

**CONTRACT BETWEEN THE CITY OF FRANKLIN AND  
BROWN REMODELING COMPANY, INC.**

THIS CONTRACT, entered into as of the \_\_\_\_\_ day of November, 2012, by and between the City of Franklin, Indiana (hereinafter referred to as "Owner"), and Brown Remodeling Company, Inc., (hereinafter referred to as ("Contractor")).

WHEREAS, Owner has received quotes for the furnishing of labor, equipment and all material for the removal of existing flat roof and underlayment material, including all millwork, trim, painting and installation of new roofing and flashing on the Franklin City Hall; and

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

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

NOW, THEREFORE Owner and Contractor for the considerations 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 workmanlike manner according to industry standards. This work shall be for the removal of existing flat roof and underlayment material, including all millwork, trim, painting and installation of new roofing and flashing as set forth on the attached Estimate's dated February 16<sup>th</sup>, 2012 and identified as Exhibit "A" in two (2) parts. All work shall be performed as submitted in the bid and no other work outside said bid is promised or implied. All material 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".

2. Approximate Start and Completion Date. The parties agree that the product and material order will be placed immediately upon execution of the contract. Once the products are received by Contractor, the parties anticipate that the work shall begin immediately, weather permitting. It is agreed that Contractor shall make a good faith effort to complete the work contracted herein as soon as reasonably possible. Upon completion of the work, Contractor will remove all debris, surplus material from City Hall 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 order is prepared in writing, 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, acts of public utilities, public bodies, or other contingencies not reasonably foreseen by Contractor and beyond the reasonable control of Contractor. If Contractor fails to timely complete all work required under the scope of services, Owner 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 the payment for said project shall be in the amount of \$6,375.00 to be paid in its entirety upon satisfactory completion of the work to include all materials, labor, installation, removal and disposal of debris and clean-up as submitted in Contractor's bid. The payment schedule shall be as follows:

|                      |   |            |
|----------------------|---|------------|
| 0% Down Payment      |   | \$0.00     |
| 100% Upon Completion | Upon completion of entire scope of work | \$6,375.00 |
|                      | Total                                   | \$6,375.00 |

7. 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 Owner 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 Owner and shall remain throughout the course of the project.

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

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

b. Contractor represents individually and on behalf of Brown Remodeling Company, Inc. 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.

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

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

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

12. Contractor certifies that it is in compliance with all anti-discrimination policies as required by law.

**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”**  
**Brown Remodeling Company, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“OWNER”**  
**City of Franklin**

**INTRODUCED & APPROVED** by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this \_\_\_\_\_ day of November, 2012.

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

Voting Affirmative:

Voting Opposed:

\_\_\_\_\_  
Mayor Joseph E. McGuinness

\_\_\_\_\_  
Mayor Joseph E. McGuinness

\_\_\_\_\_  
Steve Barnett

\_\_\_\_\_  
Steve Barnett

\_\_\_\_\_  
Robert Swinehammer

\_\_\_\_\_  
Robert Swinehammer

Attest:

\_\_\_\_\_  
Janet P. Alexander, Clerk Treasurer

Prepared by: Lynnette Gray  
Attorney No.: 11567-41



Franklin Window And Door, Inc.

112 W. Jefferson St.

Franklin, IN 46131

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 2/16/2012 | 222        |

| Name / Address   |
|--|
| City of Franklin<br>Court Street<br>Franklin In, 46131 |

|  |     |       | Project      |
|--|-----|-------|--------------|
|  |     |       |              |
| Description  | Qty | Rate  | Total        |
| Demo<br>Removal of existing flat roof and underlayment material.<br>Removal and disposal of existing crown molding, dentil cornice and fascia material | 16  | 50.00 | 800.00       |
| Millwork & Trim<br>Install new Azek solid PVC crown molding, dentil cornice and fascia board   | 18  | 50.00 | 900.00       |
| Painting<br>Caulk, prime and paint new Azek exterior moldings to match existing colors   | 8   | 50.00 | 400.00       |
| Roofing, Flashing<br>Install new flashing on flat roof area and set into mortar joint  | 4   | 50.00 | 200.00       |
| <div data-bbox="354 1558 657 1738"><p><b>EXHIBIT</b></p><p>tabler "A in 2 part"</p></div>  |     |       | <b>Total</b> |

| Phone #      | Fax #        | E-mail                           | Web Site                      |
|--------------|--------------|----------------------------------|-------------------------------|
| 317-654-0380 | 317-494-6031 | SBrown@FranklinWindowAndDoor.com | www.FranklinWindowAndDoor.com |



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112 W. Jefferson St.  
Franklin, IN 46131

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| 2/16/2012 | 222        |

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| Name / Address   |
| City of Franklin<br>Court Street<br>Franklin In, 46131 |

|  |     |              | Project           |
|--|-----|--------------|-------------------|
|  |     |              |                   |
| Description  | Qty | Rate         | Total             |
| Roofing<br>Install new 1/2 in fiberboard underlayment on flat roof area with mechanical fasteners.<br>Install new .060 rubber roof membrane.<br>Install new metal drip edge on flat roof area. | 24  | 50.00        | 1,200.00          |
| Materials<br>Roofing materials / Molding materials / Paint Materials / Lift Rental 2 days  |     | 2,875.00     | 2,875.00          |
|  |     | <b>Total</b> | <b>\$6,375.00</b> |

| Phone #      | Fax #        | E-mail                           | Web Site                      |
|--------------|--------------|----------------------------------|-------------------------------|
| 317-654-0380 | 317-494-6031 | SBrown@FranklinWindowAndDoor.com | www.FranklinWindowAndDoor.com |