



**BOARD OF SANITARY COMMISSIONERS
REGULAR MEETING
10:00 a.m. January 15, 2019
Third Floor City Hall**

REVISED - AGENDA

**CITY OF
TERRE HAUTE
BOARD OF
SANITARY COMMISSIONERS**

City Hall
17 Harding Avenue, Room 200
Terre Haute, IN 47807

Phone: 812.232.5458
Fax: 812.234.3973

www.terrehaute.IN.gov

1. Call to Order
2. Roll Call
3. Public Comments
4. Approve Minutes
5. Approve Claims
6. Phosphorus Project - Change Order #2
7. Green Infrastructure Improvement Project - United Consulting
8. Rule #13 Technical Support - Christopher Burke
9. Sanitary Sewer Acceptance - The Villas at Idle Creek
10. Storm Sewer Acceptance - Bill Farr and Joe Fox Street
11. Other
12. Adjournment



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**Minutes of Regular Meeting of the
Board of Sanitary Commissioners
Terre Haute, IN
January 2, 2019**

A regular Meeting of the Board of Sanitary Commissioners was held in the Mayor's Conference Room on the third floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana, on the 2nd day of January 2019, at 10:00 a.m. Those present were Jim Winning, Chuck Ennis, Brad Bush, Tim Adams, and Larry Auler for the Board of Sanitary Commissioners. Terry Modesitt was present.

Also present was Debbie Padgett, Howard Grinenger of the Tribune Star; Brad Speidel of the IT Department; and Sally Roetker, Scott Barbour, Jennifer Bolen, of the Engineering Department.

The meeting of the Board of Sanitary Commissioners was called to order by President Brad Bush. There were no public comments.

APPROVE MINUTES

The minutes from the December 18, 2018 meeting were presented to the Board.

On motion of Tim Adams, seconded by Jim Winning and unanimously approved, it was resolved that the minutes from the December 18, 2018 meeting be approved.

APPROVE CLAIMS

The list of claims was presented to the Board for Sanitary District General and Waste Water Treatment Plant and discussed.

On motion of Larry Auler, seconded by Tim Adams, and unanimously approved that claims be approved as presented.

ELECT OFFICERS

A discussion occurred in regards to the election of officers.

On motion of Chuck Ennis, seconded by Larry Auler and unanimously approved, it was resolved that the officers would remain the same in 2019. Brad Bush will be President, Tim Adams will be Vice President, and Jim Winning will be Secretary.

SET MEETING DATES/TIMES FOR 2019

A discussion occurred regarding the meeting times and dates for 2019.

On motion of Tim Adams, seconded by Chuck Ennis, and unanimously approved, it was resolved that the meeting would remain the 1st and 3rd Tuesday of each month. If the meeting date falls on a holiday, it will be held the next business day.

IDLE CREEK LOTS 411 TO 426 SEWER ACCEPTANCE

Marc Maurer presented the Board with Idle Creek Lots 411 to 426 sewer acceptance request. Marc Maurer informed the Board that everything has been inspected and approved.

On motion of Tim Adams and seconded by Jim Winning, and unanimously approved that the Idle Creek Lots 411 to 426 Sewer Acceptance be approved.

OTHER

-Marc Maurer informed the Board that due to the holidays there has been a request to extend the bid opening date for the Main Lift Station Project. This will require a special call meeting. Marc will look into scheduling the bid opening on January 24th or 25th. It was originally scheduled for January 15th.

ADJOURNMENT

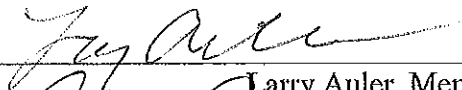
The Organizational Meeting of the Sanitary Board will be held on January 15th, 2019 at 10:00 a.m. in the Mayor's Conference Room, 3rd Floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana.

APPROVED on the 15th day of January, 2019.

