



TREVA HODGES, PH.D.
MAYOR
CITY OF CHARLESTOWN

304 MAIN CROSS STREET OFFICE: 812-256-4322
 CHARLESTOWN, IN 47111 MOBILE: 502-297-4390
 E-MAIL: MAYOR@CITYOFCHARLESTOWN.COM

June 6, 2022

City of Charlestown Common Council
304 Main Cross Street
Charlestown, IN 47111

Re: Follow-Up to Additional Appropriation Request for Revitalization of City Square and Infrastructure Improvements Memo from 05/23/2022

Dear Council Members:

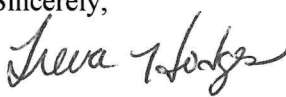
As a follow up to the previous memo from May 23, 2022, about the Additional Appropriation request I am providing more detail about bids approved by the Board of Public Works at the regular meeting this morning.

As a reminder, at the next scheduled Council meeting on Monday, June 6, 2022, I have requested an additional appropriation of \$300,000 from the Capital Trust Fund to make improvements to downtown and to finish infrastructure and street projects began in 2019. Following is an estimate for the major work items this appropriation will cover. The gap in funding will be covered by existing appropriated funds.

| | |
|---|-----------------|
| • Sidewalk completion of Main Street and Main Cross intersection | \$81,400 |
| • Sidewalk completion of Monroe Street | \$44,500 |
| • Monroe Street Decorative Lights | \$26,000 |
| • City Hall exterior painting | \$25,000 |
| • City Hall interior updates (lighting, chamber chairs, bathrooms, etc.) | \$80,000 |
| • Utility Pole painting | \$ 2,860 |
| • Roof for City Hall | \$50,000 |
| • Square Revitalization (includes new landscaping and paved pathways with full accessibility to the gazebo) | <u>\$75,000</u> |
| Total | \$384,760 |

Included with this memo are the four landscape bids considered. The BPW has authorized me to execute the bid from Reed Contracting Group "Square Bid 1" that has the clover-leaf style paved access to the gazebo in an amount not to exceed \$74,000 so that I can receive feedback from Council Members regarding the design features. I have also included the approved bid from Lazaro Painting for the exterior painting of City Hall and the utility poles. No other bidders responded to the call. Finally, I have included the Roof Lynx bid for the roof repair as the most responsive and responsible bid. One other bidder quoted the work for \$46,000 and another was unable to perform the job. As you can see, some of these totals are slightly less than the projected estimates above. As always, we will work to make cost effective solutions for the work we hire.

Please let me know if you have any feedback. If funding is approved at Monday's Council Meeting, we will be able to initiate these repairs and improvements immediately. Sidewalk and other work will be brought before the BPW at the next regularly scheduled meeting on May 15th.

Sincerely,

Treva Hodges, Mayor



To: Mayor Hodges
City of Charlestown Indiana
304 Main Cross St, Charlestown, IN 47111

Subject: Charlestown Square Renovation

Date: 5-4-22

Offeror Info: Reed Contracting Group
8102 Hidden River Trace
Charlestown, IN 47111
502-338-0424

Micah.reed@reedcogroup.us

Dear Mayor Hodges,

Thank you for the opportunity to bid on the renovation of the Charlestown Square. We are excited to be able to contribute to the City of Charlestown as it is our hometown, and we are vested in its success. In this document you will find the description and pricing based upon the project outlined in our previous conversations. This will cover footers for retaining walls, retaining walls, 8" curbs, sidewalks, replacing sidewalks within the memorial, providing all new landscaping, grading, reseeding disturbed areas, mulch, and cleanup of the area upon completion.

This proposal does not include the moving of electrical wiring or receptacles that are currently located within the project area. It will be the responsibility of the city to move these services to a more suitable location. The same applies to any other utilities that might be located within the working area. The Market Street corner landscaping is also not included within this proposal and would be treated as a separate project.

We are excited to partner with you on this project. Please don't hesitate to contact us with any questions. Micah Reed, 502-338-0424 (micah.reed@reedcogroup.us)

Charlestown Square





Memorial



- New Side Walks
- New Curbing
- New Flowers
- New Mulch

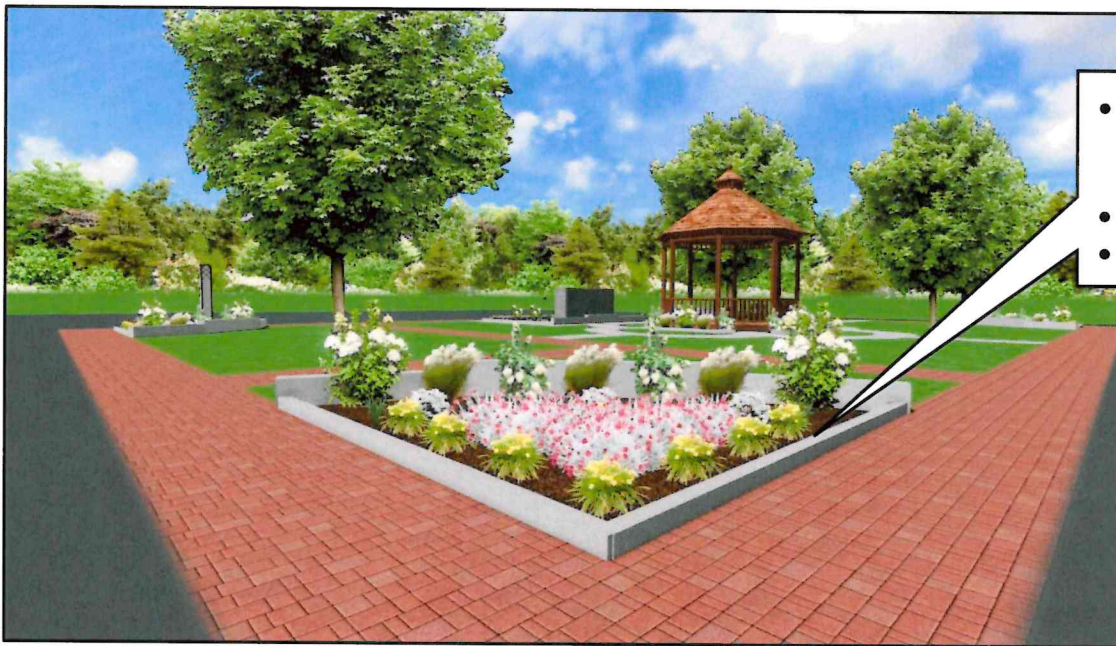
Gazebo



- New Side Walks
- Public Access to the Gazebo
- New Curbing
- New Mulch & Flowers

