

**Town of Georgetown
Regular Meeting
May 18, 2026
At 6:30 P.M.**

Pledge of Allegiance

Roll Call:

Council members present: Chris Loop, Brandon Hopf, Jason Parrish, and Doug Wacker.

Also attending: Julia Keibler, Kristi Fox, Bob Woosley, Reny Keener, and Megan Rogge.

Members not present: Matt Nolan and Travis Speece.

Approval of Minutes

Doug Wacker made a motion to approve the regular Town Council Meeting Minutes from April 20, 2026. Seconded by Jason Parrish and approved 3-0-1. Chris Loop abstained.

Canal Lane Renovation

James Shireman with Shireman Construction is in attendance. We received bids for the renovation of 1618 Canal Lane and there are some recommendations.

Brandon Hopf made a motion to approve Bid Package #1 Scottsburg Glass for \$9,083.00. Seconded by Chris Loop and approved 4-0.

Doug Wacker made a motion to approve Bid Package #2 Ables Drywall for \$56,890.00. Seconded by Jason Parrish and approved 4-0.

Jason Parrish made a motion to approve Bid Package #3 Chambers Painting Contraction for \$25,170.00 and alternate bid for \$1,700.00. Seconded by Brandon Hopf and approved 4-0.

There was no bid for package #4.

Chris Loop made a motion to approve Bid Package #5 Flooring Concepts for \$40,027.00. Seconded by Doug Wacker and approved 4-0.

There was no bid for package #6.

Brandon Hopf made a motion to approve Bid Package #7 Rite-Way Plumbing for \$51,123.00 and Alternate Bid \$14,124.00. Seconded by Jason Parrish and approved 4-0.

Doug Wacker made a motion to approve Bid Package #8 Cobb Heating & Cooling for \$100,000.00 and Alternate Bid \$13,000.00. Seconded by Chris Loop and approved 4-0.

Brandon Hopf made a motion to approve Bid Package #9 Larimore Electric for \$47,122.00 and Alternate Bid \$16,280.00. Seconded by Chris Loop and approved 4-0.

Doug Wacker made a motion to approve Bid Package #10 Schroeder Builders for Alternate Bid \$149,256.00. Seconded by Chris Loop and approved 4-0.

Jason Parrish made a motion to allow Chris Loop to sign the GMP Exhibit A. Seconded by Brandon Hopf and approved 4-0.

Clerk Treasurer- Julia Keibler

Brandon Hopf made a motion to approve Pay App #4 from C & R Construction for the sidewalk project \$39,817.80. Seconded by Doug Wacker and approved 4-0.

Last month we bought the incinerator for the police department and when we received their invoice there was a difference of \$80.00 between that and the interlocal agreement that was signed. An additional motion is needed to cover the \$80.00.

Chris Loop made a motion to approve and additional \$80.00 for the Police Department incinerator. Seconded by Jason Parrish and approved 4-0.

Police Department – Megan Rogge

Patrol vehicle computers are installed and up and running. The drug take back program in less than a month, between Georgetown and the Health Department, has collected 77.68 lbs. of prescription medications and destroyed them. The police department is in the process of becoming a digital fingerprint process site. They have applied for the Comprehensive Highway Injury Reduction Grant. It is a reimbursement grant that has been submitted for \$39,578.40 and focuses on seatbelt enforcement, school bus stop arm violations as well as driving under the influence. The department attended Prosser's field day and an advisory board meeting.

Chris Loop made a motion to approve the promotion of Officer Justin Craig from a probation officer to Class A Patrolman with a salary of \$59,645.91 with an effective date of 5-21-2026. Seconded by Doug Wacker and approved 4-0.

Town Manager- Reny Keener

The Houchin federal funding for sidewalks sent a letter saying that they are gathering information and should be sending it to us soon.

The new website is up. There have been some issues with not everything transferring over and some information has been mixed up. Reny Keener has been in touch with Tyler Technologies to get them fixed.