Brad Bush, President

Tim Adams, Vice President

Jim Winning, Secretary



Larry Auler, Member



Chuck Ennis, Member

Sanitary District Claims January 15, 2019

SANITARY BOND FUND

WWUTILITY / 0620-0061- Services Contractual

Modesitt Law Firm	Legal Svcs/ Nov 2018	\$ 2,083.54
Modesitt Law Firm	Legal Svcs/Dec 2019	\$ 1,057.99
Prof Svcs Inc.	High Rate Treatment/Cavu Ops	\$ 287.00

WWUTILITY / 0620-0061- Insurance General/Prop & Casualty

Old National Insurance	Commercial Pkg 5/1-5/1/19	\$ 627.36
Old National Insurance	Commercial Umbrella 5/1-5/1/19	\$ 73.84

WWUTILITY / 0620-0061- Publication of Legal Notices

WWUTILITY / 0620-0061- Drainage Improvements

WWUTILITY / 0620-0061- Drainage Ways

MAIN LIFT STATION/ SRF FUND

PHOSPHORUS REMOVAL/ SRF FUND

SRF INTEREST FUND

CSO/LTCP P23

Wastewater Utility Claims

347.090 User Fees

Amanda/Totten	Sewer Bill Refund	\$288.98
Shelby/Smith	Sewer Bill Refund	\$28.21

Personnel Services

414.020 Protective Clothing

Boot City	Safety Boots - Curt M.	\$140.00
Boot City	Safety Boots - Austin S.	\$140.00
John Deere Financial Inc.	Steel Toe Boots	\$104.97
Shoe Dept. Inc.	Safety Boots - John P.	\$129.99

Supplies

421.170 Chemicals

Bio Chem Inc.	Hyper Ion	\$8,912.00
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Operating Supplies

422.005 Operational Supplies

American Welding & Gas Inc.	Propane	\$46.99
Batteries Plus Bulbs	Batteries	\$75.60
Ceres Solutions Cooperative Inc	Engine Oil	\$1,342.55
Kimball Midwest Inc.	Cleaner	\$133.28
Lawson Products Inc.	Cloth Tape, Brake Klean, Paint	\$442.68
Lawson Products Inc.	Sealant	\$141.00
Menards	Cleaner, Pinesol, Bleach, Etc.	\$90.64
N.E.W. Interstate Concrete, Inc.	Hot Water, Fiber, 2% Calcium Chloride	\$38.00
N.E.W. Interstate Concrete, Inc.	Hot Water	\$35.00
N.E.W. Interstate Concrete, Inc.	Hot Water, Fiber, 2% Calcium Chloride	\$99.75
Quality Automotive Dist. Corp	Spotlight Bulb	\$60.00
Sherwin Williams Paints	Paint	\$32.29
Sherwin Williams Paints	Paint	\$385.00

422.010 Gas

Automated Fuels Inc.	Gas	\$1,456.94
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422.020 Diesel

Automated Fuels Inc.	Diesel Fuel	\$1,532.30
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Other Supplies

422.110 Boc Gas

Airgas, Inc.	Acetylene, Oxygen	\$236.04
Praxair Distribution	Argon, Stargon, Nitrogen	\$84.15

422.160 Lab Supplies

USABluebook LTD	Pipet Tips	\$57.10
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Rep./Maint. Supplies

423.015 Maint./Rep.

BC Heavy Truck & Electric Inc.	Steering Gear	\$1,089.42
Invironmental Inc.	Coupling Cover Grid Assembly	\$413.00
Lawson Products Inc.	Hex Cap Screws, Washers, Etc.	\$155.30
Lawson Products Inc.	Air Brake Fittings	\$1,011.46
Mastercard	Van's Electrical Systems - Switch	\$113.04
Mastercard	Thoroughbred Diesel - Cam Caster Adjuster Kit	\$285.00
Menards	Aluminum Rod	\$9.98
McCord Tire Service Inc.	New Tires	\$555.64
McCord Tire Service Inc.	New Tires	\$97.42
N.E.W. Interstate Concrete, Inc.	Limestone Air	\$184.00
N.E.W. Interstate Concrete, Inc.	Flowable Fill	\$528.50
N.E.W. Interstate Concrete, Inc.	Limestone Air	\$483.00
O'Reilly Auto Parts Inc.	Tie Rod End	\$59.04
O'Reilly Auto Parts Inc.	Engine Mount	\$83.31
O'Reilly Auto Parts Inc.	Blower Motor	\$82.12
Quality Automotive Dist. Corp	Redi-Sensor	\$36.89
Quality Automotive Dist. Corp	Wheel Cylinder, Brake Shoe Self Adjuster Repair Kit	\$18.12
Quality Automotive Dist. Corp	Support Bearing	\$74.67
Quality Automotive Dist. Corp	Oil Filters	\$60.48
Quality Automotive Dist. Corp	Oil Filters	\$30.24
Quality Automotive Dist. Corp	Air Filters	\$25.95
Quality Automotive Dist. Corp	Disc Pad	\$41.59
Quality Automotive Dist. Corp	Couplers	\$16.22
Quality Automotive Dist. Corp	Turn Signal Relays	\$75.00
Quality Automotive Dist. Corp	Exhaust Gasket	\$4.81
Quality Automotive Dist. Corp	Wheel Nuts	\$13.36
Quality Automotive Dist. Corp	Blower Motor Resistor	\$21.60
Quality Automotive Dist. Corp	Brake Rotors	\$82.12
Quality Automotive Dist. Corp	Brake Pads, Brake Rotors	\$123.23
Southwest Auto Company	Electronic Control Module	\$135.00
Teledyne Instruments Inc.	Heater Kit	\$585.00
Vigo Dodge Inc	Fuel Cap	\$15.15
Vigo Dodge Inc	Thermostat Housing	\$33.53

