Town of Georgetown
Regular Meeting
March 17, 2025
At 6:30 P.M.

Pledge of Allegiance

Roll Call

Council members present: Brandon Hopf, Jason Parrish, Doug Wacker, and Matt Nolan. Also attending: Julia Keibler, Haley James, Bob Woosley, Reny Keener, Kristi Fox, and Travis Speece.

Members not present: Chris Loop

Approval of Minutes

Jason Parrish made a motion to approve the regular Town Council Meeting Minutes on February 24, 2025. Seconded by Doug Wacker and approved 4-0.

Agenda Items

Bid Opening – Ashley Mariah Park Parking Lot Improvements Project

Temple & Temple :	$28,210.00
Merrel Bierman Excavating:	$45,500.00
LIBS Paving :	$49,570.00
Cornell Harbison Excavating:	$64,550.00
Riley's Excavating :	$32,135.00
C & R Construction :	$50,840.00

Brandon Hopf made a motion to approve Temple & Temple's bid for $28,210.00 contingent upon all documentation and necessary certifications with Bob Woosley's review, to allow for signatures outside of a meeting and for this to be paid from the Gaming Fund. Seconded by Matt Nolan and approved 4-0.

Brookstone Safety Issue

Matthew Douglas at 6015 Brookline Trail is in attendance tonight to speak for the Brookstone subdivision regarding safety issues. Since Tucker Road has been opened and getting used, there are no speed limit signs or stop signs on this stretch of road. They are requesting a 4-way stop sign at Dylan Circle and Brookline Trail and speed limit signs and a speed bump between the 4-way stop and gate to Tucker Lane.

Bob Woosley will go back and check to see if the developer was supposed to put any signage up as part of their agreement. The Town would like to go with speed limit signs and stop signs first to see if this helps before installing speed bumps. If the HOA wants the posts and signs to match the others in the neighborhood, they will have to cover the difference. The town will pay for the basic stop sign and speed limit signs/posts. Travis Speece is in favor of this.

Doug Wacker made a motion to approve four stop signs and two speed limit signs in the Brookstone Subdivision for a total not to exceed $2,500.00 contingent upon the developer reviews to determine if they are supposed to install those as part of the agreement and for this is to be paid from the LRS Fund 2202. Seconded by Jason Parrish and approved 4-0.

Clerk Treasurer- Julia Keibler

Haley James would like to attend two training classes for the building department. One class is April 17, 2025, and it is called "Indiana Pool Guide". The other class is on May 15, 2025, and it is called "The More You Know – Indiana Law and Building Department". Both classes are $125.00 plus hotel costs. The total costs for both classes and a hotel room for each visit will be $530.82.

Brandon Hopf made a motion to approve the attendance of the classes for Haley James in the amount of $530.82 and for this to be paid from the General Fund. Seconded by Matt Nolan and approved 4-0.

Invoice - Harts Survey

This invoice is for the topographic survey that was completed at Georgetown Park for the Readi & CCMG grants.

Matt Nolan made a motion to approve paying Harts Survey $7,308.75 and for this to be paid from the CCI Fund 4401. Seconded by Brandon Hopf and approved 4-0.

Airespring

There is an additional $10.00 charge for airfax. This was not included in the original quote. It will be $5.00 for Town Hall and $5.00 for police.

Jason Parrish made a motion to approve an additional $10.00 Airfax charge a month. Seconded by Doug Wacker and approved 4-0.

Chief of Police - Travis Speece

There were six applications received and two of those are moving forward to the next round. All the government surplus items have been returned. The Humvee and some firearms were included. We are no longer a part of that government program.

Town Manager- Reny Keener

We have reached our matching goal of $50,000.00 for the Indiana Housing and Community Development Grant.

Aqua Utility Contract Increase

Aqua Utility is requesting a 2.82% increase for their annual CPI percentage increase. They are contractually allowed to increase 3% annually.

Brandon Hopf made a motion to approve and sign the Aqua Utility Services increase. Seconded by Matt Nolan and approved 4-0.

New Picnic Tables

Matt Nolan made a motion to approve picnictables.com's quote for $19,914.45 and for this to be paid from the Gaming Fund 2235. Seconded by Jason Parrish and approved 4-0.

Aryanna Wilson – State of Indiana Work & Learn Program

Last year, Aryanna Wilson worked for the public works department as an intern. Reny Keener would like to bring her back for 12 hours a week. She would be paid $16.00 an hour just like the year before. For the 36-week time frame it will come out to a total of $6,912.00 upfront. The Town would end up paying $3,456.00 after the State's reimbursement. Last year, she was paid half from parks and the other half from public works. She will use a time sheet like the other public works employees.

