



City of Greencastle
Board of Works
Regular Session
Mikayla Johnson - Clerk Treasurer

January 15, 2025 | 4:30 PM
City Hall
One North Locust Street, P.O. Box 607
Greencastle, Indiana 46135

AGENDA

- I. Pledge of Allegiance**
 - II. Call to Order; Roll Call**
 - III. Special Requests**
 - A. Sewer Leak Adjustment - 601 N. Arlington - \$1,151.50
 - IV. Approval of Minutes**
 - A. Approval of Minutes - December 18, 2024
 - V. Approval of Claims**
 - A. Water
 - B. Wastewater
 - VI. Department Reports**
 - A. Cemetery - Jason Keeney
 - B. Fire Department - Rob Frank
 - C. Planner - Blaine Rout
 - D. Police Department - Chris Jones
 - E. Department of Public Works - Andrew Rogers
 - F. Water & Wastewater Department - Oscar King Jr.
 - G. City Attorney - Laurie Robertson Hardwick
 - H. Park & Recreation - Jason Keeney
 - VII. Old Business**
 - VIII. New Business**
 - A. Amendment to Service Contract with Fishbeck, Inc.
 - B. Contract with Insituform Technologies USA, LLC
 - IX. Adjournment**
-

Persons who require assistance or need information regarding access to the meeting and the availability of special facilities are requested to telephone Laurie Hardwick, ADA Coordinator, at (765) 655-2301 or (765) 653-3100, at least three days in advance of the meeting.



Department Report

MEETING DATE

January 15, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. Sewer Leak Adjustment 601 N Arlington

$$\begin{array}{r}
 \text{Usage } 15 + 164 = 179 \\
 \text{Ave } 2 \times 2 = \frac{-4}{175} \\
 \times 6.58 \\
 \hline
 \end{array}$$

Greencastle Municipal Sewer Leak Adjustment

Customer Name: Jonah Kaldahl \$ 1,151.50
 Customer Address: 601 N Arlington
 Customer Account Number: 13-000377-07
 Amount to be adjusted: \$ 1,151.50

Once an adjustment has been given, you are not eligible for another adjustment for one (1) full year of Utility Service.

Customer Signature: _____

Please describe leak, and give repair date:

leak on line coming in to house - repaired

*****Clerk's Office to Complete*****

Leak Adjustment Authorized by: _____

Title: _____

Date: _____

GREENCASLE MUNICIPAL UTILITIES
 1 N Locust Street
 PO Box 288
 Greencastle, IN 46135
 (765) 653-2638
 www.cityofgreencastle.com



Account Number	AMOUNT DUE
13-000377-07	\$1,996.42
Due Date	After Due Date Pay
1/10/2025	\$2,168.40
Account Name	
Jonah D Kaldahl	
Service Address	
601 N Arlington St	
Amount Enclosed	

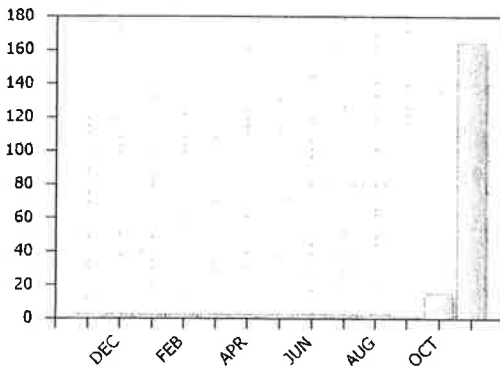


Jonah D Kaldahl
 Stephanie Kaldahl
 601 N Arlington St
 Greencastle, IN 46135-1114

There will be a charge on all returned checks.
 Please return this portion with your payment.
 When paying in person, please bring both portions of this bill.

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name			Service Address			Account Number
Jonah D Kaldahl			601 N Arlington St			13-000377-07
Status	Billing Period From	Billing Period To	# Days	Bill Date	Penalty Date	Due Date
Active	11/5/2024	12/6/2024	31	12/20/2024	1/10/2025	1/10/2025



CURRENT READING 645
 PREVIOUS READING 481
 USAGE 164

PREVIOUS BALANCE \$208.40
 PAYMENTS \$0.00
 ADJUSTMENTS \$0.00
 PENALTIES \$19.80
PAST DUE AMOUNT \$228.20

WATER \$623.24
 TAXES \$43.63
 FIRE HYDRANT \$4.73
 WASTEWATER \$1,079.12
 TRASH \$17.50
CURRENT BILL \$1,768.22
AMOUNT DUE \$1,996.42

