assume reasonable use of the City's basic utilities for the project, including standard electrical outlets, water faucets and drains, to the extent such utilities are available and suitable for the intended use. The Contractor should not assume that any special or unusual utilities are available from the facility.

Preventive Maintenance - Description

Preventive maintenance (PM) includes, but is not necessarily limited to, the following items as applicable to either motorized or non-motorized doors:

a. Lubricating all rollers
b. Checking drive belts and chains and making adjustments as necessary
c. Lubricating motors and gears as required
d. Insuring doors travel properly on side rails
e. Checking operation of limit switches and making adjustments as necessary
f. Checking operation of automatic door openers/safety devices and make adjustments as necessary
g. Performing any other preventive maintenance in accordance with manufacturer or standard practice

The *City Contract Representative* will normally schedule preventive maintenance for those departments requesting such services. Some departments and locations will require regularly scheduled preventive maintenance while others may request PM's only at the time of a repair or not at all. Pricing for PM's may include an individual door or multiple doors at a single location. PM's include inspection & maintenance to the specifications above.

Models & Types

The City owns various models of doors and door openers across its departments. Doors may be of differing styles to include *track type, roll-up* etc. While most doors are motorized, a few are manually opened. The City has attempted to list specific information wherever possible; however, this list may not be comprehensive. The Contractor should have broad experience with all types of doors, door openers and systems and should be prepared to service any make/model.

Repairs – Non Emergency

The City will expect same business day or next business day service on repairs when repairs are not, in the opinion of the City, of an "emergency" nature.

Repairs – Emergency

The Indianapolis Department of Public Works (DPW) and the Indianapolis Fire Department (IFD) are charged with rendering services directly to the citizens of Indianapolis/Marion County. An integral part of providing such services is the proper operation of facilities. Door opening and closure at these facilities is critical to the function of these Departments.

Therefore, DPW and IFD will require the Contractor(s) to provide "emergency services" twenty-four (24) hours per day, seven (7) days per week. When an emergency repair situation is declared by these Departments, the Contractor(s) working under the contract resulting from this quote shall be able to respond on site and begin undertaking repairs immediately or at a maximum three (3) hours after notification. All repairs shall be completed as expeditiously as possible. (It is understood that some repair parts may need to be ordered. However, the Contractor shall have a system in place that expedites delivery.) Emergency work not completed within the first twenty-four (24) hours after notification can no longer be charged to the City at emergency rates as listed herein. For prompt response to these emergency requests, the contractor shall have a twenty-four (24) hour a day seven (7) day a week phone or pager number continually available for City contact. The Contractor(s) shall be responsible for maintaining staffing of this number for quick response.

When the City declares that an emergency repair is required, and the Contractor is notified, the City reserves the right to seek those repairs from another source should emergency response not be met within the three (3) hour notification time frame. Two (2) such "failure to respond" incidents may result in "Termination for Cause" as referenced in the Sample Service Agreement, section 5.08. Such action shall be the sole judgment of the City.

Parts Pricing

Under current law, the City of Indianapolis cannot enter into a "cost plus percentage of cost" contract for supplies or materials. You must therefore price parts in an alternative way, such as "parts will be supplied at manufacturer (or) published list price," or, "parts will be supplied at a percent of discount from list price," etc. Ideally, pricing should be tied to a price list that is generally available and can be reasonably verified. Any such lists shall be available for review by the City.

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Current Overhead Door Information

Department of Public Works (DPW) Locations			
1725 S West St. Building #1			
Overhead sel-71 (2 doors)	Belt	14'w x 12'h	1/3 horse
Overhead	Belt	12'w x 8' h	manual
1725 S West St Building #2			
Overhead ldz-303	Belt & Chain	14'w x 12'h	½ horsepower
Dovrr Lr15561	Belt & Chain	14'w x 11'h	½ horsepower
1725 S West St Garage #4			
Osco M-14-211 (2 doors)	Belt & Chain	16'w x 14'h	½ horsepower
Lifter master	Belt & Chain	10'w x 9'h	manual
1725 S West St Building#3			
HT-2211	Belt & Chain	14'w x 12'h	½ horsepower
EL2-203 (3 doors)	Belt & Chain	14'w x 12'h	½ horsepower
Unknown	Belt & Chain	12'w x 9'h	½ horsepower
1725 S. West St. - Old Salt Barn			
Dover	Belt & Chain	12'w x 14'h	manual
1725 S. West St. - Paint Liner Hut			
Overhead FLZ-200-1	Belt & Chain	12'w x 14'h	1/3 horsepower
Overhead FLZ-200-1	Belt & Chain	12'w x 14'h	manual
Westinghouse SER DD77	Belt & Chain	14'w x 18'h	1/3 horsepower
Westinghouse SER DD77	Belt & Chain	12'w x 12'h	manual
1725 S. West St. - Signal Shop			
Mekee 232124R1Z	Belt & Chain	14'w x 11'h	½ horsepower
1725 S. West St. - Warehouse			
Century	Belt & Chain	14'w x 12'h	½ horsepower
DORCMA K-12-31	Belt & Chain	12'w x 12'h	1/3 horsepower
1761 S. West St. - Parking Meters			
Garage Doors (2 doors)	Belt & Chain	12'w x 10'h	manual
2700 S. Belmont - Solid Waste			
Over Head DOERR LR22132 (4 doors)	Chain	12'w x 14'h	¾ horsepower
2700 S. Belmont - ERM/Solid Waste Building			
Over Head C55JJXEZ190	Belt	12'w x 12'h	1/3 horsepower
7010 E. Troy Ave. - 5 Points Garage			
Over Head MH-50-11-RD (2 doors)	Chain	13'w x 14'h	½ horsepower
3915 E. 21st St - Out Building			
Over Head 2112568CS11	Gear	12'w x 12'h	½ horsepower
3915 E. 21st St - Garage			
Leeson CGC17DB20 (4 doors)	Belt	12'w x 14'h	1 horsepower