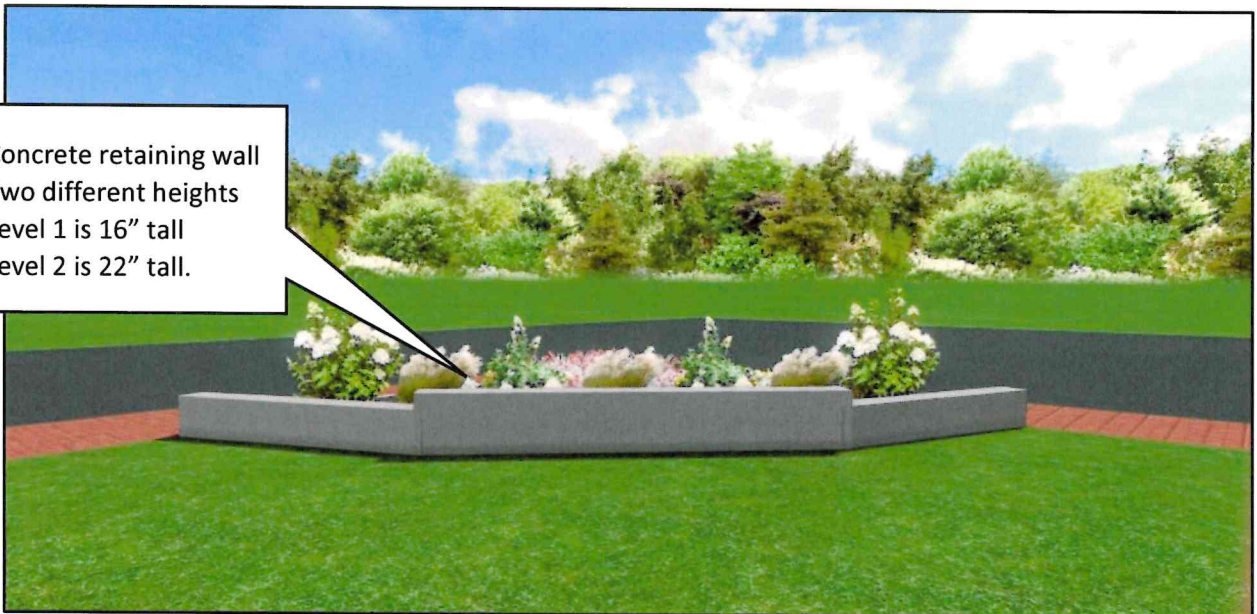


Corner Gardens



- New bushes and flowers covering every corner
- Concrete curb
- New Mulch

Seating Area



- Concrete retaining wall
- Two different heights
- Level 1 is 16" tall
- Level 2 is 22" tall.

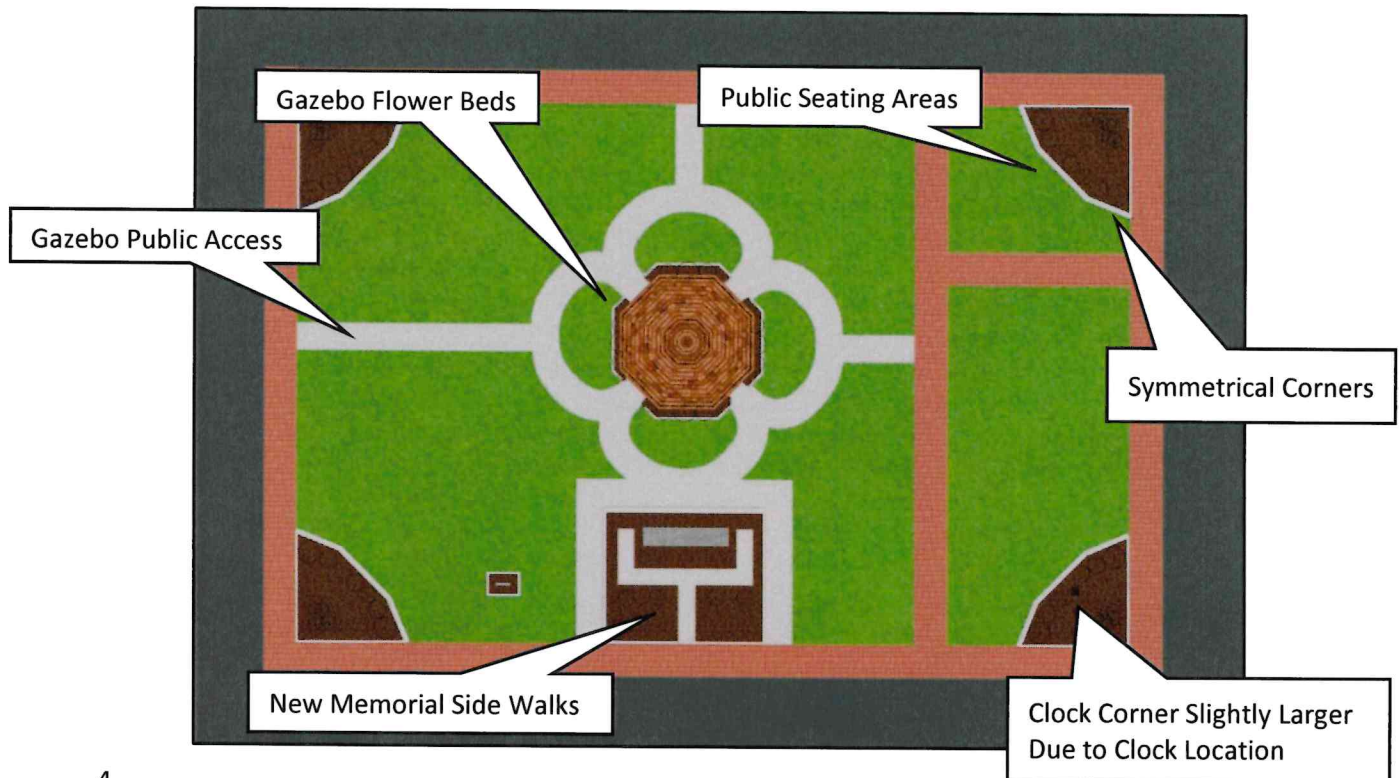


Statement of Work

Reed Contracting Group (RCG) will provide the material and labor needed to accomplish the following.