AMOUNT DUE AFTER 01/10/2025 \$2,168.40

Cons 164
 + 15

 179
 X 6.58

 1177.82
 - 26.32 adj

 1151.50 Sewer leak adj

GREENCASTLE MUNICIPAL UTILITIES
1 N Locust Street
PO Box 288
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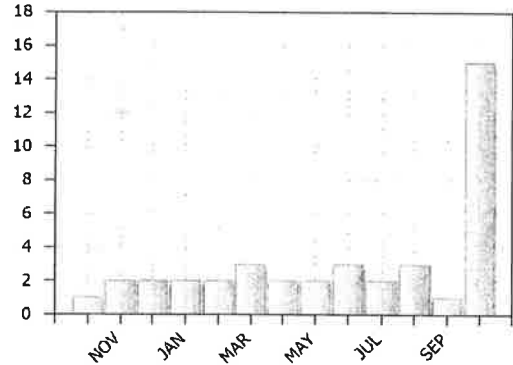
Account Number	AMOUNT DUE
13-000377-07	\$208.40
Due Date	After Due Date Pay
12/10/2024	PAID BY DRAFT
Account Name	
Jonah D Kaldahl	
Service Address	
601 N Arlington St	
Amount Enclosed	

Jonah D Kaldahl
Stephanie Kaldahl
601 N Arlington St
Greencastle, IN 46135-1114

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name			Service Address			Account Number
Jonah D Kaldahl			601 N Arlington St			13-000377-07
Status	Billing Period From	Billing Period To	# Days	Bill Date	Penalty Date	Due Date
Active	10/7/2024	11/5/2024	29	11/20/2024	12/10/2024	12/10/2024



CURRENT READING 481
PREVIOUS READING 466
USAGE 15

PREVIOUS BALANCE	\$57.10
PAYMENTS	\$57.10-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
PAST DUE AMOUNT	\$0.00
WATER	\$81.75
TAXES	\$5.72
FIRE HYDRANT	\$4.73
WASTEWATER	\$98.70
TRASH	\$17.50
CURRENT BILL	\$208.40
AMOUNT DUE	\$208.40

PAID BY DRAFT



City of Greencastle
Board of Works
Regular Session
Mikayla Johnson - Clerk Treasurer

December 18, 2024 | 4:30 PM
City Hall
One North Locust Street, P.O. Box 607
Greencastle, Indiana 46135

MINUTES

I. Pledge of Allegiance

II. Call to Order; Roll Call

Trudy Selvia called the meeting to order at 4:30pm. Clerk-Treasurer, Mikayla Johnson, called the roll. Thom Morris and Trudy Selvia were present, Mayor Dunbar was absent.

III. Special Requests

IV. Emergency Repairs

V. Approval of Minutes

A. Approval of Minutes - November 20, 2024

Thom Morris made a motion to approve the minutes as presented, second by Trudy Selvia, 2-0, motion carried.

VI. Approval of Claims

A. Water

Thom Morris made a motion to approve the Water claims as presented, second by Trudy Selvia, 2-0, motion carried.

B. Wastewater

Trudy Selvia made a motion to approve the Wastewater claims as presented, second by Thom Morris, 2-0, motion carried.

VII. Department Reports

A. Cemetery - Jason Keeney

B. Fire Department - Rob Frank

C. Planner - Scott Zimmerman

D. Police Department - Chris Jones



Department Report

MEETING DATE

January 15, 2025

PREPARED BY

Jason Keeney, Cemetery Super

MONTHLY HIGHLIGHTS

December Stats:

House Rent - 1
Stake Fees - 1
Interments - 5 (5f, 0c)
Lot Sales - 3

Maintenance Reports:

Oil Changes & Filters were performed on Kubota RTV R1100, John Deere Utility.
Hydraulic Oil & Filters were changed on John Deere Utility.
Stihl Weed Eaters for Park were inspected, tuned-up, and repaired as needed and winterized.
Weedwolf Attachment was installed on ExMark mower.
Lawn Mowers serviced, oil changed and repairs as needed, winterized and stored.
DPW Mechanic replaced front Brake Pads and Rotors on 2012 Ford F250. Checked rear, they are fine at this time. (Thanks Ethan!)
Washed walls in conference room and office, cleaned windows, cleaned refrigerator, microwave and sinks and fixtures.

ATTACHMENTS

1. Supt. Report December 2024
2. 20250103064422

20, Respectfully Submitted.

Superintendent

Forest Hill Cemetery

***To The Honorable Board of Trustees
Forest Hill Cemetery***

The Following Exhibit for the Month Ending

_____20____, Respectfully Submitted.

_____Superintendent

**To The Honorable Board of Trustees
Forest Hill Cemetery**

Forest Hill Cemetery

The Following Exhibit for the Month Ending

_____20____, Respectfully Submitted.

Superintendent

Forest Hill Cemetery

***To The Honorable Board of Trustees
Forest Hill Cemetery***

The Following Exhibit for the Month Ending

_____20____, Respectfully Submitted.

_____Superintendent

Forest Hill Cemetery
Accounts Payable Voucher

December 2024

VENDOR:

AMOUNT:

A.E. Boyce Company, Inc. (00115)
CarQuest (00572)
Headley Hardware (00825)
Visa Card Services (02400)

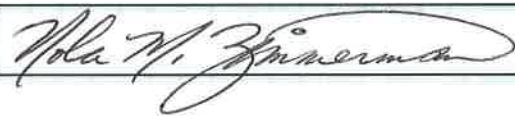
\$589.12
\$442.84
\$86.01
\$59.99

Allowance of Accounts Payable Vouchers

We have examined the Accounts Payable listed on the foregoing Accounts Payable Voucher Sheet consisting of one (1) page and except for claims not allowed as shown on the voucher, such claims for the month of **December 2024** in the amount of **\$1,177.96** are hereby allowed, dated this day January 2, 2025 by the Forest Hill Cemetery Board.