Professional Services

432.010 Services Contractual

Bobbie/Natale	Contract Work	\$325.00
Bobbie/Natale	Contract Work	\$400.00
Electrical Automation Services LLC	Hosted Access Control	\$111.00
Electrical Automation Services LLC	IT Services	\$14,800.00
McGuire Excavating & Trucking Inc.	Disposal Loads	\$104.34
Moser Consulting Inc.	Managed Service Agreement	\$1,000.00
N.E.W. Interstate Concrete, Inc.	Late Charge	\$336.60
N.E.W. Interstate Concrete, Inc.	Late Charge	\$551.31
ONI Risk Partners Inc.	Consulting Fee	\$3,700.00
Robert L. Hoopingarner	Disposal Loads	\$200.00
Time Warner Cable	Internet Service	\$2,562.25
Verizon Wireless	Air Cards for Lift Stations	\$270.17
Vigo County Recorder's Office	Releasing Liens	\$3,750.00
Vigo County Recorder's Office	Releasing Liens	\$3,575.00

432.071 Lab Testing

Element Materials Technology LLCORP	Lab Testing	\$493.00
Pace Analytical Services Inc.	Local Limits Testing	\$52.00
Pace Analytical Services Inc.	Lab Testing	\$31.00
Pace Analytical Services Inc.	Lab Testing	\$52.00

Comm./Transportation

433.020	Postage		
	United Parcel SVC	Postage	\$11.13

433.040 Freight

BC Heavy Truck & Electric Inc.	Freight	\$97.30
Invironmental Inc.	Freight	\$17.98
Lawson Products Inc.	Freight	\$61.01
Lawson Products Inc.	Freight	\$61.66
Teledyne Instruments Inc.	Freight	\$23.00
USABluebook LTD	Freight	\$8.11

Print/Advertising

434.010	Printing		
	Print It Plus Inc.	Time Cards	\$41.52

Utility Services

436.010 Electric Utility

Duke Energy	Electric Utility	\$202.76
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436.020 Gas Utility

Vectren	Gas Utility	\$6,867.96
Vectren	Gas Utility	\$147.60
Vectren	Gas Utility	\$212.30
Vectren	Gas Utility	\$143.68
Vectren	Gas Utility	\$51.58

436.030 Water Utility

IN American Water	Water Utility	\$44.67
IN American Water	Water Utility	\$116.10
IN American Water	Water Utility	\$54.47

Rep./Maint

437.010 Equipment Repair

Burke Spring & Alignment Inc.	Repaired A Vactor	\$2,086.84
Christopher A. Poe Snap on Tools	Repaired an Impact	\$155.00
McCord Tire Service Inc.	Installed New Tires on a Vactor	\$1,488.44
Wabash Valley Motor & Machine Inc.	Repaired a Pump	\$2,477.68
Wiese Inc.	Repaired Forklift	\$607.06

437.030 Vehicle Rep./Maint.

Mike's Stop & Shine	Car Washes	\$28.00
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438.010 Rental of Equipment