Access control and cameras for the new town hall was a bid item that was pulled from Shireman Construction. There are two quotes that were received from four companies that we reached out to. Aptek is out of Indianapolis and the other is Midwest Securities also from Indianapolis. It will be an additional cost to the new town hall. A FEMA grant has been submitted to pay for the new camera system, but they have been put on hold.

Aptek – Police Garage	\$ 26,304.43
Town Hall	<u>\$ 89,963.38</u>
	\$116,267.81

Midwest Securities – Police Garage	\$19,724.96
Town Hall	<u>\$77,333.93</u>
	\$97,058.89

Jason Parrish made a motion to approve the low quote from Midwest Securities of \$97,058.89. Seconded by Brandon Hopf. A vote did not take place.

Extra funds will come from German American.

Jason Parrish made a motion to approve \$97,058.89 for Midwest Security for the surveillance and access controls at 1618 Canal Lane to be paid for out of the German American Fund 8821. Seconded by Brandon Hopf and approved 4-0.

Chris Loop made a motion that the total project cost of \$325,801.66 from Fund 2506 will be spent first to pay those invoices and then the subsequent project total which could go up to \$903,921.79 to be paid out of Fund 8821 the Town Investment Fund. Seconded by Brandon Hoft and approved 4-0.

All invoices should be submitted before the meeting and there should only be one invoice from Shireman each month for the 1618 Canal Lane renovation. There will not be separate invoices for each contractor.

Steve Tolliver from Aqua Utilities sent out an email before the meeting. The sludge press runs about once a week and maintenance is routinely performed. There has been a deterioration of the performance of the equipment. MSD environmental came out and did an inspection. There are two quotes and the \$14,079.62 lists everything that they saw that needs to be

addressed including travel time and preventative maintenance. If we only do what must be done the quote is \$8,055.18.

Doug Wacker made a motion to approve Option A for \$14,079.62 to be paid for out of Fund 6208. Seconded by Jason Parrish and approved 4-0.

Town Attorney- Kristi Fox

Nothing to report.

Town Engineer - Bob Woolsey

Ballpark

The park bids were opened at the last meeting. Packages were accepted for the site work, the playground and the splashpad. The playground and splashpad submittals were an evaluated bid meaning we scored those and ranked them based on a whole series of criteria. Price was one component but not the component in the determining factor. There was a lot of thought put into a theme and use.

For the playground we recommend that we go with PlayPros. They scored 97 out of 100. Sinclair was 89 out of 100. Rileys was 86 out of 100. Great Lakes Recreation submitted two options. One was 80 out of 100 and the other was 77 out of 100. PlayPros was not the lowest cost, but their features, theme, components and equipment stood out. They went with a railroad theme.

The recommendation from the committee consisting of Bob Woosley, Chris Loop and Reny Keener for the playground is the PlayPros submittal for a price of \$1,171,419.00.

There were only two submittals for the splashpad. There is a significant cost difference because of the equipment. PlayPros scored 95 out of 100. Great Lakes Recreation scored 90 out of 100. PlayPros was \$658,567.00 and Great Lakes Recreation was just under \$499,842.00. PlayPros has two major focal points. One is a tipping bucket and the other feature no one else has is a slide. Great Lakes Recreation had a tipping bucket that was toned down and they could be more robust, but it was not submitted to us.

The recommendation from the committee for the splashpad is PlayPros.

The projects should be completed in 270 days. It will be completed sometime next year. The lead time for the equipment is 6-8 weeks.

The parking lot, sidewalks, and everything outside of the actual splash pad and playground areas, is considered the site work. They will build a parking lot, concrete sidewalks, parking on

Lois Lane, storm drains, sanitary sewer, water lines etc. It will be everything that is not part of the actual playground, splash pad, equipment and surface.

The lowest bidder was Song Construction at \$850,000.00. The next bidder was Riley's Excavating at \$894,558.00. C&R Construction was a little over a million dollars. Dan Christiani Construction was around \$1.2 almost \$1.3 million. Every meeting we open bids and they are contingent upon review of all documents.