Signatures of Governing Board of Forest Hill Cemetery











Department Report

MEETING DATE

January 15, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

December 2024 Council Report

The fire department responded to 117 calls for service in December 2024, compared to 119 calls for service in December 2023. Calls in November 2024 decreased by 1.7% compared to November 2023.

The fire department responded to 1697 calls for service in 2024, compared to 1658 calls for service in 2023. This was a 2.3% increase in calls in 2024 compared to 2023.

Building Fires: 3
EMS: 51
Motor Vehicle Accidents: 7
Weather Related: 4
Electrical Issue: 1
Gas Leak: 1
Downed Power Line: 1
Lift Assist: 9
Public Service: 2
Canceled En Route: 10
Good Intent: 1
Haz-Mat Investigation: 1
No Incident: 2
Alarm System Activation: 18
CO Detector Activation: 1
Sprinkler Activation: 1
System Malfunction: 1

Firefighters completed 410 training hours in December and 4516.5 training hours for the year.

Three reserve firefighters worked 28 hours.

December Anniversaries: Brandon Watson (12/12/2015) 9 years of service

- On December 2nd Firefighter Tyler Fiscus started his career at GFD. Tyler is currently working on C-shift led by Captain Wiatt and Lieutenant Watson.
- On December 6th Firefighter James Shaw was appointed to the position of Engineer.
- On December 14th we held our annual Christmas Party with the following individuals winning awards: Fire Officer of the Year: Darrick Wiatt, Firefighter of the Year: Grant Bryan, Reserve Firefighter of the Year: Paul Hinton

ATTACHMENTS

None



Department Report

MEETING DATE

January 15, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

None



Department Report

MEETING DATE

January 15, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. city council report DEC 2024

Jan 3rd, 2025

Greencastle Police Department Common Council Report December 2024

<u>CALL ACTIVITY TOP 5</u>	<u>#</u>	<u>2024</u>
LOCKOUTS	73	831
TRAFFIC ACCIDENTS	39	390
SUSPICIOUS PERSON	32	416
DISTURBANCE	28	318
ALARMS (T)	24	215
TRAFFIC VIOLATION (T)	24	289

Other notable call activity 2024=Admin (505) Theft (187) Civil (142) Trespass (114)

DEPARTMENT

EMPLOYMENT ANNIVERSARIES

OFFICER DAMON LUDWIG 12-19-22 (2 YEARS)

PATROL-Officers conducted 97 (**2024=1781**) traffic stops in the month of December. Officers responded to 436 (**2024=5527**) calls for service, opened 33 (**2024=590**) criminal case reports and completed 13 (**2024=183**) Indiana Crash Reports. Officers completed a total of 12 (**2024=210**) field arrests for the month. Officers participated in the Santa at the Courthouse event on Dec. 14th. Officers participated with FOP #092 for Santa Drop this year on Dec. 23rd. Approximately 41 local children were provided Christmas gifts this year as Officers assisted Santa Claus in delivering gifts.

DETECTIVES- Detectives were assigned 7 (**2024=106**) new cases as well as 3 (**2024=28**) DCS cases. Detectives were called out 6 times during the month. 3 cases were sent to the Prosecutor's Office for charges. 6 cases were closed.

PARKING ENFORCEMENT- 35 tickets (**2024=814**) were issued for the month (19-3 HR, 5-wrong direction, 4-no parking, 3-Reserve parking, 2-parked in yellow, 2-handicap parking).

9 warnings were written, 3 tickets were voided. 22 tickets (**2024=664**) have been paid and 10 (**2024=80**) have not been paid.

RESERVES- The Reserve Division worked 32 (**2024=322**) hours for the month and completed 12 hours of training.

TRAINING

Sergeant Zach Rhine attended Defensive Tactics Instructor School Dec. 2nd-6th & Dec. 9th-12th at ILEA.

Captain Brad Hiatt & Sergeant Nick Eastham attended Glock Armorer School on Dec 10th at ILEA.

Sergeant Detective Matt Huffman & Detective Darrel Bunten attended Advanced Interviewing for Investigators Course (FLETC) on Dec 10th – Dec 12th in Bloomington, IN.

Assistant Chief Ed Wilson helped instruct Defensive Tactics at ILEA Dec. 2nd-6th & Dec. 9-11th

Probationary Officer Jensen Clement graduated from the Indiana Law Enforcement Academy after 16 weeks on Dec. 13th.

****GPD Full-Time Officers completed (1,711.03) hours of training in 2024.**

****GPD Reserve Officers completed (213) hours of training in 2024.**



Department Report

MEETING DATE

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PREPARED BY

MONTHLY HIGHLIGHTS

Summary Report for December 2024



Department of Public Works

Sign Work:

1. Replaced 4 – pole, 1 – street blades and 1 – breakaway this month.

Mechanical:

1. 24' Ford F650 – installed light on spreader.
2. 19' Ford F650 – installed light on spreader.
3. 16' Ford F550 – new trailer hitch on.
4. 20' Case roller – RV antifreeze.
5. 20' Liberty trailer – pin for safety lock.