- Remove and dispose of existing retaining blocks, mulch, flowers, concrete, and debris.
- At each corner of the town square a new flower bed will be installed.
 - Each bed will consist of an 8" curb along the front two angles
 - The back wall of the bed will consist of a retaining wall of two separate heights to accommodate seating for the public.
 - Height 1 = 16" Tall
 - Height 2 = 22" Tall
 - Inside each bed will consist of new mulch and flowers.
 - Plants can be selected by the city and applied toward the plant budget listed in the proposal
 - It should be noted that the corner which contains the clock will be a different size due to the location of the clock.
- The Memorial will receive new sidewalks both inside and outside it's immediate area.
 - An 8" curb will border the area and new mulch and plants will be installed.
- The Gazebo will receive both new sidewalks and flower beds.
 - The flower beds will surround the gazebo except where the new sidewalks connect.
 - An 8" curb will be created to distinguish each mulch bed
 - New mulch and plants will be installed in these areas.
 - New sidewalks will be created to give the public access to the gazebo area.
 - Each sidewalk will be approx. 5' in width.

Top View





QUOTE

Reed Contracting Group

DATE: 5/4/22

Austin Smith
520-343-3433
Austin.smith@reedcogroup.us

EXPIRATION DATE: 6/4/22

TO City of Charlestown
Mayor Treva Hodges

| SALESPERSON | JOB | PAYMENT TERMS | DUE DATE |
|--------------|---------------------|--|----------|
| Austin Smith | City of Charlestown | 50% Due Upon Start Date 25% Due Upon Complete of Concrete Work 25% Due Upon Completion | TBD |

| QTY | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|-----|--|------------|------------|
| 1 | Removal of existing retaining block material | | |
| 1 | 600'x5 sidewalks, 600'x8"x8" curbs, 200'x18"x22" wall, 200'x2'x8" Footer | | |
| 1 | 100yds of concrete, 40-ton rock, rebar, lumber, framing material and labor | \$58,400 | \$58,400 |
| 1 | Plant Budget* | \$9,300 | \$9,300 |
| 1 | Mulch | \$2,040 | \$2,040 |
| 1 | Dumpster(s) | \$2,055 | \$2,585 |
| 1 | Labor | \$960 | \$960 |

Quotation prepared by: Austin Smith
Quote is valid for 30 Days

| | |
|-----------|----------|
| SUBTOTAL | \$73,285 |
| SALES TAX | Exempt |
| TOTAL | \$73,285 |

To accept this quotation, sign here and return:

Thank you for your business!

*These numbers represent the total budget; customer will not be charged the full amount if not completely used.



To: Mayor Hodges
City of Charlestown Indiana
304 Main Cross St, Charlestown, IN 47111

Subject: Charlestown Square Renovation
Date: 5-4-22

Offeror Info: Reed Contracting Group
8102 Hidden River Trace
Charlestown, IN 47111
502-338-0424
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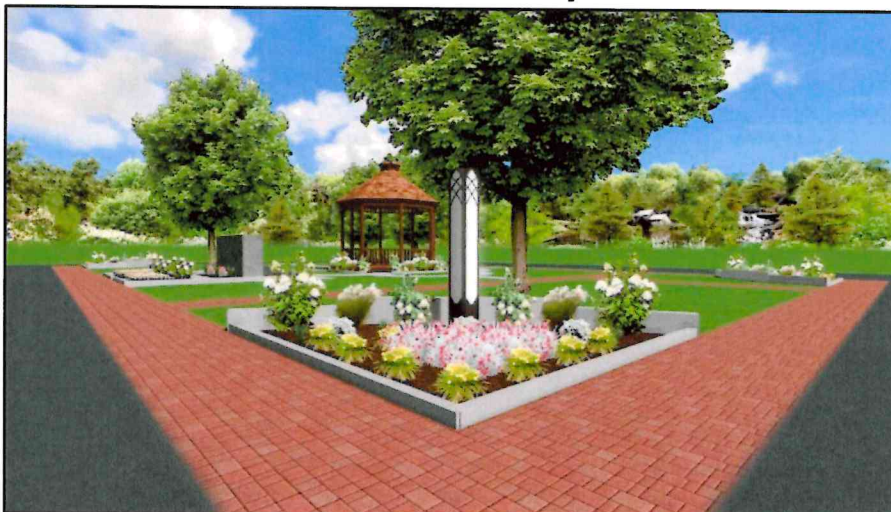
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We are excited to partner with you on this project. Please don't hesitate to contact us with any questions. Micah Reed, 502-338-0424 (micah.reed@reedcogroup.us)

Charlestown Square





Memorial



- New Side Walks
- New Curbing
- New Flowers
- New Mulch

Gazebo

- New ADA compliant concrete ramp
- Metal handrails
- 41' x 5' with a 1/12 pitch.
- 5' x 5' flat resting area halfway up