Brandon Hopf made a motion through this program for $6,912.00 with expected reimbursement of $3,456.00 to approve the hiring of Aryanna Wilson through the intern program. Seconded by Doug Wacker and approved 4-0.

Town Attorney- Kristi Fox

Joint Property for Property Transfer from RDC to TC

This resolution will transfer the properties located at 1650 Georgetown- Lanesville Rd, 9189, 9191, 9193, and 9195 Lois Lane to the Town Council. Right now, the Redevelopment Commission owns these. By allowing the Town Council to own these parcels, it will make the park project run more smoothly.

Jason Parrish made a motion to approve the Joint Resolution for the Property Transfer. Seconded by Matt Nolan and approved 4-0.

Town Engineer - Bob Woolsey

Sidewalk Improvements- Pedestrian Bridge (Optimist Club/Drive In)

There are two sections, the west and the east. The west section is basically designed and will be ready to go in a couple of weeks. The east section between Canal Lane and the Drive in Theater is very challenging. We need a way to get across the property at the Optimist Club. There is a creek that runs between the two properties and there is a 42" pipe that runs parallel to the road that probably crossed the road at some point. The pipe now has a hole cut into it and the creek runs right into it, but the pipe turns at a 90 and now the water stays in that pipe. We will need to pour a structure around the catch basin and install an at grade sidewalk. We will have to talk with INDOT about it.

Maplewood Business Park Lift Station

The Maplewood Business Park Lift Station project is now complete. While working on the punch list the fire department asked Bob Woosley about drainage problems and cleaning it up. The price quoted was $15,000.00 but this is owned by the County. Bob Woosley will reach out to the Redevelopment Commission and Stormwater Board in the County and see if they will pay for this.

Lakeland Estates Sewer System

We continue to receive high level alarms at the lift station during rain events. Bob Woosley will secure quotes for smoke testing of the lines and will bring these back at the April or May meeting.

Community Crossing Matching Grant

The Town was awarded $331,919.00 for the Community Crossing Matching Grant for paving. The Town has to put up 25%, which would be $110,640.00. We will open bids for this in April.

Plan Commission

Nothing to report.

Redevelopment Commission

The Redevelopment Commission approved a CCF grant tonight for a dive center located at Copperfield.

Old Business

New Printers- Reny Keener

This item was brought up at the February meeting. Reny Keener reviewed our contract and found our 5-year contract expired in 2022, but section 8 says if we do not reach out about a $1.00 buy off charge, each year they will renew a 12-month contract. Reny Keener would like to send an intent to purchase letter to Xerox try to buy the printers for the $1.00 pay off and then resell them on GovDeals. Last month, Xerox & M&M submitted quotes for us. M&M is the lower bid.

Doug Wacker made a motion to terminate the contract with Xerox and U.S. Bank, buy the old machines, terminate the lease agreement and maintenance agreement and to allow Reny Keener to draft an intent to purchase letter with Kristi Fox to review to Xerox. Seconded by Jason Parrish and approved 4-0.

Public Hearing for Additional Appropriations

This goes with the bond requirements for the purchase of 1618 Canal Lane. It is a resolution for the additional appropriation for those bonds.

The public hearing portion of the meeting was opened.

Kim Courtney asked for more information on the bonds and if this will be a tax added onto property taxes for residents. Kristi Fox explained this tax is a second plan if we are unable to pay the bond. This is just a second security. The Town Council plans to pay back the bond with a grant we received, and the second one is the Water Works Proceeds Investment Account. The selling of the police station and Town Hall are planned to help with this too, but it was not put up as collateral.

The public hearing portion of the meeting was closed.

R-23-04, A Resolution Providing for the Additional Appropriation of the General Obligation Bond Proceeds

Brandon Hopf made a motion to approve R-25-04, A Resolution Providing for the Additional Appropriation of the General Obligation Bond Proceeds. Seconded by Matt Nolan and approved 4-0.

TIF Update – Reny Keener

Last month the Redevelopment Commission finalized all the needed ordinances and resolutions to establish a new TIF district. This month we are finalizing all the documents needed for the auditor's office and will upload this to the State. The RDC and Wheatley Group first looked into

establishing a waterfront district, but we did not move forward. The Wheatley Group can look back on this and see if it is possible now if the Council would like. This would also help bring in more liquor licenses.

Jason Parrish made a motion to approve moving forward with the Wheatley Group on establishing a waterfront district. Seconded by Doug Wacker and approved 4-0.

Resolution sale of Personal Property – Reny Keener

Brandon Hopf made a motion to table this item. Seconded by Jason Parrish and approved 4-0.