Sweeping:

1. Swept the city streets 4 times this month driving 77 miles, using 52 gallons of diesel and picked up 91 yards of debris.

Storm Work:

1. Cleaned drains 4 times this month collecting 4.59 yards of debris.

Patching:

1. Patched city streets using 18.22 tons of HMA and CMA on city streets this month.

Snow Call Out:

1. We treated roads on 12 – 2, 12 – 20 using 51.92 tons of material this month.

Leaf Pick-up:

1. Picked up leaves 4 times this month driving 258 miles, used 32 gallons of gas and picked up 40 yards of leaves.

Misc:

1. Repaired 4 water leak this month.
2. We picked 3 bags of trash this month on V.M.H and Jackson.

ATTACHMENTS

None



Department Report

MEETING DATE

January 15, 2025

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MONTHLY HIGHLIGHTS

ATTACHMENTS

1. Report to Council and BOW (2)

2024

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YEARLY AVERAGE
AVERAGE DAILY FLOW IN (M.G.D.)	2.190	1.391	1.544	2.691	1.595	1.053	1.271	1.000	1.001	0.975	1.176	1.618	1.459
													YEARLY TOTAL
DAYS ABOVE DESIGN FLOW	8	0	0	8	2	0	0	0	0	0	0	3	21
DAYS OF OVERFLOW AT PLANT	0	0	0	0	0	0	0	0	0	0	0	0	0
RAIN INDUCED OVERFLOW COL. SYSTEM	0	0	0	0	0	0	0	0	0	0	0	0	0
MECH/ELECT ISSUE CAUSING OVERFLOW	0	0	0	0	0	1	1	0	1	0	0	0	3
SEWER CALLS BLOCKAGE IN CITY LINES	0	1	0	1	0	0	0	0	0	0	0	0	2
EMERGENCY REPAIRS MADE	0	0	0	0	0	0	0	0	0	0	0	0	0
OVERFLOW CAUSED BY BLOCKAGE IN CITY LINES	0	0	0	0	0	0	1	0	0	0	1	0	2
SEWER LINE CLEANED (FOOTAGE)	0	1,530	1,580	1,260	4,626	2,107	2,487	4,054	550	895	3,657	340	23,086
LOCATES	112	120	247	207	207	198	222	249	188	250	191	165	2,356
TAP PERMITS	1	0	3	2	1	4	0	2	4	0	0	0	17
SEWER LINES TELEVIEWED (FOOTAGE)	0	1,295	2,931	2,125	3,074	2,756	4,728	2,644	2,117	3,884	4,396	1,746	31,696

2023

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YEARLY AVERAGE
AVERAGE DAILY FLOW IN (M.G.D.)	1.899	1.896	2.789	1.684	1.234	0.959	1.351	1.319	1.112	1.097	1.103	1.193	1.470
													YEARLY TOTAL
DAYS ABOVE DESIGN FLOW	4	3	10	1	0	0	1	0	0	0	0	0	19
DAYS OF OVERFLOW AT PLANT	0	0	0	0	0	0	0	0	0	0	0	0	0
RAIN INDUCED OVERFLOW COL. SYSTEM	0	0	2	0	0	0	0	0	0	0	0	0	2
MECH/ELECT ISSUE CAUSING OVERFLOW @ LS	0	0	0	0	0	0	0	0	0	0	0	0	0
SEWER CALLS BLOCKAGE IN CITY LINES	0	0	0	1	0	1	3	0	0	1	0	1	7
EMERGENCY REPAIRS MADE	0	0	0	0	1	0	0	1	0	0	0	0	2
OVERFLOW CAUSED BY BLOCKAGE IN CITY LINES	0	0	0	0	0	0	0	0	0	0	0	0	0
SEWER LINE CLEANED (FOOTAGE)	0	545	2,025	840	1,408	1,815	2,415	3,040	2,135	1,200	360	1,010	16,793
LOCATES	118	112	209	227	350	343	297	387	287	219	177	158	2,884
TAP PERMITS	5	3	3	2	2	3	2	1	1	0	0	1	23
SEWER LINES TELEVIEWED (FOOTAGE)	1,263	2,275	4,535	3,210	4,195	2,045	2,335	8,395	4,025	3,423	6,905	2,880	45,486



Department Report

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PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

None



Department Report

MEETING DATE

January 15, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

December Programs:

Winter Lights Festival was successful, many people passed through and took pictures and enjoyed lights. Thanks Kate Knaul, again for the fabulous lights!

Ashley (Program Director) assisted with the FOP Santa event at the Putnam County Courthouse, providing crafts and assistance.

Rave reviews on Facebook for Winter Lights Festival!

"Elf on the Shelf" Parksy & Rexie visited Greencastle for the month of December. Their antics were daily posts on FB, bringing additional engagement to our social media.

Maintenance Reports:

Cleaned shop and office at Parks Office.

Daily repairs and adjusting to decorations, resetting GFCI switches, wrapped plugs, moved lines out of water.