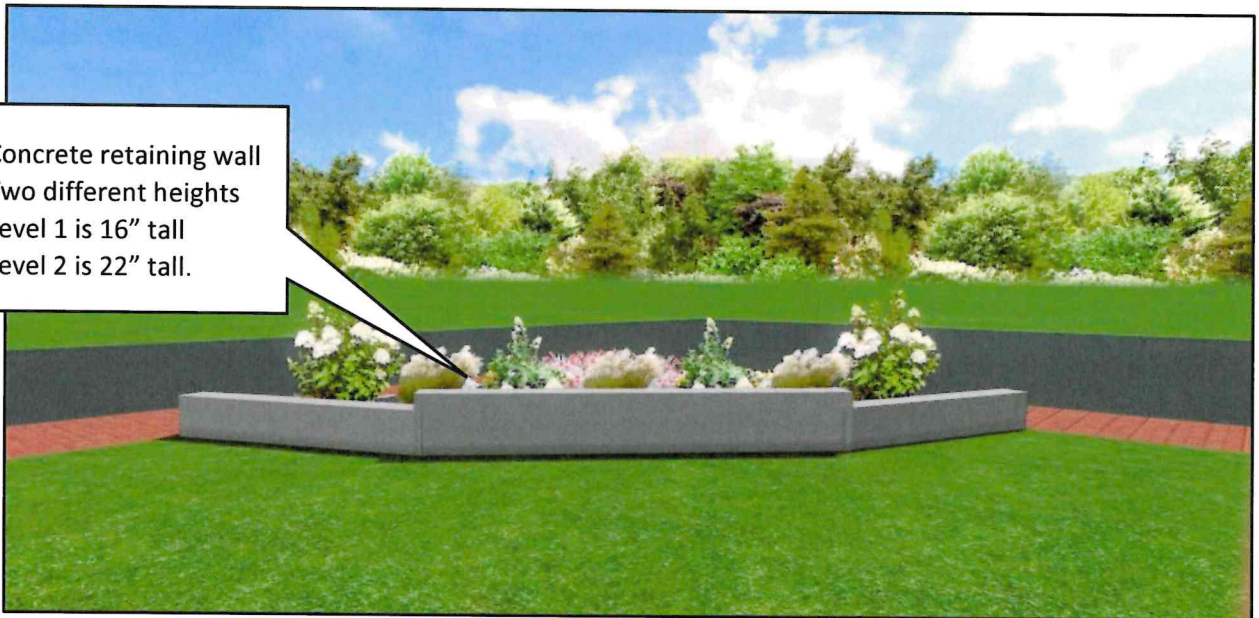


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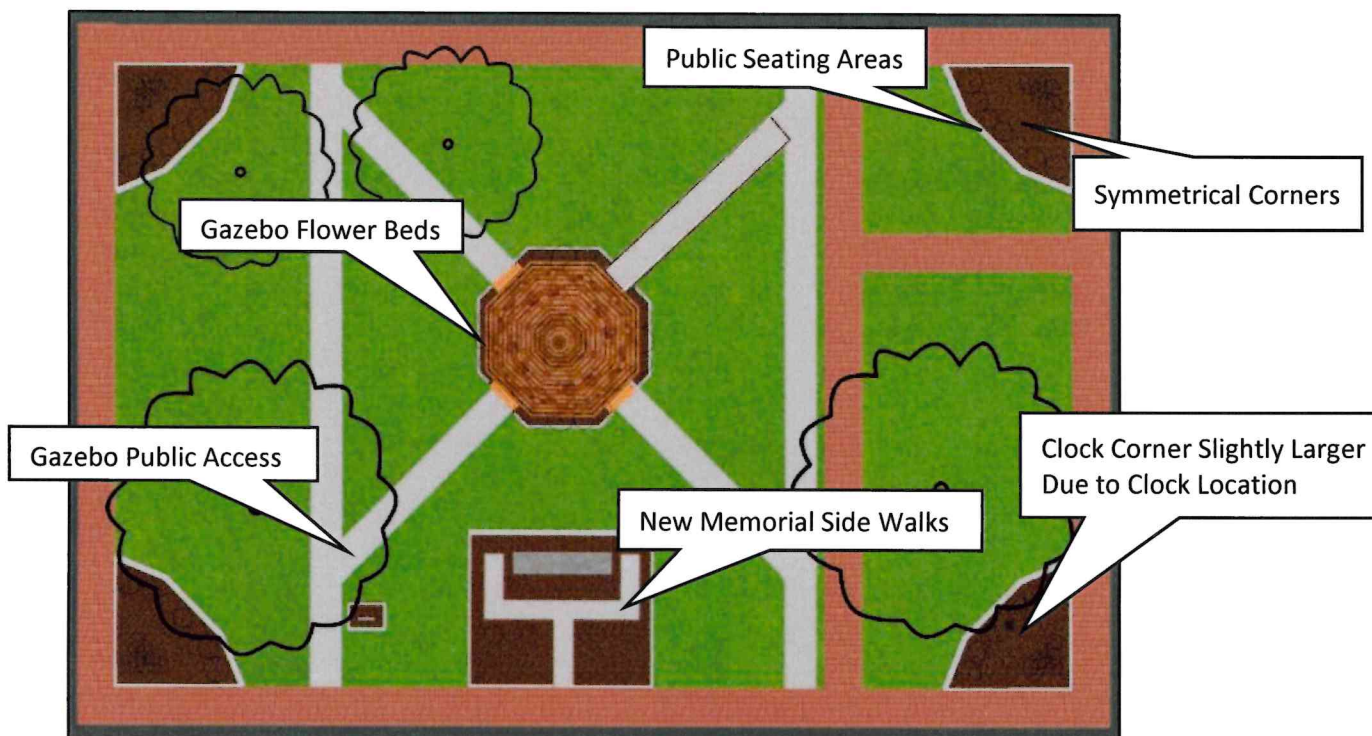


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 - The flower beds will surround the gazebo except where the new sidewalks connect.
 - An 8" curb will be created to distinguish each mulch bed
 - New mulch and plants will be installed in these areas.
 - New sidewalks will be created to give the public access to the gazebo area.
 - Each sidewalk will be approx. 5' in width.
 - Add a ramp to make the gazebo ADA compliant.
 - Ramp dimensions 41' x 5' with a 1/12 pitch.
 - Ramp will have 5' x 5' flat resting area halfway up
 - 82' of metal handrail

Top View





QUOTE

Company Name

Austin Smith
 520-343-3433
 Austin.smith@reedcogroup.us

DATE: 5/27/22

EXPIRATION DATE: 6/27/22

TO City of Charlestown
 Mayor Treva Hodges

| SALESPERSON | JOB | PAYMENT TERMS | DUE DATE | |
|--------------|---------------------|--|----------|--|
| Austin Smith | City of Charlestown | 50% Due Upon Start Date 25% Due Upon Complete of Concrete Work 25% Due Upon Completion | TBD | |

| QTY | DESCRIPTION | UNIT PRICE | LINE TOTAL | |
|-----|--|------------|------------------|-----------|
| 1 | Removal of existing retaining block material | | | |
| 1 | 600' x 5' sidewalks, 600' x 8" x 8" curbs, 200' x 18" x 22" wall, 200' x 2' x 8" footer, ADA compliant ramp 41'. | | | |
| 1 | 100yds of concrete, 40-ton rock, rebar, lumber, framing material and labor | \$67,400 | \$67,400 | |
| 1 | 82' metal handrail ADA compliant | \$24,000 | \$24,000 | |
| 1 | Plant Budget * | \$9,300 | \$9,300 | |
| 1 | Mulch | \$2,040 | \$2,040 | |
| 1 | Dumpster | \$2,055 | \$2,055 | |
| 1 | Labor | \$960 | \$960 | |
| | | | SUBTOTAL | \$105,755 |
| | | | SALES TAX | Exempt |
| | | | TOTAL | \$105,755 |

*These numbers represent the total budget; customer will not be charged the full amount if not completely used.