When they were reviewed, Bob Woosley found a bid item that concerned him in the walls. There are 605 feet of CMU block walls. Most of the bidders all submitted pricing for the wall with the lowest pricing being around \$70,000.00 except for Song. Song bid the wall at \$605.00. It was concerning and so Bob Woosley reached out to make sure that they understood the scope of work for that line item. He gave them the details that this is a wall with a cap and a veneer addition on the front to give it a stone look. It is not just cinder blocks stacked up. There are footers and drainage and there is a lot to this wall. They replied that yes; they understood the scope and stood behind their number.

Bob Woosley checked references. Song is a younger company and all the references checked out but a common theme was that they were small projects. Song will be using some subs like Temple & Temple and other companies that we are familiar with.

There is no place for them to cut corners, and they must follow the spec set. They know the timeline.

Right now, we have funding and if we use Song's number, the recommended playground and splashpad, we are around \$2.68 million total. We have funding today of READI money of almost \$1.5 million. We previously committed \$1 million of town money and Patronicity is around \$104,000.00. That gets us to about \$2.6 million. It leaves about an \$80,000.00 gap on top of the \$1 million that the town will contribute. We can deduct some things or pull some work out of the overall project if needed. We can also look at some sponsorships.

The work will be inspected regularly. The gentleman who started Song used to be at Mac Construction and was an estimator there. He also worked at Temple and Temple. He has experience but the company cannot show experience. All other line items are in order except for that one item. If the company goes over the 270 days, there will be liquidated damages in the contract they signed. Bid item #34 has been confirmed by Song that it includes all work necessary to build, as shown in detail, what is in the plan.

Site Improvements

Brandon Hopf made a motion to approve the apparent low bidder Song Construction for \$850,000.00. Seconded by Jason Parrish and approved 4-0.

Park Playground - RFP

Doug Wacker made a motion to approve the highest scoring PlayPros at 97 points out of 100 with a price of \$1,171,419.00. Seconded by Chris Loop and approved 4-0.

Splashpad - RFP

Jason Parrish made a motion to approve the highest scoring PlayPros at 95 points out of 100 with a price of \$658,567.00. Seconded by Doug Wacker and approved 4-0.

Additional Park Funding

Chris Loop made a motion to allocate up to \$80,000.00 to fund the Georgetown Park Improvement Project from Fund 8821 the Town of Georgetown Investment Account. Seconded by Jason Parrish and approved 4-0.

The \$80,000.00 will be paid from German American after all other funds have been used.

Sidewalk Improvements

We did not do the piece on the west side of town. C & R is still under construction, and they gave us a good quote and are still under contract. We put Phase III on hold because of funding. Phase IV was partially paid for by the Community Foundation.

On the current construction there are items that we have had to add and delete. We are going to have to ask for additional funds up to \$45,000.00 mainly because of wall changes. We are trying to better the slope in front of the Optimist Club. We may not need the entire amount and change orders will be brought back.

There is a small tree next to the wall by the Post Office. The owner of the property has two trees. A larger tree in back and a smaller tree in the front. We were able to avoid the smaller tree in the front and it sits just off the wall. The concern is that it may not survive and may cause damage to the wall. The owner of the property would like it to be removed. It will cost around \$2,000.00. An official change order will be brought back.

Chris Loop made a motion to approve the \$2,000.00 to remove the small tree on the wall. Seconded by Brandon Hopf and approved 4-0.

There was also a section of sidewalk damaged by Mainstream right after we poured it. It has been fixed by our contractor. It is about \$1,300.00. The invoice should be sent to Mainstream. There were also several roads in town that were damaged. The invoice for the sidewalk damage will be listed in a change order.

Destiny Solutions

The work has been completed and patch is done.

Wastewater Treatment Plant

Several wall leaks need to be repaired. There are very few people that do this type of work. AJ Enterprises finally gave us a quote to make the concrete repairs. The price is approximately \$5,000.00 - \$6,000.00. Sometimes the leaks fix themselves.