Pool filter and balance tank installation continue as weather has allowed.

Pool admissions countertops have been cleaned and redone with contact paper.

City Christmas decorations picked up by DPW and stored at Jaycee Park. Christmas decorations being taken down and stored.

Jaycee Park driveway has been graded from entrance to building.

Bathrooms at BWSP have been closed. Heat is on in the building at a minimum to protect plumbing and fixtures.

ATTACHMENTS

None



Department Report

MEETING DATE

January 15, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. Align amendment 2025

AMENDMENT TO CONTRACT FOR SERVICES

THIS AMENDMENT is made and entered into between the City of Greencastle, through its Board of Public Works (hereinafter referred to as the City) and Fishbeck, Inc. (formerly Align CEC, Inc. and also known as Civil Engineering Consultants, Inc., and hereinafter referred to as Engineer), and hereby amends the Contract for Services entered into by the parties on April 22, 2021, and as previously amended. For the mutual covenants contained herein, the parties agree as follows:

1. **Term.** The term of this Agreement shall be extended for an additional period of one (1) year, beginning February 1, 2025, and ending Jan 31, 2026. This Agreement may be extended for one additional one-year period upon mutual agreement of the parties.
2. The parties acknowledge that Align CEC, Inc. (formerly Civil Engineering Consultants, Inc.) has been purchased by Fishbeck, Inc., and the parties agree to the assignment of this Contract For Services to Fishbeck, Inc.
3. All other terms, conditions and clauses contained in the original Contract, dated April 22, 2021, shall remain in full force and effect.

Entered this 15th day of January, 2025.

FISHBECK, INC.

CITY OF GREENCASTLE
Board of Public Works and Safety

By: _____
Jessica Hartman

By: _____
Lynda Dunbar, Mayor

By: _____
Trudy Selvia, Member

By: _____
Thom Morris, Member



Department Report

MEETING DATE

January 15, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. Washington St. Sewer Lining

CONTRACT FOR SERVICES

The City of Greencastle ("City"), a body politic and corporate separate from the State, through its Board of Public Works and Safety, hereby agrees to purchase from Insituform Technologies USA, LLC, ("Contractor") and Contractor agrees to furnish to the City the following services:

Clean and line 1586 feet of the City's 8" sewer line running along East Washington Street. The project limits begin in front of the Greencastle Veterinary Clinic and terminate at the west side of Greencastle High School. Work shall be completed pursuant to the Contractor's Proposal dated December 18, 2024, which is incorporated herein and made a part hereof as Attachment A. If there is a conflict between this Contract and Attachment A, this Contract shall control.

The parties agree to the following terms and conditions:

- 1. CONTRACT TERM.** This contract shall be in effect upon execution and all work shall be complete no later than April 30, 2025.
- 2. PRICE.** The Contractor shall receive compensation from the City in the amount of \$74,281.67 as set out in Attachment A.
- 3. PAYMENT TERMS.** Payment for services shall be made within thirty (30) days after the City's receipt of an invoice from Contractor for services performed.
- 4. ACKNOWLEDGMENT, ACCEPTANCE.** By its signature on this contract, Contractor expressly warrants that it is an individual who or entity which is qualified and in good standing to do business in the State of Indiana and that it has filed and will during the term of this contract file all appropriate tax returns and papers required by state and federal law. Contractor acknowledges that this is a non-exclusive contract and that the City may contract with third parties for the same or similar services as those covered by this contract.
- 5. WARRANTY.** The parties acknowledge that the City is relying on Contractor's skill and judgment to furnish goods and services fit in all respects for the particular purpose of this contract. Contractor expressly warrants that all goods or services covered by this contract will conform to the specifications, drawings, sample or descriptions furnished to or by the City, and will be merchantable, of good material and workmanship and free from defect. All warranties which are currently offered or which may be subsequently offered by Contractor for its goods or services are made a part of this contract whether or not specifically listed herein or in the Proposal. Contractor will provide all goods or services under this contract when and as required by the City.
- 6. FORCE MAJEURE.** Any delay or failure of either party to perform its obligations hereunder shall be excused if such is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation or court injunction or contract. Written notice of such delay (including the anticipated duration of the delay) shall be immediately given by the affected party to the other party. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds ten (10) working days after notice has been received, the party whose ability to perform has not been affected may terminate this contract.
- 7. INSOLVENCY.** The City may immediately terminate this contract without liability to Contractor and without prejudice to any right or cause of action the City may have against Contractor in the event of the happening of any of the following events or any other comparable event: (a) insolvency of Contractor; (b) filing of a voluntary petition in bankruptcy by Contractor; (c) filing of any involuntary petition in bankruptcy against Contractor; (d) appointment of a receiver or trustee for Contractor; or (e) execution of an assignment for the benefit of creditors by Contractor, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such occurrence.

8. TERMINATION FOR DEFAULT. The City may terminate all or any part of this contract without liability if Contractor: (a) repudiates or breaches any of the terms of this contract, including Contractor's warranties; (b) fails to perform services or deliver goods as specified; or (c) fails to make progress or provide approvals or acceptances so as to endanger timely and proper completion of services or delivery of goods and does not correct any such failure or breach within ten (10) working days after receipt of written notice from the City specifying such failure or breach.