Quotation prepared by: Austin Smith
 Quote is valid for 30 Days

To accept this quotation, sign here and return:

Thank you for your business!



May 26, 2022

WORK ORDER #1626

PROPOSAL FOR

CITY OF CHARLESTOWN - TOWN SQUARE
CITY OF CHARLESTOWN
CITY OF CHARLESTOWN - TOWN SQUARE
304 MAIN CROSS
CHARLESTOWN, IN 47111

DESCRIPTION OF WORK TO BE PERFORMED

Remove and replace all block walls and shrubs. Install new corner walls, columns and shrubs. Install new wall around Veterans Monument and Pavilion. Install ADA ramp onto Pavilion.

| | |
|-------------------|--------------------|
| SALE: | \$82,210.00 |
| SALES TAX: | \$0.00 |
| TOTAL: | \$82,210.00 |

Terms of Agreement

1. This Contract between Customer and Lamb's Lawn Service & Landscaping, LLC ("Lamb's Lawn") is for the items and quantities described above.
2. Term: Services will be administered according to schedule unless other arrangements are made in advance. All scheduled jobs are also subject to change due to weather.
3. Prices: The price listed in this agreement is valid for 30 days, or until signed and received by Lamb's Lawn. If 30 days has passed before the signed agreement is returned the price is subject to change.
4. Payment and Late Charges: A fifty percent (50%) deposit is due upon acceptance of quotes five thousand (\$5,000) dollars and over before job will be scheduled. Payment is due in full on the date of the invoice and shall be late 15 days from the date of each invoice. Any past-due amounts will be charged a 1 1/2% monthly service charge on all unpaid balances at the end of 30 days. There will be a Minimum five

(\$5) Dollar service charge per month any outstanding balance is owed.

5. **No additional Services:** This Agreement includes services and materials outlined herein only. Any additional services, including additional labor and/or materials furnished by Lambs Lawn will require a separate written agreement.

6. **Collection Costs:** Customer is responsible for all costs to collect delinquent bills, including reasonable court costs and attorney fees incurred in collection regardless of whether a lawsuit is filed.

7. **Disputes:** Any dispute regarding billing must be made in writing within seven (7) days of invoice date.

8. **Waiver of Liability:** Customer understands and agreed that Lamb's Lawn shall not be responsible for death of plant materials (i.e. replacement of sod or seed) due to improper selection, placement, planting, or maintenance done before the time of this contract. Damage to any exposed cables/wires or sprinkler components/lines normally found below the lawn's surface; flooding, storm, wind, or cold damages; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation components; damage caused by or to any item hidden in the landscape and not clearly guarded or marked.

9. **Sales Tax and Fuel Surcharge.** Estimates may or may not include sales tax or Fuel Surcharges and will be applied on invoicing where applicable.

Lawn Mowing and Treatment Service Terms and Pricing

1. **Term:** All services regarding the maintenance of Customer's lawn and landscape shall continue on an annual basis from the date of this contract through the end of the calendar year. Such term shall automatically renew on an annual basis starting January 1 each year unless either party provides written notice by December 1 to the other party. Any cancellation of this Agreement by either party must be in writing. Customer reserves the right to terminate this agreement for non-performance of services which shall be applied and deemed in a commercially reasonable manner by customer. Notification to Lamb's Lawn must be made to 5343 Buck Creek Rd, Floyds Knobs, IN 47119.

2. **Prices:** The price listed in this agreement is valid for the initial season only. Any price increase shall be mutually agreed upon in writing. Customer will be notified of the amount of any price increase by January 1 each year.

WORK ORDER #1626

CITY OF CHARLESTOWN - TOWN SQUARE

May 26, 2022

By _____

By _____

Dave Kruer

Date May 26, 2022

Date _____

**LAMBS LAWN SERVICE &
LANDSCAPING, LLC**

CITY OF CHARLESTOWN



| Customer: City of Charlestown Property Address: 304 Main Cross St City, State & Zip: Charlestown, Indiana Management Company: | | Contact: Mayor Hodges Job Location: City of Charlestown Phone: Email: | | |
|--|----|--|------------|--|
| Landscape Installation Services | | Quantity | Cost | Total Cost |
| Town Square- Pavillion Landscape | | | | |
| Little Lime Hydrangea | 12 | \$ 85 | \$1,020.00 | |
| Otto Luken Laurel | 8 | \$ 225 | \$1,800.00 | |
| Dianthus | 24 | \$ 25 | \$600.00 | |
| Mulch | | | \$850.00 | |
| Removal of existing landscape | | | \$550.00 | |
| Square Corner Landscape - Clock bed | | | | |
| Fothergilla | 4 | \$ 85 | \$340.00 | |
| Little Lime Hydrangea | 3 | \$ 85 | \$255.00 | |
| Canyon Creek Abelia | 6 | \$ 85 | \$510.00 | |
| Blue Indigo | 3 | \$ 85 | \$255.00 | |
| Mulch | | | \$350.00 | |
| Removal of Existing Landscape | | | \$250.00 | |
| Square Corner Landscape (3 landscape beds) | | | | |
| Maiden Grass | 15 | \$ 85 | \$1,275.00 | |
| Fothergilla | 12 | \$ 85 | \$1,020.00 | |
| Blue Indigo | 9 | \$ 85 | \$765.00 | |
| Mulch | | | \$1,050.00 | |
| Removal of Existing Landscape | | | \$650.00 | |
| | | Estimate SubTotal | | \$11,540.00 |
| | | 6% Sales Tax | | \$ - |
| Customer Signature: | | Date: | | Estimate Total |
| Julie Britnell Arnold | | 05/10/2022 | | \$11,540.00 |
| Greenscapes Estimator: | | Date: | | Please pick and choose services and quantities according to your specific requirements and expectations. By signing this, I have read and understood the terms and conditions on the reverse side. |
| | | Estimate Valid for 30 days | | |