Chris Loop made a motion to allow spending up to \$6,000.00 with AJ Enterprises not to exceed the amount to fix the two cracks of the walls of the Wastewater Treatment Plant and for this to be paid from 6208 Wastewater Capital Improvement. Seconded by Brandon Hopf and approved 4-0.

Woodbridge Farms

Last month at the meeting we had some property owners of Woodbridge Farms made us aware of some issues we are having there. We did some investigating. We ramped up our flushing activities and not long after that is when Woodbridge Farms started having problems.

Everyone has been working on this issue and last week there was something that broke free when they were flushing the system. The system is now working the way they should and so are the pumps. Bob Woosley will be back with methodical cleaning schedules and then they are going to add some additional flushing ports.

The residential homes are all working properly now. The cleaning process will continue. We had to call Lawson to assist with their heavy equipment with the flushing. There will be additional invoices from them because of this issue.

Maplewood Business Park Lift Station

When we did the improvement project, we used the old wet well and converted it to a manhole to save money. It has worked well but we are now getting ground water infiltration. We are now getting so much ground water that it is overwhelming the lift station, and it is constantly pumping clean water. Rileys came out and looked at it with a dewatering pump. We would like to replace the old wet well with a precast structure that is watertight. The price is \$29,960.00.

Chris Loop made a motion to approve the manhole replacement at Maplewood Business Park for \$29,960.00 and for those funds to be paid out of Wastewater Capital Improvement 6208. Seconded by Brandon Hopf and approve 4-0.

Plat Approval

There is a plat that has gone through the BZA and now through the Plan Commission. It needs a signature from the Town Council. A vote is needed to approve and allow the Vice President of the Board to sign it on behalf of the Town Council and the Sewer Board.

Jason Parrish made a motion to approve the plat and allow the Vice President of the Board to sign it on behalf of the Town Council and the Sewer Board. Seconded by Brandon Hopf and approved 3-0-1. Chris Loop abstained.

Plan Commission

There was a meeting tonight and they do expect to meet on Monday, June 15, 2026, at 4:30 P.M. to discuss the proposed new Planning and Zoning Code with historic overlay.

Redevelopment Commission

There was a façade grant that was approved.

Agenda Items / New Business

Addition to PERF

There was a new hire for Public Works, and he is eligible to sign up for PERF. This is a resolution to add that position to the program.

R-26-02, Resolution Electing to Join or Enlarge the Public Employees Retirement Fund (PERF) as administered by the Indiana Public Retirement System

Brandon Hopf made a motion to approve R-26-02, Resolution Electing to Join or Enlarge the Public Employees Retirement Fund (PERF) as administered by the Indiana Public Retirement System. Seconded by Doug Wacker and approved 4-0.

Georgetown Historical Walks

Betty Jackson-Edelen is the town historian. She has started a Facebook Group called HistoricalGeorgetown,IN. It is growing and up to almost 150 followers. The Ball State report suggested town tours. She would like to do actual walking tours that will be about a 2 ½ hour tour. Steve Goben has offered to pay for a Port-A-Potty.

Betty Jackson-Edelen would like the town's permission to do these walks. Some type of release will be needed so that if someone gets hurt, we will not be sued. Suggestions are needed regarding where to put the Port-A-Potty.

Chris Loop made a motion that we vote to support and approve Betty Jackson-Edelen's actions with the Georgetown Historical Walk as described. Seconded by Doug Wacker and approved 4-0.

Parking Tickets

Denise McCleery was not present.

Claims Docket

Doug Wacker made a motion to approve the Claims Docket. Seconded by Brandon Hopf and approved 4-0.

Miscellaneous Business


Destination Georgetown

Tim Meyer appreciated the town's support at Nova Park. The utility pole banners will be measured out this month and hopefully will be out for 4th of July. Gaming funding is still unavailable.