9. TERMINATION. The City shall have the right to terminate this agreement in whole or in part for its convenience upon written notice to Contractor at any time during the course of performance. Upon receipt of any termination notice, the Contractor shall immediately discontinue the work on the date and to the extent specified in the notice. The Contractor shall be paid the actual costs incurred during the performance hereunder to the time specified in said notice not previously reimbursed by the City to the extent such costs are actual, necessary, reasonable and verifiable costs and have been incurred by the Contractor prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit.

10. LIMITATION OF LIABILITY. There shall be no liability on the part of the City except to the extent of available funds provided by statute and funds permitted to be paid from the City operational proceeds.

11. REMEDIES FOR DEFAULT. When the City determines that Contractor is in default and has failed to perform any contract provisions herein, the City may, notwithstanding any other provisions in this contract to the contrary, terminate the whole or any part of this contract after notice and this contract will be terminated effective on the date specified in the notice unless the default has been cured as specified in Paragraph 8. If this contract is terminated in part, Contractor shall continue performance of the part of the contract not terminated and will be compensated for performance pursuant to the rates set forth herein. In the event of a termination of all or part of this contract, the City may, in its sole discretion, obtain the goods and services which were to be provided by Contractor under the terminated part of the contract upon such terms and in such manner as it deems appropriate. Contractor shall be liable to the City for any excess costs to the City in obtaining such similar goods and services. The remedies provided in this paragraph do not apply to any default occasioned by any occurrence described in Paragraph 6 regarding force majeure. The rights and remedies reserved to the City in this contract shall be cumulative, and additional to all other or further remedies provided in law or equity. The Contractor shall be responsible for all costs incurred as a result of Contractor's breach, including reasonable attorney's fees.

If there is a dispute between the parties regarding Contractor's performance of services described herein, the City has the right to withhold payment from Contractor pending dispute resolution.

12. TECHNICAL INFORMATION DISCLOSURE. Contractor agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Contractor shall have disclosed or may hereafter disclose to the City in connection with the goods or services covered by this contract. Contractor also agrees to maintain the confidentiality of all confidential or sensitive data and information provided to Contractor by the City and agrees that Contractor will not use any such data or information for any purposes other than its performance under this contract.

13. NON-DISCLOSURE PROPRIETARY INFORMATION. Contractor shall not disclose to any third party any information concerning the City or the work provided under this agreement without the prior written consent of the City. Contractor shall consider all information provided by the City and all drawings, reports, studies, systems, designed calculations, plans, specifications and other documents resulting from Contractor's performance of the work to be proprietary. Contractor shall not publish or disclose proprietary information for any purpose other than performance of the work without the prior written consent of the City.

All drawings, specifications, analyses, computations, reports and other documentation produced by Contractor in the performance of the work shall be the sole property of the City and shall not be used by Contractor for any purpose other than the work nor given to any third party without the prior written consent of the City.

At the City's request, Contractor will return to the City all drawings and written materials furnished to Contractor by the City.

14. INDEMNIFICATION. If Contractor performs any work on City premises or utilizes the property of City, whether on or off City premises, Contractor shall indemnify and hold City harmless from and against any liability, claims, demands or expenses (including reasonable attorney fees) for damages to the property of or injuries (including death) to City, its employees or any other person arising from or in connection with Contractor's performance of work or use of City property, except for such liability, claim or demand arising out of the sole negligence of City. Contractor further agrees to indemnify, defend and hold harmless the City, its agents, directors and employees from all claims and suits of whatever type, including court costs, attorney fees and other expenses, caused by any act or omission of the Contractor, its agents, officers, employees and subcontractors arising out of this Contract.

15. RELATIONSHIP OF PARTIES. Each party hereto, in the performance of this Contract, will be acting in an individual capacity and not as an agent, an employee, a partner, a joint venturer or an associate of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party has the authority to assume or to create any obligation on behalf of or in the name of the other nor will either assume any liability for injury (including death) to any person(s) or any damages to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party. Contractor shall be responsible for providing all necessary unemployment and workers compensation insurance for its employees.

16. ADVERTISING. Contractor shall not, without the prior written consent of the City, in any manner advertise or publish the fact that Contractor has contracted to furnish the City the services herein contracted or use any trademarks or tradenames of the City in Contractor's advertising or promotional materials. In the event of Contractor's breach of this provision, the City shall have the right to terminate the services covered by this contract and shall not be required to make further payments except for conforming services rendered prior to termination.

17. GOVERNMENT COMPLIANCE. Contractor agrees to comply with all federal, state and local laws, rules, regulations, ordinances and executive and judicial orders which may be applicable to Contractor's performance of its obligations under this contract. All provisions required by the foregoing to be included herein are hereby incorporated by reference. Contractor agrees to indemnify and hold harmless the City from any loss damage or liability resulting from a violation by Contractor of such laws, rules, regulations, ordinances or orders. The enactment of any state or federal statute or the promulgation of regulations thereunder regarding matters in or relating to the subject of this contract after execution of this contract shall be reviewed by the City and Contractor to determine and take such action as may be necessary.

