

# **Greenfield Engineering & Planning**

10 South State Street Greenfield, IN 46140 Phone: (317) 477-4320 Fax: (317) 477-4321

March 25, 2025

Board of Public Works and Safety 10 S. State Street Greenfield, IN 46140

Re:

Reimbursement Agreement with Centerpoint Energy North

Waterview Lift Station

Dear Members,

Greenfield is replacing Waterview Lift Station (located on Hancock County 4-H Ag Association Inc. property) and the incoming gravity sewer from the north in the Waterview Estates subdivision.

The gravity sewer portion of the project is replacing a portion of Waterview Blvd from curb to curb. There was also found to be a conflict between a new storm sewer structure and the gas main. Centerpoint Energy will protect and replace the gas main during the construction, but this is a reimbursable activity. Because the contractor will have the entire road subgrade exposed, there is a substantial cost savings resulting in an estimated charge of less than \$5,000.

One should note that multiple gas services to homes will be replaced by Indiana Gas at their expense.

Because of the urgency in this matter and the minimal costs involved, Mayor Titus has entered into the attached reimbursement agreement reflecting an estimated cost of \$4,822.96. So that this agreement may be documented, the matter is placed on the Board of Works agenda.

The costs for this effort will be borne by the Wastewater Utility.

Recommended motion to receive the agreement and place on file a Reimbursement Agreement with Indiana Gas Company, Inc. (dba Centerpoint Energy North) for work related to the Waterview Lift Station in the estimated amount of \$4,822.96.

Glen E. Morrow, PE

70st=Noreal

City Engineer

# REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") made and entered into this day of, 2025, by and between City of Greenfield ("Customer") and
Indiana Gas Company, Inc., an Indiana corporation doing business as CenterPoint Energy North
("Company").
WITNESSETH:
WHEREAS, Customer desires to make certain changes, improvements and/or adjustments to their property or facilities located at or near, Waterview Blvd. & Lake View Dr. ("Project").
WHEREAS, said changes, improvements and/or adjustments will adversely affect Company's operation and maintenance capabilities to its Gas Distribution system.
WHEREAS, due to said construction, certain adjustments, removals, alterations and/or relocations of existing Company's facilities will have to be made as shown on Exhibit "A" attached hereto and by this reference made a part of this Agreement.
WHEREAS, it is in the best interests of both Company and Customer for Company to make these adjustments, removals, alterations and/or relocations of its existing facilities with their regular construction and maintenance forces, or by a contractor(s) paid under a contract let by Company.
NOW THEREFORE, for and in consideration of the mutual covenant herein recited, both Company and Customer do herein agree as follows:

To provide a complete and detailed drawing of the work that will be required by Company to adjust, remove, alter and/or relocate its facilities in a manner that will allow Company to maintain and operate its facility in an approved and acceptable manner, said drawing is referenced above and

COMPANY agrees and covenants to the following:

attached to this Agreement as Exhibit "A".

**SECTION I** 

To complete with its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours, or by a Company approved contractor(s), the necessary adjustments, removals, alterations and/or relocations to its existing facilities as shown in Exhibit "A". The preliminary cost estimate thereof being 4.822.96, as shown on the estimate attached hereto and marked Exhibit "B" which said Exhibit "B" is hereby made a part of this Agreement.

To keep accurate and complete records of all the work and charges required to complete the work detailed in Exhibit "A" and to make these documents accessible to Customer or their auditors for a period of (3) three years from the date final payment is received by Company.

Should these records be audited, and discrepancies found that resulted in an overpayment by Customer, such over payment refund shall be authorized for repayment to Customer within 60 calendar days from the day the discrepancy is discovered, provided that both Company and Customer concur that an over payment has been made.

To provide to Customer a written explanation if the total project charges exceed the estimated project estimate shown in Exhibit "B" said written explanation will be provided to Customer in a timely manner though it is to be understood that some project discrepancies may not be identified until the time of final billing.

## **SECTION II** CUSTOMER agrees and covenants to the following:

To reimburse to Company the actual cost incurred by Company to complete its work which is estimated to be \$4,822.96; the amount shown in exhibit "B" of this Agreement, within 60 calendar days from the date the payment is requested in writing by Company, in one lump sum payment, said Exhibit "B" total being only the estimated dollar amount for Company to complete the work described in Exhibit "A" and presented at the time of the final billing.

**SECTION III** Neither Customer nor its contractor(s) or subcontractors, if any, shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his race, color, religion, national origin or ancestry. Breach of this convening may be regarded as a material breach of the contract.