Adjournment


Jason Parrish made a motion to adjourn the meeting. Seconded by Brandon Hopf and approved 4-0.

Minutes approved by:



Christopher Loop, President

Brandon Hopf, Vice President



Jason Parrish

Doug Wacker



Matt Nolan

Attest:



Julia Keibler, Clerk Treasurer

CONTINUATION SHEET

TO: Town of Georgetown
 FROM: C&R Construction
 598 Schwartz RD, NW
 Corvallis, IN 47112

PROJECT: Town of Georgetown
 Sidewalk Imp

APPLICATION NUMBER: 4
 APPLICATION DATE: 5/8/2026
 PERIOD TO: 5/8/2026
 PROJECT NUMBER: 25298
 SUBCONTRACT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C QTY	D UNIT PRICE	E SCHEDULED VALUE	F QUANTITIES		G WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	H E THIS PERIOD	I MATERIALS PRESENTLY STORED (NOT IN DORE)	J TOTAL COMPLETED AND STORED TO DATE (D+E+I)	K % (G + I)	L BALANCE TO FINISH (C - G)	M RETAINAGE
					Previous App	This App							
Phase IV (Sheets 5-7)													
1	Sidewalk	1460.00	55.00	80,300.00	723.00	267.00	39,765.00	14,685.00	0.00	54,450.00	67.81%	25,850.00	5,445.00
2	Realigning Wall Construction	867.00	56.00	48,552.00	320.00	320.00	5,950.00	17,920.00	0.00	17,920.00	36.91%	30,632.00	1,792.00
3	12" Storm Pipe	340.00	85.00	28,900.00	70.00	30.00	5,100.00	2,550.00	0.00	8,500.00	29.41%	20,400.00	850.00
4	12" Headwalls	8.00	1,700.00	13,600.00	3.00	2.00	5,100.00	3,400.00	0.00	8,500.00	62.50%	5,100.00	850.00
5	12" Standard Catch Basin	3.00	2,700.00	8,100.00	0.75	0.00	8,250.00	0.00	0.00	8,250.00	75.00%	8,100.00	0.00
6	Junction Structure (7.5' x 5')	1.00	11,000.00	11,000.00	1.00	0.00	18,000.00	0.00	0.00	18,000.00	100.00%	2,750.00	825.00
7	Junction Structure (7.5' x 5') - Headwall	1.00	18,000.00	18,000.00	1.00	0.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	1,800.00
8	Re-Grade Swale/Install rip rap w/ filter fabric (Marac)	1.00	1,100.00	1,100.00	1.00	0.00	1,100.00	0.00	0.00	1,100.00	100.00%	0.00	0.00
9	Modify Existing Rip rap area along sidewalk	1.00	4,500.00	4,500.00	0.75	0.25	8,511.00	2,837.00	0.00	11,348.00	100.00%	4,500.00	0.00
10	Clearing, Grading and demo	1.00	11,348.00	11,348.00	0.75	0.10	3,750.00	500.00	0.00	4,250.00	85.00%	750.00	425.00
11	EPSC Items (asfall and maintenance)	1.00	5,000.00	5,000.00	0.50	0.25	2,500.00	1,250.00	0.00	3,750.00	75.00%	1,250.00	375.00
12	Site Restoration (seed w/ straw matting)	1.00	12,500.00	12,500.00	1.00	0.00	12,500.00	0.00	0.00	12,500.00	100.00%	0.00	1,250.00
13	Mob / Demos	1.00	5,000.00	5,000.00	0.75	0.00	3,750.00	0.00	0.00	3,750.00	75.00%	1,250.00	375.00
14	Traffic Control	1.00	3,000.00	3,000.00	1.00	0.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	300.00
15	Bonds	1.00	3,000.00	3,000.00	1.00	0.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	300.00
Total Construction Cost				255,900.00	111,076.00	44,242.00	0.00	155,318.00	61%	100,582.00	16,571.80		