Greenscapes Lawn & Landscaping, Inc.
PO Box 91029, Louisville, KY 40291
Phone: (502) 968-8018 Fax: (502) 810-0706
WWW.GREENSCAPESKY.COM

I. CONTRACTOR'S RESPONSIBILITIES: THE CONTRACTOR SHALL PERFORM ALL DUTIES CALLED FOR IN THIS CONTRACT IN ACCORDANCE WITH ITS OWN PROFESSIONAL STANDARDS & SPECIFICATIONS AND IN ACCORDANCE WITH ALL OTHER TERMS, SPECIFICATIONS & DRAWINGS ATTACHED OR CONTAINED HEREIN. IT IS THE RESPONSIBILITY OF THE OWNER/CLIENT TO PROVIDE COPIES OF ALL PLANTS, SURVEYS, DRAWING OR PLANS OF THE PROPERTY ON WHICH SERVICES ARE TO BE PERFORMED. FURTHER RESPONSIBILITIES INCLUDE:

- A. **WORKFORCE:** CONTRACTOR SHALL DESIGNATE A QUALIFIED & EXPERIENCED REPRESENTATIVE TO MANAGE AND OVERSEE THE SERVICES PROVIDED. THE WORKFORCE IS TO BE PERSONALLY PRESENTABLE AT ALL TIMES. ALL EMPLOYEES SHALL BE COMPETENT AND QUALIFIED, & SHALL BE U.S. CITIZENS OR LEGAL RESIDENTS, & AUTHORIZED TO WORK IN THE UNITED STATES.
- B. **MATERIALS:** ALL MATERIALS SHALL CONFORM TO BID SPECIFICATIONS.
- C. **LICENSE & PERMITS:** CONTRACTOR SHALL COMPLY WITH ALL LICENSE AND PERMIT REQUIREMENTS OF THE CITY, COUNTY, STATE & FEDERAL GOVERNMENTS, AS WELL AS ALL OTHER REQUIREMENTS OF LAW.
- D. **TAXES:** CONTRACTOR SHALL PAY ALL TAXES APPLICABLE TO ITS WORK UNDER THIS CONTRACT, INCLUDING SALES TAX ON ALL MATERIAL SUPPLIED.
- E. **INSURANCE:** CONTRACTOR SHALL MAINTAIN GENERAL LIABILITY INSURANCE, AUTOMOTIVE INSURANCE, WORKERS COMPENSATION INSURANCE, & ANY OTHER INSURANCE CONTRACTOR DEEMS NECESSARY.
- F. **LIABILITY:** CONTRACTOR SHALL ONLY BE LIABLE FOR THE GROSS NEGLIGENCE, BAD FAITH & WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS OR EMPLOYEES. GREENSCAPES WILL NOT BE LIABLE FOR ANY SLIP AND FALL ACCIDENTS CAUSED BY SNOW, ICE OR WET CONDITIONS.
- G. **SUBCONTRACTS:** CONTRACTOR RESERVES THE RIGHT TO HIRE QUALIFIED SUBCONTRACTORS TO PERFORM SPECIALIZED FUNCTIONS OR WORK REQUIRING SPECIALIZED EQUIPMENT.
- H. **INVOICES:** CONTRACTOR SHALL SUBMIT WRITTEN MONTHLY SERVICE INVOICES FOR THE AMOUNT SET FORTH UNDER THE PRICES AND TERMS SHOWN ON PAGE 1 OF THIS CONTRACT. ANY SERVICES RENDERED, THAT ARE IN ADDITION TO OR BEYOND THE SCOPE OF WORK REQUIRED BY THIS AGREEMENT SHALL BE HANDLED BY SEPARATE CONTRACT & SHALL BE SEPARATELY BILLED.

II. OWNER'S/CLIENT'S RESPONSIBILITIES:

- A. **UTILITIES & PROPERTY LINE:** ALL UTILITIES REQUIRED, SHALL BE FURNISHED BY THE OWNER/CLIENT. ALL PUBLIC AND PRIVATE UTILITY & PROPERTY LINES ARE TO BE LOCATED BY OWNER/CLIENT.
- B. **ACCESS TO JOBSITE:** OWNER/CLIENT SHALL FURNISH ACCESS TO ALL PARTS OF JOBSITE WHERE CONTRACTOR IS TO PERFORM WORK AS REQUIRED BY THIS AGREEMENT OR OTHER FUNCTIONS RELATED THERETO, DURING NORMAL BUSINESS HOURS, DURING OTHER REASONABLE PERIODS OF TIME, AND IN CASE OF AFTER HOURS EMERGENCIES.
- C. **PAYMENT:** OWNER/CLIENT SHALL PAY ALL INVOICES SUBMITTED BY CONTRACTOR WITHIN 30 DAYS FOLLOWING WHEN THE CUSTOMER RECEIVES INVOICE. IN THE EVENT THAT FULL PAYMENT IS NOT MADE WITHIN 30 DAYS FROM THE DATE CLIENT RECEIVING INVOICE, ALL DELINQUENT AMOUNTS SHALL BEAR INTEREST AT THE RATE OF 1.5% PER MONTH. IN ADDITION, CONTRACTOR SHALL BE ENTITLED TO ITS ATTORNEY'S FEES, COSTS AND OTHER EXPENSES INCURRED AS A CONSEQUENCE OF HAVING TO PREPARE, FILE, ENFORCE AND/OR RELEASE ANY LIEN WHICH COMES ABOUT AS A CONSEQUENCE OF ANY NON-PAYMENT UNDER THIS CONTRACT.
- D. **NOTICE OF DEFECT:** OWNER/CLIENT SHALL GIVE CONTRACTOR AT LEAST 30 DAYS WRITTEN NOTICE TO CORRECT ANY PROBLEM OR DEFECT DISCOVERED IN THE PERFORMANCE OF THE WORK REQUIRED UNDER THIS CONTRACT. CONTRACTOR WILL NOT ACCEPT ANY DEDUCTION OR OFFSET UNLESS SUCH WRITTEN NOTICE IS GIVEN.
- E. **DAMAGE TO PROPERTY GROUNDS:** OWNER/CLIENT AGREES TO AND SHALL WAIVE, INDEMNIFY AND HOLD HARMLESS CONTRACTOR FROM & AGAINST ANY & ALL CLAIMS, ACTIONS, LIABILITIES, DAMAGES, LOSSES, COSTS, REPAIRS & EXPENSES ARISING FROM ANY & ALL DAMAGE TO THE PROPERTY ON WHICH SERVICES ARE PERFORMED. THIS INCLUDES, BUT IS NOT LIMITED TO DAMAGE TO SPEED BUMPS, CURBS, ASPHALT, PARKING LOTS, RIGHT OF WAYS, AND ROADWAYS ON WHICH SNOW REMOVAL SERVICES ARE PERFORMED. (REGARDING ARTICLE E. THIS PERTAINS TO SNOW REMOVAL ONLY)
- F. **INSURANCE:** OWNER/CLIENT IS RESPONSIBLE FOR OBTAINING ITS OWN PROPERTY AND LIABILITY INSURANCE, AS WELL AS ANY OTHER INSURANCE IT DEEMS NECESSARY TO PROTECT ITS OWN INTERESTS.