18. PERSONNEL. Contractor shall at all times employ sufficient labor for performing work to full completion in the manner and time prescribed by this agreement. Any person employed by Contractor shall, at the written request of the City, be removed forthwith by Contractor from work relating to this agreement provided that such removal is based on a documented problem for which a cure was not affected within a reasonable amount of time. If the person is not removed or if replacement personnel are deemed unsuitable for proper completion of the work, the work may be suspended by written notice until the requirements have been met or the contract may be terminated consistent with the provisions contained herein.

19. NONDISCRIMINATION. Contractor agrees to comply with all federal and state civil rights laws and further agrees that Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment with respect to hiring, dismissal, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex/gender (pregnancy, gender identity, and sexual orientation), disability, national origin or ancestry, age, genetic information, military service veteran status, or any other characteristic protected by federal and state laws. Breach of this covenant may be regarded as a material breach of this contract.

20. NO IMPLIED WAIVER. The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any

time thereafter nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

21. NON-ASSIGNMENT. Contractor may not sell, assign or pledge its rights and obligations under this contract or take any other action which may tend to encumber the direct contractual relationship between the City and the Contractor without the express prior written consent of the City, which the City may grant or withhold at its sole discretion. Any such consent granted by the City may be subject to any or all conditions as the City may require.

22. PRICE TERMS. All of the prices, terms and warranties granted by Contractor herein are at least comparable to or better than those offered by Contractor to other customers purchasing similar services under the same material terms and conditions. Contractor agrees that it will pass on to the City any discounts, savings for prompt payments or rebates for quantity purchasing it receives.

23. NON-COLLUSION. Contractor hereby warrants that neither Contractor nor any member, employee, agent, representative, officer, director or partner of Contractor has directly or indirectly entered into or offered to enter into any combination, collusion or agreement to receive or pay, and has not received or paid, any money or other consideration for the execution of this contract other than what appears herein. Contractor also warrants that no person or organization has been employed or retained to solicit or secure this contract for payment of a commission, percentage, brokerage or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the specific purpose of securing business. Breach of either of the above warranties will allow the City to terminate this contract and to recover the full amount of the commission, percentage, brokerage or contingent fee.

24. TAX EXEMPTION. Prices contained in this contract and invoices submitted by Contractor for payment are not to include any tax for which the City is exempt. The City will furnish an exemption certificate for tax from which the City is exempted if such is requested by Contractor.

25. AUTHORITY. Each party represents and warrants that it has the authority to enter into this contract and that the person executing this contract has the authority to enter into this contract on behalf of his/her respective party.

26. SEVERABILITY. If any term of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive or judicial order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this contract shall remain in full force and effect.

27. NOTICE. Any notice provided for in this contract will be sufficient if given by certified mail return receipt requested to the party to be notified at the address specified below.

28. GENERAL. In case of conflict between the terms contained herein and the terms contained in any attachment, the terms herein shall control.

29. GOVERNING LAW. This contract is to be construed in accordance with and governed by the laws of the State of Indiana. Any lawsuit arising out of this contract must be brought and maintained in Putnam County, Indiana.

30. PENALTIES/INTEREST/ATTORNEY'S FEES. The City will in good faith, perform its required obligations hereunder and the parties agree that the City shall not pay any penalties, liquidated damages, interest or attorney's fees, except as required by law.

31. E-verify. Contractor hereby certifies that it is enrolled in E-verify and that it verifies the work eligibility status of all newly hired employees through E-verify. Contractor will no longer be required to use E-verify if the E-verify program ceases to exist. Contractor must sign an affidavit affirming that the Contractor does not knowingly employ any unauthorized aliens. If the Contractor or any of its subcontractors knowingly employs an unauthorized alien and is in violation, the Contractor must remedy the violation within thirty (30)

days. This contract shall immediately terminate for Contractor's breach if not remedied within the thirty (30) day time period (unless there would be a detriment to the public interest or public property, then the contract can remain in effect until the political subdivision procures a new Contractor).

32. CERTIFICATION OF NO INVESTMENT IN IRAN. Pursuant to I.C. 5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in I.C. 5-22-16.5-14, including termination of this Contract, denial of future contracts, and the imposition of a civil penalty.

33. ENTIRE AGREEMENT. This contract constitutes the entire agreement by and between the parties with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment signed by both parties.

CONTRACTOR: Insituform Technologies USA, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

**CITY OF GREENCASTLE
BOARD OF PUBLIC WORKS AND SAFETY**

Lynda Dunbar, Mayor

Trudy Selvia, Member

Thom Morris, Member

Date: _____

**EMPLOYMENT
OF UNAUTHORIZED ALIENS**

I hereby affirm that I am a duly authorized officer of Insituform Technologies USA, LLC, and I certify that Insituform Technologies USA, LLC, is enrolled and participating in the E-verify program as of the date of this Affidavit. Insituform Technologies USA, LLC, does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Insituform Technologies USA, LLC

Date: _____

Signature

Printed Name



ATTACHMENT A

Tel: (317) 408-7136

Insituform Technologies USA, LLC

2130 Stout Field West Drive

Indianapolis, IN 46241

Fax: (317) 663-0923

www.insituform.com

December 18, 2024

To: **Zachary M. Minnick, Assistant Superintendent** **Greencastle WWTP** **530 West**
Columbia Street **Greencastle, IN 46135** zminnick@cityofgreencastle.com

Project Name: **8-Inch CIPP Proposal** **SO-00200160**
 City of Greencastle, IN

Insituform Technologies USA, LLC, herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project.