SKIMOIL LLC

1891 GEORGETOWN ROAD
HUDSON, OH 44236-4059

Invoice

Date	Invoice #
3/18/2026	60318G

Bill To
Town of Georgetown 9111 State Road 64 Georgetown, IN 47122

Ship To
Georgetown Police Department 1636 Henriott Rd Georgetown, IN 47122 Travis 812-267-9277

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
order form	Net 30	SH	3/18/2026	Prepay and Add		
Quantity	Item Code	Description			Price Each	Amount
1	DT101	Drug Terminator - 110V, Portable Drug Incinerator.			5,695.00	5,695.00
	S&H chgs.	Shipping and handling			395.00	395.00
					Total	\$6,090.00

May 15, 2026

Since 1957:

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GMP "Exhibit A"

Guaranteed Maximum Price Amendment to the AIA Document A133-2019 (3.2.6)
between The Town of Georgetown and James L. Shireman Inc.

Project Name: Town of Georgetown, Indiana "Town Hall Relocation"
Town of Georgetown, Indiana "Alt #1 Vehicle Storage Building"

Owner: Town of Georgetown, Indiana

CMc: James L. Shireman Inc.

Basis (3.2.3)

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- 1.) A list of the Drawings, Specifications, and all Addenda:
 - a. Drawings with noted specifications "Town of Georgetown Indiana, Town Hall Relocation" and "Town of Georgetown Indiana, Alt #1 Vehicle Storage Building" both documents dated November 21, 2025.
 - b. Addenda 1 dated: March 27, 2026
 - c. Addenda 2 dated: April 9, 2026

- 2.) A list of the Clarifications and Assumptions made by the Construction Manager in preparation of the GMP proposal, including assumptions under Section 3.2.2: All required change order statutes and contract terms will be complied with for each of the below identified assumptions.
 - a. It is assumed that the Town of Georgetown will execute the landscaping portion of the project.
 - b. It is assumed that if Asbestos is located in the building it will be remediated by the Owner.
 - c. It is assumed that if any solid rock is encountered in the excavation of the vehicle storage building it will be at an additional cost.

- d. Should the Masonry, Doors, Hardware, and walls change in the scope of work, this will be assumed that it will be at an additional cost.
- e. It is assumed the Cost of Permits and Insurance such as Builder's Risk will be paid by the Owner. (Addendum #2)
- f. All new and relocated doors are to be 20-minute fire rating. Should this occur, it will be at an additional cost. (Addendum #2)
- g. Any requested ceramic tile work will be at additional cost. (Addendum #2)
- h. Access Controls and Security Cameras will be a direct contract with the Owner. Any additional work requested of CMC in regards to this will be a change order.
- i. Blinds are included at \$12,000, Specialties at \$10,000 allowance.
- j. Additional Masonry was added at Evidence Room 101 (Vehicle Storage Building)
- k. Drywall and fiberglass insulation was changed to metal panel and spray applied insulation. (Vehicle Storage Building)
- l. Bond premium cost is additional compensation based on final contract amount.
- m. It is assumed the Owner will pay for temporary utilities.
- n. We assume Duke Energy supplies secondary power from existing transformer to new vehicle storage building. We assume this will be an additional cost.
- o. The electrical panels on the lower level may need to be relocated to East wall due to spacing and sizing. (L&M Panels)

❖ End of Clarifications and Assumptions

- 3.) A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories, including allowances; the Construction Manager's contingency set forth in Section 3.24; General Conditions and Construction Manager's Fee.