III. OTHER TERMS: CONTRACTOR RESERVES THE RIGHT TO RENEGOTIATE THE CONTRACT WHEN THE PRICE OF SERVICES PROVIDED ARE AFFECTED BY CHANGES TO ANY LOCAL, STATE, OR FEDERAL LAW, TAX, REGULATION OR ORDINANCE THAT GOES INTO EFFECT AFTER THE AGREEMENT IS SIGNED. CONTRACTOR ALSO RESERVES THE RIGHT TO ADD A FUEL SURCHARGE IF PRICE OF A GALLON OF GAS INFLATES OVER \$4.00 DURING THE CONTRACT TERM. IF SUCH A SITUATION OCCURS & OWNER/CLIENT REFUSES TO RENEGOTIATE OR NO NEW AGREEMENT CAN BE REACHED CONTRACTOR HAS THE OPTION OF CANCELING THE CONTRACT UPON SEVEN (7) DAYS WRITTEN NOTICE TO OWNER/CLIENT. FURTHER TERMS INCLUDE:

- A. **SUCCESSORS & ASSIGNS:** NEITHER THE OWNER/CLIENT NOR THE CONTRACTOR SHALL ASSIGN OR TRANSFER ANY INTEREST IN THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF THE OTHER. THIS CONTRACT SHALL BE BINDING ON & INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES & PERMITTED SUCCESSORS & ASSIGNS.
- B. **TIME IS OF THE ESSENCE:** TIME IS OF THE ESSENCE AS TO ANY PAYMENT & NOTICE REQUIREMENTS IN THIS CONTRACT
- C. **NOTICE:** ALL NOTICES REQUIRED IN THIS CONTRACT SHALL BE WRITTEN & SHALL BE DELIVERED OR SENT BY UNITED STATES MAIL, POSTAGE PREPAID, TO THE ADDRESS LISTED FOR EACH PARTY ON PAGE 1 OF THIS CONTRACT.
- D. **ARBITRATION:** ANY QUESTIONS OR DISPUTES ARISING OUT OF THE OPERATION OF THIS AGREEMENT WHICH THE PARTIES CANNOT RESOLVE BETWEEN THEMSELVES SHALL BE REFERRED TO BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. SUCH ARBITRATION SHALL BE HELD IN THE COMMONWEALTH OF KENTUCKY IN THE COUNTY IN WHICH THE WORK IS OR WAS SCHEDULED TO BE PERFORMED.
- E. **SEVERABILITY:** IF ANY PROVISION OF THIS CONTRACT OR THE APPLICATION THEREOF SHALL BE HELD INVALID OR UNENFORCEABLE TO ANY EXTENT, THE REMAINING PROVISION HEREOF SHALL NOT BE AFFECTED THEREBY & SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.
- F. **ENTIRE AGREEMENT:** THIS CONTRACT & ANY EXHIBITS OR ATTACHMENTS APPENDED HERETO CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NEITHER PARTY IS RELYING ON ANY VERBAL STATEMENTS OF THE OTHER. THIS CONTRACT MAY ONLY BE AMENDED BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

*IV. **TERMINATION:** THE AGREEMENT MAY BE TERMINATED BY WRITTEN NOTICE. UPON TERMINATION BY EITHER PARTIES, ANY UNPAID SERVICES RENDERED BY SHALL BE PAID IN FULL AT THE TIME TERMINATION TAKES EFFECT. THIS AGREEMENT MAY BE TERMINATED BY CONTRACTOR FOR NON-PAYMENT BY OWNER/CLIENT, UPON SEVEN (7) DAYS WRITTEN NOTICE AS STATED ABOVE. ALL PAYMENTS WILL BE PAID IN FULL BEFORE THE 30 DAYS IS UP OF CANCELLATION. THIS IS FOR SERVICES RENDERED BY GREENSCAPES, INC*

*A. **EARLY TERMINATION:** CLIENT IS RESPONSIBLE FOR PAYMENT OF THE CONTRACT IN ITS ENTIRETY. IN THE EVENT THE CLIENT OPTS FOR AN EARLY TERMINATION WITHIN A SERVICED CONTRACT, A CHARGE OF TWENTY PERCENT OF THE ANNUAL CONTRACTED AMOUNT WILL BE ASSESSED TO THE CLIENT, PRIOR TO TERMINATION.*

Customer Signature:

Date:









Lazaro Painting, LLC

ESTIMATE

To: City of Charlestown, IN
c/o Donna Coomer

Date: May 3, 2022

Project: City Hall – Exterior Building
Address: 304 Main Cross St, Charlestown IN 47111

Description of Work

Thank you for the opportunity to work on this project. We are pleased to quote as follows:

Exterior Paint **\$23,816**

- Includes exterior brick wall prep work/
scrape areas where paint is peeling off.
- Caulk cracks & holes
- Two (2) finishing coats on all exterior surfaces:
brick walls/Soffits/ Windows & Doors (selected colors)
- Includes: paint, labor & materials

Pressure wash exterior building **\$1,500**

- Includes: pressure wash all surfaces to paint
- Soffits/ brick walls/ doors & windows
- Sidewalk-rinse around building

Charlestown Square Lamp Posts **\$2,860**

- Includes: recoating exterior square lamp posts
- Oil base, black paint
- 12 lamp posts
- Includes: paint, labor & materials

Total: **\$28,176**



Charlestown City Hall Roofing Project

Proposed by:

B.J. Steele - Owner / CEO
RoofLynx
Cell (812) 670-7196
Email: bj@rooflynx.com



Charlestown City Hall – 304 Main Cross Street - Roofing Project

Date: April 19, 2022

To Whom It May Concern,

Thank you for the opportunity to submit a proposal for your roofing needs. Listed below is a budget & specifications for the completion of your roofing needs.