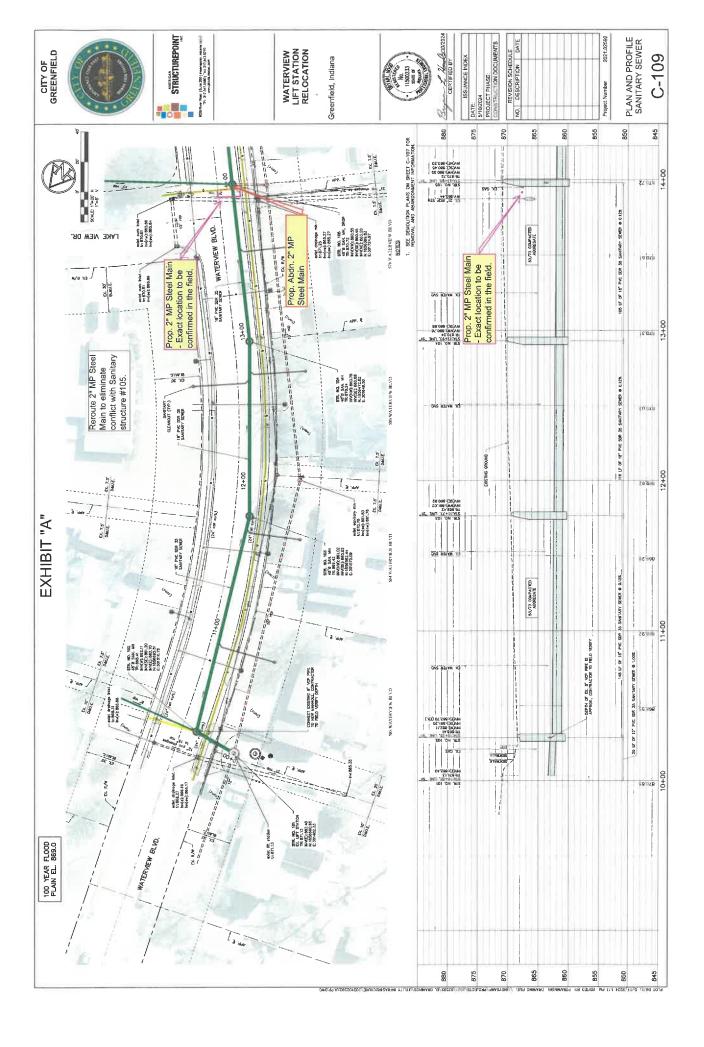
**SECTION IV** Customer, its contractor(s) and subcontractors, if any, shall abide by all terms and conditions of Company, and/or other Customer agencies for the Project including, but not limited to, State, County and Municipal authorities, the United States Army Corps of Engineers, Indiana Environmental Protection Agency and Indiana Department of Natural Resources.

**SECTION V** No portion of this Agreement shall become legally binding until the Agreement is fully signed and executed by both parties.

IN WITNESS WHEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized company officials and/or property owners.

### **COMPANY**

Indiana Gas Company, Inc., an Indiana corporation
doing business as CenterPoint Energy Indiana North
Fitle:
1100
GIVOTO A FOR
CUSTOMER
1-11-1 Ulle
(Signature of Customer Official)
Guy Titus
(Print Name)
Mayor
(Customer Official's Title)



# EXHIBIT "B"

Cost Distribution         Project Des. No.         N/A           Estimator         Timmy Langston         Plant Account A	Cer	CenterPoint Energy (Vectren) Estimate	n) Estimate		
Date 3/19/2025  Wo Description Relocate Main Grand Totals:					
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No Description Relocate Main Grand Totals:	3/19/2025				
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# RE: [External Email] Waterview LS - Agenda from March 6, 2025 Progress Meeting

From: Langston, Timothy S

Thu, Mar 20, 2025 09:58 AM

<timothy.langston@centerpointenergy.com>

7 attachments

Subject: RE: [External Email] Waterview LS - Agenda from March

6, 2025 Progress Meeting

To: Machala, Dave < DMachala@structurepoint.com >,

'gmorrow@greenfieldin.org' <gmorrow@greenfieldin.org>

Cc: Sparks III, Robert V

<robert.sparks@centerpointenergy.com>, Hood, Bryan

<bhood@structurepoint.com>

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Glen and Dave,

Please find the attached. Note – this is an agreement for just the relocation that is necessary to eliminate conflict with the Sanitary structure # 105. This estimate is only for pipeline materials and a company crew to perform the work. This doesn't include any traffic control or restoration, since Conexco will be excavating the hole and will have the road shut down. We are taking care of the service to 593 Waterview Blvd and the plastic relocation in conflict with Storm structure #'s 101 & 102.

I put Guy Titus as the signatory; he signed the last agreement that I had with the City. Once signed, please return to me and I'll have our side sign it. Then I'll combine the documents and send a Fully Executed document for all of our records. Electronic signatures are acceptable.

If there are any questions that you would like to discuss before the progress meeting, then please feel free to call my cell, 812.560.3434. I will be on the progress meeting, via Teams.

# **Thanks**



Timmy Langston, PE Staff Engineer

CenterPoint Energy | Gas Dist, Engineering 812.348.6703 w

CenterPointEnergy.com

From: Machala, Dave < DMachala@structurepoint.com>

**Sent:** Monday, March 10, 2025 8:41 PM

To: 'ndezelan@greenfieldin.org' <ndezelan@greenfieldin.org>; 'sevans@greenfieldin.org' <sevans@greenfieldin.org>; 'groland@greenfieldin.org' <groland@greenfieldin.org>; 'nchappell@greenfieldin.org' <cgill@greenfieldin.org' <cgill@greenfieldin.org' <cgill@greenfieldin.org>; 'rsouchon@greenfieldin.org' <rsouchon@greenfieldin.org>; Hood, Bryan <br/>

**Cc:** Sparks III, Robert V <robert.sparks@centerpointenergy.com>; Langston, Timothy S <timothy.langston@centerpointenergy.com>; Culver, Josh <JCulver@structurepoint.com>; Higginson, Scott <shigginson@structurepoint.com>; Lyon, Will <WLyon@structurepoint.com>

Subject: [External Email] Waterview LS - Agenda from March 6, 2025 Progress Meeting

# **EXTERNAL EMAIL**

**CAUTION:** This message originated from outside CenterPoint Energy. Do not click on links, open attachments, or enter data unless you recognize the sender, were expecting the content and know it to be safe.

All:

Attached are the meeting minutes from the March 6, 2025 progress meeting.

Thanks, David

### **David Machala**

Resident Project Representative 9025 River Road, Suite 200 Indianapolis, IN 46240

**CELL** 317-281-9563

**EMAIL** <u>dmachala@structurepoint.com</u> **WEB** <u>www.structurepoint.com</u>



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**DEVELOPMENT** 

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- EXHIBIT A.pdf
  2 MB
- **EXHIBIT B.pdf** 57 KB