Estimate of the Cost of the Work is based on Bids received on April 20, 2026:

Church Renovation Estimated Cost of the Work:

General Conditions:	\$109,000
Self-Performing Work:	\$197,000
<u>Low Bids for Church:</u>	<u>\$329,415</u>
	\$635,415
<u>CMc Fee (3.5%):</u>	<u>\$22,239.52</u>
Base Cost Total:	\$657,654.52

Alt#1 Estimated Cost of the Work:

General Conditions:	\$61,100
Self-Performing Work:	\$104,000
<u>Low Bids for Alt #1:</u>	<u>\$194,360</u>
	\$359,460
<u>CMc Fee (3.5%):</u>	<u>\$12,581.10</u>
Alt#1 Cost Total:	\$372,041.10

Total Cost Base + Alt #1: \$1,029,695.62

10% Contingency: \$102,969.56

Town of Georgetown, Indiana
Town Hall Relocation & Alternate #1 Vehicle Building Storage Building Project
1618 Canal Ln, Georgetown, IN 47122
Bid Opening 4/20/26
6:30 P.M.

BID PACKAGE	BIDDER	BASE BID CHURCH RENOVATION	Alternate #1 VEHICLE BUILDING STORAGE BUILDING
BP #1 Aluminum Storefront Windows	KPG Glass	\$25,640.00	No Bid
	Scottsburg Glass	\$9,083.00	No Bid
BP #2 Drywall, Acoustical Ceilings, FRP	Ables Drywall	\$56,890.00	No Bid
BP #3 - Painting	Chambers Painting Contracting	\$25,170.00	\$1,700
	Martin Painting	\$66,240.00	No Bid
	Higginbotham Painting	\$28,701.00	\$5,820.00
BP #5- Floor Coverings	Dearing Flooring Center	\$46,000	\$3,700.00
	Flooring Concepts	\$40,027.00	No Bid
BP #7 - Plumbing	Rite-Way Plumbing	\$51,123.00	\$14,124.00
BP #8 - HVAC	Cobb Heating & Cooling	\$100,000	\$13,000
BP #9 - Electrical	Larimore Electric	\$47,122.00	\$16,280
BP #10 - Rough Carpentry Metals	Schroeder Builders	No Bid	\$149,256.00

SHIREMAN
CONSTRUCTION

4.) The anticipated date of Substantial Completion upon which the proposed GMP is based:

a. **Anticipated Date of Substantial Completion:**

January 19, 2027

5.) A date by which the Owner must accept the Guaranteed Maximum Price:


a. **Date of Acceptance of the GMP:**

May 18, 2026

- ❖ The GMP is subject to additions and deductions by Change Order.
- ❖ All required change order statutes and contract terms will be complied with.



Chris Loop
Town of Georgetown, Indiana



James L. Shireman
James L. Shireman, Inc.

*DBA: Shireman
Construction*

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Town of Georgetown (“Owner”) and
Song Construction (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a new parking lot, storm piping, site utilities, site light, sidewalks, general site improvements and site grading per the plans titled “Construction Plans for Georgetown Community Park” prepared by Heritage Engineering dated March 3, 2026.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Georgetown Park Site Improvements Project

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Heritage Engineering.
3.02 The Owner has retained Heritage Engineering (“Engineer”) 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 the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*
A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*
A. The Work will be substantially completed on or before February 26, 2027, and completed and ready for final payment on or before March 30, 2027.

4.03 *Liquidated Damages*
A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 1,500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$ 1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$850,000.00.
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by Engineer.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25 day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
- a. 97 percent of Work completed (with the balance being retainage); and
- b. 97 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of N/A percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance and Payment bonds (pages 1 to 9, inclusive).
 - 3. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 13, inclusive).
 - 4. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on June 1, 2026 (which is the Effective Date of the Contract).

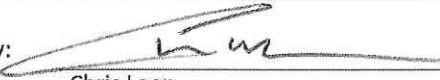
OWNER:

CONTRACTOR:

Town of Georgetown

Song Construction

By:


Chris Loop

By:


Jason Uhl

Title: Town Council President

Title: President

Attest:



Attest:



Title:

Clerk Treasurer

Title:

VP of Daily Operations

Address for giving notices:

Address for giving notices:

Town of Georgetown

Song Construction

9111 SR 64 (PO Box 127)

11815 Losson Road

Georgetown, IN 47122

Palmyra, IN 47164

License No.:

(where applicable)