MacAllister Machinery Co. Inc.	Rented a Forklift	\$641.00
United Rentals Inc.	Rented a Mini Excavator	\$1,456.31

Machinery & Equipment

444.010 Equipment Purchase

Lawson Products Inc.	Drill Bits, Grinding Wheel, Etc.	\$542.48
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Lowe's	Refrigerator	\$518.70
Marlin Business Bank	Skid Steer, Etc.	\$6,364.45
Mastercard	Wise Auto Tools LLC - Locking Tools	\$229.99
Quality Automotive Dist. Corp	Tire Changer	\$10,799.00
Sherwin Williams Paints	Paint Brushes, Roller Trays, Etc.	\$267.07

Grand Total = \$90,715.17

1/02/2019 Check Run \$18,460.11

1/10/2019 Check Run \$29,084.92

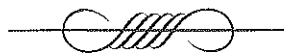
1/15/2019 Check Run \$43,170.14

PROFESSIONAL SERVICES AGREEMENT



This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between *the DISTRICT of Terre Haute Sanitary District*, ("DISTRICT") and *UNITED CONSULTING*, an Indiana corporation ("UNITED CONSULTING").

WITNESSETH



WHEREAS, UNITED CONSULTING desires to provide, and DISTRICT desires for UNITED CONSULTING to provide, certain professional services to be performed with respect to *The CSO 008 Green Infrastructure Improvements Project* ("Project"), subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section I – Services by UNITED CONSULTING

The engineering services to be performed by UNITED CONSULTING are described in Appendix "A" attached hereto, and made a part hereof, and are referred to herein as the "Services".

Section II – Information and Services to be furnished by DISTRICT

The information and services to be furnished by the DISTRICT are as set out in Appendix "B", which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

UNITED CONSULTING shall commence performance under this Agreement upon execution by the parties and shall provide the Services hereunder in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

Section IV - Compensation

For all Services rendered by UNITED CONSULTING under this Agreement, DISTRICT agrees to pay UNITED CONSULTING on the basis of fees and charges established in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

Section V – Term and Termination

1. Term

This Agreement shall commence upon execution by the parties and shall continue until completion of the Services and deliverables as set forth in Appendix "C" or unless terminated as set forth below.

2. Termination

DISTRICT reserves the right to terminate or suspend this Agreement upon five days advance written notice to UNITED CONSULTING. Upon termination of this Agreement, UNITED CONSULTING shall deliver all Work Product (as defined herein) to DISTRICT. The dollar amount for any earned but unpaid Services performed by UNITED CONSULTING shall be based upon an estimate of the portions of the total Services completed by UNITED CONSULTING through the effective date of termination, which estimate shall be as made by DISTRICT in the exercise of its honest and reasonable judgment for all Services to be paid for on a lump sum basis and shall be based upon an audit by DISTRICT of those Services to be paid for on a cost basis or a cost plus fixed fee basis as described in Section IV hereof.

Section VI - General Provisions

1. Subcontracting

It is recognized that UNITED CONSULTING may engage subcontractors to perform a portion of the work under this Agreement. The engagement of subcontractors by UNITED CONSULTING shall not relieve UNITED CONSULTING of any responsibility for the fulfillment of this Agreement. No subcontractor shall subcontract any portion of its work under this Agreement.

UNITED CONSULTING will include a term requiring compliance with all applicable Code of Ethics and Conflict of Interest Policies of the DISTRICT in any agreement with a subcontractor for the fulfillment of work under this Agreement.

2. Ownership of Documents

All reproducible materials prepared by UNITED CONSULTING or its subcontractors in connection with this Agreement, alone or in combination with others, on any and all media, in whole or in part, and all copies thereof, whether created before, during, or after the term of this Agreement (collectively, the "Work Product") will be the property of DISTRICT.

UNITED CONSULTING shall be allowed to retain copies of all documents included in the Work Product, unless prohibited for reasons of security and as mutually agreed by both parties.

UNITED CONSULTING agrees that written agreements with any and all subcontractors used by UNITED CONSULTING to fulfill UNITED CONSULTING's obligations hereunder shall contain language substantially similar to that of this Subsection to assign to DISTRICT all Work Product by such subcontractors, and to require cooperation with UNITED CONSULTING on the same terms and conditions as set forth herein.