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Department of Public Works (DPW) – Cont'd			
3915 E. 21st St - Tool Room			
N/A	Gear & Chain	8'w x 8'h	manual
N/A (2 doors)	Gear & Chain	10'w x 10'h	manual
1800 E. Broad Ripple Ave. - Green Ways			
Garage Door T-14-21 (3 doors)	Belt	12'w x 10'h	½ horsepower
2001 Dr. Martin Luther King Jr. - Garage			
Overhead JST-501 (2 doors)	Belt	18'w x 14'h	½ horsepower

Department of Parks & Recreation (Indy Parks) Locations			
Venue	Address	Number of Overhead Doors	
Brookside Maintenance	1901 N. Olney	3 motorized	3 manual
Bush Stadium	1501 W. 16th St.		10 manual
Eagle Creek Administration Office	7840 W. 56th St.		1 manual
Eagle Creek Maintenance	6840 Oak Grove Dr.	3 motorized	3 manual
Eagle Creek Park Ranger Station	1147 South Madison	1 motorized	
Eagle's Crest	7201 Fishback Rd.	1 motorized	1 manual
Eagle's Hideaway	8901 W. 65th St.		3 manual
Ellenberger Ice Rink	5301 E. St. Clair St.	1 motorized	2 manual
Facility Maintenance	1901 N. Olney	2 motorized	
Garfield Maintenance	510 E. Southern Ave.	3 motorized	3 manual
Garfield Park Conservatory	2505 Conservatory Dr		1 manual
Holliday Maintenance	6349 Spring Mill Rd.		1 manual
Holliday Nature Center	6349 Spring Mill Rd.		1 manual
Kennedy King Center	601 E. 17th St.	1 motorized overhead gate	
Kuntz Soccer Stadium	1502 W. 16th St.		6 manual
Land Improvement	3924 Bradbury St	5 motorized	
Lilly Lodge	6615 Delong Rd.		1 manual
Maintenance HQ	6820 E. 32nd St.	4 motorized	2 manual
Maintenance/Forestry Building	6820 E. 32nd St.	4 motorized	
Perry Park Ice Rink	451 E. Stop 11 Rd.	2 motorized	2 manual
Riverside Park	2420 N. Riverside E. Dr.		2 manual
Sahm Park	6801 E. 91st St		1 manual
Southeastway Maint.	5424 S. Carroll Rd.		7 manual
Thatcher Family Center	4649 W. Vermont St		4 manual
Thatcher Maintenance	4900 Rockville Rd.		3 manual

Indianapolis Fire Department (IFD) Locations		
BATTALION 2	**All garage doors at IFD locations are believed to be 12 – 14 ft wide commercial, motorized doors.**	**Number of Doors**
41	10750 E 10TH St. (327-5911)	4 OH DOORS
42	1302 S. Franklin Road (327-5922)	5 OH DOORS
43	7604 E. 10TH St. (327-5933)	4 OH DOORS
44	7345 E. 30TH St. (327-5944)	5 OH DOORS
45	10601 E. 30TH St. (327-5955)	4 OH DOORS
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BATTALION 4	**All garage doors at IFD locations are believed to be 12 – 14 ft wide commercial, motorized doors.**	**Number of Doors**
4	8404 Ditch Road (872-8881, 327-0915, 327-0916)	6 OH DOORS
6	1599 E. 86TH St. (251-7450, 327-0919, 327-0920)	8 OH DOORS
8	4045 E. 56TH St. (257-1210 327-0917, 327-0918)	2 OH DOORS
12	2151 Kessler Blvd. West Drive (251-5101, 327-0929, 327-0927)	8 OH DOORS
21	3609 E. 71ST. St. (252-5293, 327-0921, 327-0922)	4 OH DOORS
BATTALION 11	**All garage doors at IFD locations are believed to be 12 – 14 ft wide commercial, motorized doors.**	**Number of Doors**
14	2960 North Kenwood (923-9415, 924-9416)	3 OH DOORS
16	5555 North Illinois (255-3593, 255-9825)	2 OH DOORS
23	975 Burdsal Parkway (926-3730, 925-8643)	2 OH DOORS
30	2440 North Tibbs (632-6235, 638-9384)	2 OH DOORS
31	4155 N. College (923-5144, 923-5154, 923-5182)	4 OH DOORS
32	6330 North Guilford (255-4766, 255-4050)	2 OH DOORS
33	3430 Moeller Road (291-2626, 293-9328)	2 OH DOORS
BATTALION 12	**All garage doors at IFD locations are believed to be 12 – 14 ft wide commercial, motorized doors.**	**Number of Doors**
2	4120 North Mitthoeffer Rd (897-1512, 899-4947)	2 OH DOORS
10	2970 N. Sherman Dr. (545-8055, 546-5989)	4 OH DOORS
20	1452 North Emerson (359-1125, 353-1218)	2 OH DOORS
22	3019 Dr. Andrew J. Brown (923-8339, 923-1657)	2 OH DOORS
24	5520 East 38th St. (547-5734, 547-0196)	2 OH DOORS
25	17 South Sheridan (357-4125, 357-3851)	2 OH DOORS
34	3262 Franklin Road (898-9248, 898-9322)	2 OH DOORS
BATTALION 13	**All garage doors at IFD locations are believed to be 12 – 14 ft wide commercial, motorized doors.**	**Number of Doors**
1	1903 W. 10th St. (634-5790, 634-4859)	3 OH DOORS
5	155 West 16th St. (635-5841, 638-4941)	3 OH DOORS
13	429 West Ohio (635-5841 634-9049)	4 OH DOORS
18	42 N. Warman (638-2632, 637-7548)	3 OH DOORS