RoofLynx is a family-owned business serving Indiana, Kentucky, Ohio & the Greater Midwest. RoofLynx has over 30 years of experience and workmanship in the roofing industry. We also have been through our own in-house classroom and field education as well as the roof material manufacturer's field and classroom trainings.

RoofLynx work will be completed in the time frame both parties agree to. Work site to be cleaned and debris hauled away each day. The below prices, specifications and conditions are satisfactory and are accepted. All work order changes to be in writing, or with written PO, some additional cost may apply.

Note: No other work is included in this scope of work or cost unless stated in this proposal. All material is guaranteed to be as specified.

If you have any questions, please feel free to call BJ Steele (812) 670-7196.

Sincerely,

BJ Steele
Owner / CEO



ROOFLYNX

PROPOSAL/CONTRACT

EMAIL: streetsdirector@cityofcharlestown.com

TO: City of Charlestown c/o Albert Purcell – Streets Director TELEPHONE: **(502) 523-3650**
Roof Project Address: Charlestown City Hall – 304 Main Cross Street, Charlestown, IN 47111

We submit the following proposal for the price stated: **Section 1: Repair of the existing EPDM roof and Installation of a new roof coating restoration system totaling 1,400 square feet. Section 2: Install the new TritoFlex 2K system with TritoCryl 2K Acrylic Coating over the metal roof area totaling approximately 3,555 square feet on the adjoining building at the above location. The entire square footage at this property is approximately 4,955 square feet.**

Area #1: Repair of the EPDM roof and installation of the new roof coating restoration system on the low slope area totaling 1,400 square feet to be as follows:

- 1) Conduct a pre-job meeting with the appropriate personnel on the work site.
- 2) Secure materials and mobilize to project.
- 3) Properly set up a safe work site including proper safety lines.
- 4) Repair the Existing EPDM roof system as per the moisture scan and repair the edge at the gutter using compatible EPDM repair materials. Properly dispose daily.
- 5) Clean the EPDM roof with a rinse cleaner as per the manufacturer’s requirements.
- 6) Reinforce the EPDM seams with fabric and coating.
- 7) Install new white silicone restoration coating over the EPDM roof area at a 10-year warranty thickness as per the manufacturer’s specifications.
- 8) Provide owner with a **Ten (10) Year Manufacturer’s Material Warranty.**
- 9) Proper daily clean-up and disposal of construction related debris from construction site to “broom clean” condition.
- 10) All roof system components will carry a current UL Fire Rating Assembly.

NOTE: *This proposal is based on the above scope of work at the above address only. Any unforeseen conditions will be negotiated with the owner at that time. Owner agrees to cooperate with ROOFLYNX in the moving of vehicles, creating a roped off staging area for equipment set up and roof application for the project duration.

****ROOFLYNX is not responsible for any mechanical, electrical, plumbing, gutters, downspouts, deteriorated decking, wet insulation, interior damages due to normal roofing work, structural deficiencies, or any other components of the building that are not specifically identified by this proposal.**

We hereby propose to furnish the above complete and in accordance with the above specifications for the sum of: Seven Thousand Seven Hundred**Dollars (\$ 7,700.00*****)***

Owner Approves Scope of Work for Area #1: _____



Area #2: Install the new Triton Trito-Flex 2K roof system over the metal roof area with a white topcoat totaling 3,555 square feet to be as follows:

- 11) Conduct a pre-job meeting with the appropriate personnel on the work site.
- 12) Secure materials and mobilize to project.
- 13) Properly set up a safe work site including proper safety lines.
- 14) Clean the existing metal roof to create a clean working surface.
- 15) Tighten or replace missing fasteners as needed.
- 16) Prime the existing metal roof as per the manufacturer's specifications.
- 17) Install 60 mils of Trito-Flex 2K rubber roof coating over the entire roof area including over the EPDM trough area along the perimeter edges.
- 18) Install 20 mils of Trito-Cryl 2K instant set acrylic roof coating over the entire roof area.
- 19) Provide owner with a **Ten (10) Year Manufacturer's Material Warranty**.
- 20) Provide chimney caps for the 3 chimneys on the roof. Properly fasten.
- 21) Proper daily clean-up and disposal of construction related debris from construction site to "broom clean" condition.
- 22) All roof system components will carry a current UL Fire Rating Assembly.

NOTE: *This proposal is based on the above scope of work at the above address only. Any unforeseen conditions will be negotiated with the owner at that time. Owner agrees to cooperate with ROOFLYNX in the moving of vehicles, creating a roped off staging area for equipment set up and roof application for the project duration.

****ROOFLYNX is not responsible for any mechanical, electrical, plumbing, gutters, downspouts, deteriorated decking, wet insulation, interior damages due to normal roofing work, structural deficiencies, or any other components of the building that are not specifically identified by this proposal.**

We hereby propose to furnish the above complete and in accordance with the above specifications for the sum of: Thirty-Six Thousand Four Hundred and Thirty-Nine**Dollars (\$ 36,439.00*****)***

Owner Approves Area #2: _____

Total project cost for both roof areas to be: Forty-Four Thousand One Hundred and Thirty-Nine**Dollars (\$ 44,139.00*****)***



Payment to be made as follows: 50% payment upon signing contract, 40% payment due upon completion of the roof project, and final 10% retainage due upon the issuance of the warranty. All payments due upon receipt. A service charge of 1% per month (annual rate 18%) will be charged on overdue invoices. Any alteration or deviation from the specification herein agreed upon involving extra cost of labor and material will be executed upon written order for same. Contracts made by workmen not recognized. This proposal does not include any removal of present roof unless specified above.

ACCEPTANCE OF CONTRACT

The foregoing terms, specifications and conditions are satisfactory and same are hereby accepted. This agreement shall be the contract between the parties hereto and you are hereby authorized to perform the work as herein specified.

B.J. Steele

Owner / CEO

April 19, 2022

Signed: _____

Title: _____

Date: _____, 20____

Due to Material Price Fluctuations, This Proposal Void 10 Days From Date, Unless Signed and Returned to Contractor.