The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of this Agreement.

3. Access to Records

Full access to the work during the progress of the Services shall be available to the DISTRICT. UNITED CONSULTING and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment for Services is made by the DISTRICT to UNITED CONSULTING.

4. Liability for Damages

UNITED CONSULTING assumes all risk of loss, damage or destruction to the work product, to all of its materials, tools, appliances and property of every description, and for injury to or deaths of its employees or agents arising out of or in connection with the performance of this Agreement, excluding that which occurs due to the acts or failure to act of any third party, and excluding that which is caused by the DISTRICT.

5. General Liability Insurance

- a. Amounts and Coverage. UNITED CONSULTING shall procure and maintain at its expense insurance of the kind and in the amounts set forth in Appendix "E" by companies authorized to do such business in the State of Indiana covering all Services and related activities performed by UNITED CONSULTING.
- b. Evidence of Insurance. Before commencing its Services, UNITED CONSULTING shall furnish to DISTRICT a certificate, or certificates, showing that it has complied with this Section VI.5.b, which certificate or certificates, shall also designate DISTRICT as an additional named insured. The policies shall not be changed or canceled unless thirty (30) days prior written notice has been given to DISTRICT.

6. Workmen's Compensation

UNITED CONSULTING shall be responsible for providing all necessary unemployment and Worker's Compensation Insurance for its employees. UNITED CONSULTING shall provide the DISTRICT with a certificate of insurance indicating that it has complied with this requirement.

7. Changes in Work

- a. Prior Approval. UNITED CONSULTING shall not commence any additional services or change of scope until authorized by the DISTRICT.
- b. Additional Services. Additional services may include, but not be limited to:
 - i. Services associated with significant changes in the scope, extent, or character of the portions of the Project required by, but not limited to, changes in scope, complexity or schedule and revisions required by changes in applicable laws and regulations or due to any other causes beyond UNITED CONSULTING's control.
 - ii. Preparing to serve or serving as a consultant or witness for DISTRICT in any litigation or other dispute resolution process related to the Project that does not involve a claim against UNITED CONSULTING or a claim that is based on an alleged act of negligence or breach of contract by UNITED CONSULTING.
 - iii. Subject to other provisions of this Agreement, additional or extended services during the Project made necessary by (1) emergencies or Acts of God endangering the Project site, (2) an occurrence of a hazardous environmental condition, (3)

damages to DISTRICT facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Project Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages, and (6) default or failure to perform by other consultants.

8. Non-Discrimination and Code of Ethics

UNITED CONSULTING and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

UNITED CONSULTING shall comply with all applicable Code of Ethics and Conflict of Interest Policies of the DISTRICT.

9. Safety

- a. Responsibility. UNITED CONSULTING shall be directly responsible for the safety requirements and programs applicable to its own employees, its subcontractors and other parties with whom it has contracted to perform Services with respect to the Project.
- b. Compliance. UNITED CONSULTING's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. UNITED CONSULTING shall report to DISTRICT, in writing, any injury or accident at the Project site involving its employees, its subcontractors or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.
- c. Notification. UNITED CONSULTING shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than UNITED CONSULTING and its subcontractors.

10. Independent Contractor

DISTRICT and UNITED CONSULTING are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint venturers or associates of one another. 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 will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. UNITED CONSULTING shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

11. Indemnification

UNITED CONSULTING agrees to indemnify the DISTRICT for all claims and liability due to the negligent acts of UNITED CONSULTING or its subcontractors, agents or employees.

12. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses by Certified Mail, Return Receipt.

DISTRICT:

*Charles W. Ennis, PE, SE
City Engineer
17 Harding Avenue, Room 200
Terre Haute, Indiana 47807*

UNITED CONSULTING:

*United Consulting
Dave Richter, President
1625 North Post Road
Indianapolis, Indiana 46219*

13. Authority to Bind United Consulting

As used in this Agreement, UNITED CONSULTING refers to United Consulting Engineers, Inc. d/b/a UNITED CONSULTING. Further, the signatory for UNITED CONSULTING represents that he/she has been duly authorized to execute this Agreement on behalf of UNITED CONSULTING and has obtained all necessary or applicable approvals to make this Agreement fully binding upon UNITED CONSULTING when his/her signature is affixed hereto.