19	1003 S. White River Pkwy (632-8619, 635-7150, 635-5646)	5 OH DOORS
BATTALION 14	**All garage doors at IFD locations are believed to be 12 – 14 ft wide commercial, motorized doors.**	**Number of Doors**
3	1136 Prospect Street (631-8068, 634-1388)	2 OH DOORS
7	555 N. New Jersey (636-7176, 632-1840)	9 OH DOORS
11	1715 East Washington (637-3189)	2 OH DOORS
15	3502 Prospect (359-2365, 359-6772)	2 OH DOORS
26	1080 Hanna Avenue (784-2220, 784-0214)	2 OH DOORS
27	2918 East 10th St, (636-7461, 632-9263)	2 OH DOORS
29	602 E. Pleasant Run N. Dr, (784-1500, 783-7152, 786-9714)	4 OH DOORS

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Attachment B.

Pricing Form - Term Contract for Inspection, Maintenance and Repair of Overhead Doors
Please quote a "Price per Hour" for blanket inspection & preventive maintenance, non-emergency, after hours and emergency repairs. Rates shall include the use of all standard equipment (e.g. hand/power tools) consumable supplies and labor. Quotations shall include all charges other than non-consumable parts/materials.

- Two service calls are typically requested per year at each DPW complex.
- Indy Parks & Recreation does not generally require separate inspection and preventive maintenance services for its doors and door openers. Any such services that may be required will be paid for at the hourly labor rate.

Item	Description	Unit costs
	Standard Labor Rate: Regular Hours 7:00 a.m.-5:00 p.m.	**$ 40.00 per hour**
1.0	Standard Labor Rate: All other hours (if different than Emergency Rates)	**$ 60.00 per hour**
2.0	Standard Labor Rate: Emergency Response (Anytime Outside Regular Hours that an Emergency is Declared)	**$ 80.00 per hour**
3.0	Standard Cost for Inspection and Preventive Maintenance (based on semi-annual schedule) (Note: Listing of inspection and preventive maintenance at each location is a prerogative of the Agency or Division)	**$ 40.00 per hour**

Parts Pricing
Under current law, the City of Indianapolis cannot enter into a "cost plus percentage of cost" contract for supplies or materials. You must therefore price parts in an alternative way, such as "parts will be supplied at manufacturer (or) published list price," or, "parts will be supplied at a percentage (%) discount from list price," etc. Ideally, pricing should be tied to a price list that is generally available and can be reasonably verified. Any such lists shall be available for review by the City.

	Parts Pricing Description	Percentage % (INDICATE +/-)
	Parts will be supplied at manufacturer list price	**0 %**

4.0 Political Subdivision Form

NOTICE TO VENDORS

1. Will you extend your bid prices of said contract to political subdivisions in Marion County (and notify Indianapolis Purchasing division upon initial extension to an additional subdivision)?

   YES___X_____ NO_____

2. Will you extend your bid prices of said contract to political subdivisions in adjoining counties (and notify Indianapolis Purchasing division upon initial extension to an additional subdivision)?

   YES___X_____ NO_____

[Political subdivisions include cities, towns, school corporations, and county governments. If you mark YES you are agreeing that you are willing to extend your bid price/proposed price to any of these entities if they wish to purchase off of any Agreement resulting from this bid.]

3. The City of Indianapolis DOES NOT accept responsibility for purchase orders issued by other political subdivisions.

4. All political subdivisions must be willing to accept bid items(s) as described in the specifications without any changes, no matter how minute, once the bid is accepted by the City of Indianapolis.

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