

**Waterloo Town Council Meeting  
February 12, 2019**

A meeting of the Waterloo Town Council was held on February 12, 2019 at 6:00pm at the Waterloo/Grant Twp. Public Library. Members present were:

David Bolton	Jess Jessup
Ken Surber	William Hubartt
Tena Woenker/Town Manager	Tandie Buss/Acting Clerk
Andrew Kruse/Town Attorney	

The following business was discussed and action taken: Unless specified all votes were unanimous.

**Communications from the President:**

**Communications from Committees/Council Reports:**

**Communications from the Town Manager:**

- The Community can now sign up for County/Town Emergency Alerts
- A County Wide Trail Meeting will be on 2/22/19 at 9am
- The Waterloo Business Association will hold a meeting on 3/5/19, 8am at the Waterloo Depot. Dutch Heritage will be catering a breakfast for the event.

**Public Hearing:**

**New business:**

1. Council approved December claim 2222, also January claims and minutes
2. Council approved the hiring of Theresa Waldron as a Depot employee
3. Council approved awarding the Community Crossing project to Pulver Asphalt, who had the low bid at \$281,692.40
4. Council approved giving the Water Dept the 1992 International Dump Truck that the Street Dept is getting rid of
5. Council approved a contract with HR Unlimited Resources for 2016-2018 corrections, and as needed in 2019 for the Clerk-Treasurer's office
6. Council Tabled the Consultant contract to pursue a grant for the proposed Community Center program until March's council meeting

**Other Business:**

- The Town Manager let the council know that the Town will be posting to hire 2 seasonal positions with the Cemetery/Park Dept for mowing

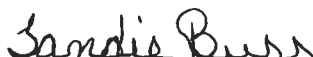
**Open Floor:**

I, Renata Ford, the duly qualified Clerk/Treasurer, do hereby certify that the above and foregoing is a true and exact excerpt of minutes of the meeting of the Waterloo Town Council, Waterloo, Indiana, at which a quorum was in attendance and acting throughout and held February 12, 2019 as such appears in the official minutes of said Waterloo Town Council, in my custody.

Meeting was adjourned at 7:02pm.



David Bolton, President



Tandie Buss, Acting Secretary



**Incorporated Town of Waterloo, Indiana**

P.O. Box 96 280 S. Wayne Street

Waterloo, Indiana 46793

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Website: [www.waterlooin.gov](http://www.waterlooin.gov)

**NOTICE OF AWARD**

February 12, 2019

Pulver Asphalt Paving, Inc.  
2616 E. State Road 8  
Albion, IN 46701

PROJECT: Maple Street Improvements and Wayne Street and Walnut Street Intersection Improvements Project

You are hereby notified that your Bid dated January 31, 2019, for the above Contract has been evaluated and you are the apparent successful bidder. You have been awarded a contract for

**Maple Street Improvements and  
Wayne Street and  
Walnut Street Intersection Improvements Project**

The Contract Price of your contract is \$281,692.40

Four copies of the proposed Agreement (Contract) accompany this Notice of Award. Five sets of the plans and project manual will be delivered separately or otherwise be made available to you.

You must comply with the following conditions within ten days of the date of this Notice of Award, that is by February 22, 2019.

1. You must deliver to the Engineer four fully executed counterparts of the Agreement (Contract). Each of the Agreements must bear your signature.
2. You must deliver to the Engineer the Contract Securities (Performance & Payment Bonds) as specified in the Instructions to Bidders, General Conditions and Supplementary Conditions

3. You must deliver to the Engineer the certificates of insurance as specified in the General Conditions and Supplementary Conditions (paragraph S.C. 5.03).

4. (List other conditions, if applicable):

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Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with these conditions, OWNER will return to you one fully signed counterpart of the Agreement for your records.

Waterloo Town Council



David Bolton, President



Jess Jessup, Vice President

Nathan Diehl, Member



William Hubartt, Member



Ken Surber, Member

cc: A&Z Engineering, LLC  
1220 Ruston Pass  
Fort Wayne, Indiana 46825

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between the Town of Waterloo, by and through its Town Council (hereinafter called OWNER) and Pulver Asphalt Paving, Inc., (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows: **Maple Street Improvements and Wayne Street and Walnut Street Intersection Improvements Project.**

All applicable Indiana laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. To the extent the Contract differs from Indiana laws, the Indiana law will control.

### **ARTICLE 2. ENGINEER**

2.0 The Project has been designed by A&Z Engineering, LLC, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 3. CONTRACT TIME**

3.0 The Work will be substantially completed within 120 calendar days from the day the contractor starts work on site but not substantially complete later than August 1, 2019 as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment by August 31, 2019 in accordance with paragraph 14.07.B of the General Conditions.

3.1 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.0 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. CONTRACTOR agrees that for each calendar day that the Work shall remain uncompleted after the time stipulated above, the sum of one thousand dollars (\$1,000.00) per calendar day shall be deducted by the OWNER from monies due the CONTRACTOR, not as a penalty, but as liquidated damages. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the CONTRACTOR or his surety, then such excess shall be paid to the OWNER by the CONTRACTOR or his surety.

**ARTICLE 6. CONTRACTOR'S REPRESENTATIONS**

- 6.0 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.
- 6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.