Copperfield Safety Concerns – Gayle Krauth

Gayle Krauth called the office to let Julia Keibler know she could not attend the meeting but to let everyone know the HOA is looking into private security officers. They are researching if they are required to send out 1099's. This research will determine if they move forward.

Destination Georgetown

Reny Keener reported that the Town is working with Destination Georgetown to try to get a grant for $50,000.00 to go towards the park.

Claims Docket

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

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

Matt Nolan

Doug Wacker

Jason Parrish

Attest:

Julia Keibler, Clerk Treasurer

SIGN IN SHEET

MEETING DATE & TIME: March 17, 2025 @ 6:30 P.m.

PULBIC HEARING FOR: Town Council -

NAME	ADDRESS	PHONE NUMBER
Billy HALLER	8161 LISA LN	502-939-8336

AUS
Aqua Utility Services, LLC

March 12, 2025

Stephen R. Tolliver Jr.
Aqua Utility Services, LLC
8000 Hardy Way Suite 500
Sellersburg, IN 47172

Mr. Chris Loop
Town Council President
Georgetown, IN
9111 State Rd. 64

Georgetown, IN, 47122

RE: April 2025 CPI Index Review of fees for the operation, maintenance, and lab analysis of the Wastewater Treatment and Collection System for the Town of Georgetown

Dear Mr. Loop:

Starting April 1, 2025, we have evaluated the need for an increase of 2.82% for the above mentioned Wastewater Treatment Plant and Collection System. This increase is based upon the change in the Consumer Price Index (CPI) for All Urban Consumers based on data from the U.S. Bureau of Labor Statistics. The maximum allowed CPI Index change is 3%, per our contract operations agreement.

As a result of these adjustments, our future billings would be as follows:

Wastewater Treatment Plant Monthly Operations – $19,222.99

Collection System Monthly Operations – $5,645.07

Operations Service Technician 1 -$68.84

Operations Service Technician 2 - $79.43

Operations Project Manager - $95.32

Maintenance Technician - $68.84

AUS
Aqua Utility Services, LLC

March 12, 2025

Our goal is to continue to keep your costs as low as possible, provide quality maintenance and comprehensive regulatory compliance. If you do not have any objections, we will implement the above fee changes beginning April 1, 2025.

Sincerely yours,

Steve Tolliver Jr.