Assumptions and Qualifications

A site review was performed for this project. If conditions are materially different from those communicated to **Insituform Technologies USA, LLC.**, we reserve the right to void or renegotiate the pricing contained in this proposal.

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Specific service connections will be reconnected only when written directions are received from the Owner/Prime Contractor with an additional charge for each service connection. The Owner/Prime Contractor will indemnify and hold **Insituform Technologies USA, LLC.** harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Owner/Prime Contractor will externally reconnect the service at no cost to Insituform. Water shall be provided at no cost to Insituform Technologies USA, LLC. for all construction phases of this project. Insituform Technologies USA, LLC. will follow all required deposit, backflow prevention, and metering procedures.

The Owner/Prime Contractor will provide access to both ends of the line, traffic control, and point repairs if needed. Installation can be completed after point repairs and accesses to both ends are completed.

Proposal Pricing

PAY ITEM	DESCRIPTION	QTY.	U/M	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$ 9,937.65	\$ 9,937.65
2	8-Inch Insituform® CIPP	1586	LF	\$ 40.57	\$ 64,344.02
TOTAL					\$ 74,281.67

Insituform[®] Proposal –**Proposal Inclusions**

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Pipe line cleaning. Loose debris and "normal" deposits only. Extraordinary conditions will need to be treated as a point repair.
3. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.
4. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
5. Insitutube wetout using 400,000 Flexural Modulus resin, inversion, curing, and finishing.
6. Confined space safe entry practices.
7. One-year standard construction warranty.
8. Certificate of insurance with a standard coverage (Does not include Primary and Non-Contributory Coverage)

Proposal Exclusions

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by Insituform Technologies USA, LLC. at your additional cost; or would be furnished by others, at your direction, at no cost to Insituform Technologies USA, LLC.:

- a) Clear access to sewer through new or existing manhole, manhole frame and chimney/corbel removed.
 - b) Access to a sanitary sewer on site to dispose of cure water.
 - c) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services will be provided by the Prime contractor or Owner. This will include excessive roots, excessive debris and protruding taps.
 - d) Additional cleaning and televising mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.
 - e) Manual operation of any pumping and/or metering stations.
 - f) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
 - g) Legal dumpsite for debris resulting from pipe cleaning.
 - h) *If any hazardous or toxic materials are encountered during the project, the Owner/Prime Contractor will be responsible for the removal and disposal of the materials.*
 - i) Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
 - j) Manhole installation, rehabilitation, and/or replacement, if needed to install CIPP.
 - k) Project permits and/or local licenses.
 - l) State and local sales and/or use taxes on the value of the project. If you are exempt please submit the appropriate documentation.
 - m) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
 - n) Performance and Payment Bond not included. This is available upon request, but if required please add 3.5% to the total project cost.
-

Insituform[®] Proposal –

Proposal Terms and Conditions

- a) **Limits of Liability.** In consideration of Insituform Technologies USA, LLC's agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, Insituform Technologies USA, LLC's liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Insituform Technologies USA, LLC, harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) **LIMITED WARRANTY.** IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) **MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Notwithstanding anything to the contrary set forth in the Contract, neither party shall be liable to the other or any third party for consequential damages relating to or arising out of the Contract
- d) **PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT.** This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) If, during the performance of this contract, any cost price determining factor considered by Subcontractor in determining the subcontract price significantly increases, through no fault of Subcontractor, the price of this subcontract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Subcontractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of any material is delayed, through no fault of Subcontractor because of the shortage or unavailability of any raw materials, including resin, Subcontractor shall not be liable for any additional costs or damages associated with such delay(s).
- f) Quantities are estimated. Unit prices apply for actual invoice and payment.
- g) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- h) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- i) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Insituform Technologies USA, LLC. If, during the performance of this contract, any cost price determining factor considered by Contractor in determining the contract price significantly increases, through no fault of Contractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Contractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Contractor's Vice President of Procurement. Due to the confidential nature of Contractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Contractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of Contractor because of the shortage or unavailability of any raw materials, including resin, Contractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Contractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.
- ~~j) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.~~

Offered By:

Accepted By:

Insituform Technologies USA, LLC.

Signature

Business Development Manager

Jay B. Ferguson Name/Title

Organization

Accepted by: Insituform Technologies USA, LLC.

Organization Address

Date: _____

Is this Project Tax Exempt? _____ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? _____ Are there wage rates? _____. If yes, please provide a copy of the wage rates.

Project Insurance Requirements attached _____ (please provide project insurance requirements or attach a sample cert of insurance)

Project Owner: Name _____ Address _____

Project Location: City _____ State _____ Zip _____

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.

Page 3 of 3