Vice President

Cc: Reny Keener – Town of Georgetown

Aaron Tolliver - AUS

March 2025 CPI Index Evaluation

For Index period running February 2024 - February 2025

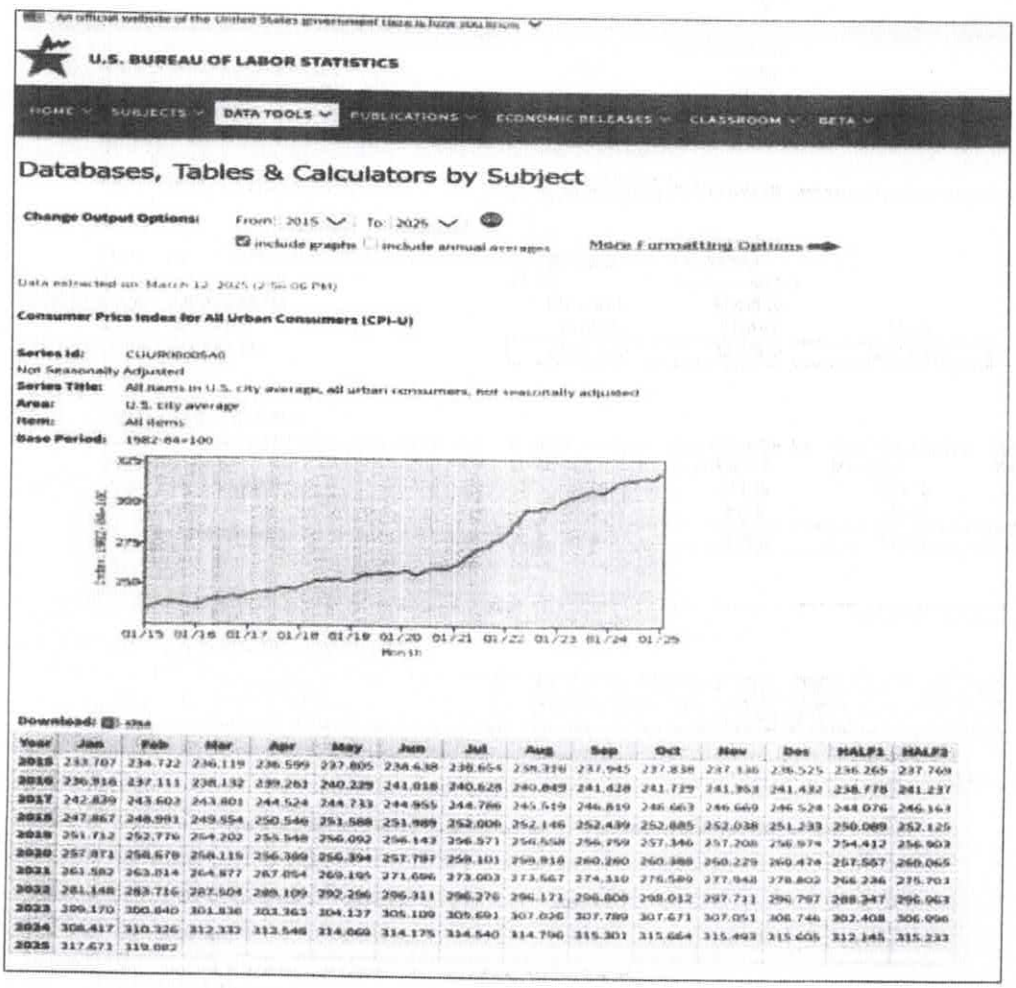
Georgetown, IN

To be effective April 1, 2025 billing period

			CPI Month used
	Annual Consumer Price Index for New Year	319.082	Feb-25
Less:	Annual Consumer Price Index for Previous year	310.326	Feb-24
Equals:	Index Point Change	**8.756**	
Equals:	Index Percent Change	2.82%	
MAX	Max contracted CPI Index % increase	2.82%	**Maximum 3% Increase allowed per current contract*

	Operations	**WWTP - Base Labor**	**Collection System and Project Management Fee**	
Multiplied by	Current Monthly Base Fee	$18,695.49	$5,490.16	
Equals:	Monthly Adjustment	$527.50	$154.91	**Total**
Equals:	New Monthly Base Fee	**$19,222.99**	**$5,645.07**	**$24,868.06**

	Schedule 3 - RATE SHEET (Attachment A of Contract Operations Agreement) Overtime Rates	**Operations Service Technician I**	**Operations Service Technician II**	**Operations Project Manager**	**Mechanical Technician**
Multiplied by	Current Hourly Regular Rate	$66.95	$77.25	$92.70	$66.95
Equals:	CPI Adjustment	$1.89	$2.18	$2.62	$1.89
Equals:	New Hourly Regular Rate	**$68.84**	**$79.43**	**$95.32**	**$68.84**



U.S. BUREAU OF LABOR STATISTICS

HOME | SUBJECTS | DATA TOOLS | PUBLICATIONS | ECONOMIC RELEASES | CLASSROOM | BETA

Databases, Tables & Calculators by Subject

Change Output Options: From: 2015 To: 2025 include graphs include annual averages More Formatting Options

Data extracted on: March 12, 2025 (2:56:06 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUURS000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.164
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.701
2022	281.148	283.716	287.504	288.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797	288.347	296.963
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746	302.408	306.996
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.540	314.796	315.301	315.664	315.493	315.605	312.145	315.233
2025	317.671	319.082												

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

THIS AGREEMENT is by and between Town of Georgetown ("Owner") and Temple & Temple Excavating and Paving Inc. ("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:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Ashley Mariah Park Parking Lot Expansion 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. All work must be completed within 180 days of Notice to Proceed. The Work will be substantially completed on or before 08/29/2025, and completed and ready for final payment on or before 09/29/2025.

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):

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1. Substantial Completion: Contractor shall pay Owner $ N/A 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 $ N/A 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 $ N/A 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) $28,120.00.

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.

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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 20th 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. 100 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 90 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

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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 7, inclusive).
2. Performance bond (pages 1 to 1, inclusive).
3. Payment bond (pages 1 to 1, inclusive).
4. Drawings (not attached but incorporated by reference) consisting of Sheets 1-3 with each sheet bearing the following general title: Ashley Mariah Park Parking Lot Expansion Project
5. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 1, inclusive).
6. 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.

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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

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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.

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

This Agreement will be effective on 04/02/2025 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
Town of Georgetown	Temple & Temple Excavating and Paving Inc.
By:	By:
Chris Loop	Name Josh Haley
Title: Town Council President	Title: CEO
Attest:	Attest:
Title: Town Engineer	Title: Contract Specialist
Address for giving notices:	Address for giving notices:
Town of Georgetown	Temple & Temple Excavating and Paving Inc
P.O. Box 127	1367 S. State Road 60
Georgetown, IN 47122	Salem, IN 47167
	License No.: *(where applicable)*

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