14. Successors and Assignees

This Agreement is binding upon and shall inure to the benefit of DISTRICT and UNITED CONSULTING and their respective successors and permitted assigns. UNITED CONSULTING shall not assign this Agreement without the written consent of DISTRICT.

15. Entire Agreement; Amendments

This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Vigo County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.

17. Non-Waiver

It is agreed and acknowledged that no action or failure to act by DISTRICT or UNITED CONSULTING as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either

party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

18. Invalid Provisions

If any part of this Agreement is later found to be contrary to, prohibited by or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

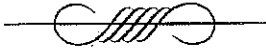
19. Dispute Resolution

Any dispute arising out of this Agreement that cannot be resolved through informal discussions between the parties, shall be subject to this Section.

- a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.
- b. Should any dispute arise with respect to this Agreement that cannot be resolved through informal discussions between the parties, a party shall serve written notice to the other party outlining the details of the dispute and demanding mediation. No later than twenty (20) days from the date of the notice demanding mediation, the parties shall confer to discuss the selection of the mediator and agree upon other mediation procedures.
- c. Submission of a dispute under this Agreement to a mediation procedure shall be a condition precedent to filing litigation. No litigation shall be initiated by either party unless the mediation has been completed (unsuccessfully) or a party has failed to participate in a mediation procedure.


[Signature page follows]

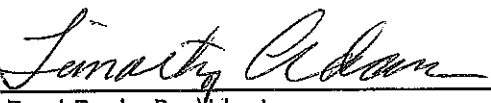
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.




UNITED CONSULTING

DISTRICT


BY: 
Dave Richter, PE, PLS, President

BY: 
~~Brad Bush, President~~
Timothy Adams Vice-President

BY: 
Keith Bryant, PE, Vice-President

DATE: 1/9/19

DATE: 1-15-19

ATTEST: 

LIST OF APPENDICES

Appendices

- Appendix A** - Services by UNITED CONSULTING
- Appendix B** - Information and Services to be provided by DISTRICT
- Appendix C** - Project Schedule
- Appendix D** - Compensation
- Appendix E** - Insurance

Services by UNITED CONSULTING**ENGINEERING SCOPE OF SERVICES**

The Engineering Scope of Services will generally include the services for preliminary engineering, design, and coordination with DISTRICT to define specific green infrastructure improvements for design and construction of the CSO 008 Green Infrastructure Improvements Project. The primary goal of the project is to reduce drainage area directly connected to the combined sewer system within the CSO 008 basin to minimize future improvements for compliance with the DISTRICT's CSO Long Term Control Plan. The DISTRICT's budget for this Project is limited to \$2,000,000.

A preliminary evaluation of green infrastructure opportunities in the CSO 009 basin (Indiana State University campus) was originally performed by LimnoTech with summary report dated October 19, 2010. The DISTRICT has recently decided to implement green infrastructure opportunities in the CSO 008 basin and specifically the City Hall parking lot area (east side of First Street between Cherry Street and Ohio Street) to better evaluate implemented options and observe day to day operations. Up to three green infrastructure concepts may be implemented with this project. Preliminary engineering for specific improvements will be performed to consider system functionality, effectiveness, constructability, cost and acceptance by DISTRICT prior to moving forward with design.

SCOPE OF SERVICES

The Scope of Services is as more specifically described below:

A. PRELIMINARY ENGINEERING:

- 1) Review of existing GIS mapping of storm and combined sewers within the project areas to confirm drainage areas directly connected to the combined sewer system.
- 2) Review of existing Master Plan documents within project area.
- 3) Coordination with HWC Engineering to review existing flow monitoring data in the project area.
- 4) Coordination with DISTRICT to identify sewer televising and field testing (by others) in project areas to verify existing pipe connections and dry well locations.
- 5) Contact utility companies to obtain available mapping and to begin initial utility coordination.
- 6) Geotechnical subsurface investigation and engineering to determine subsurface conditions for design consideration and construction impacts. Included are up to four test borings to a depth of ten feet and four percolation tests to estimate infiltration rates.
- 7) Preparation of budgetary construction cost estimates.
- 8) Attendance at up to three coordination meetings with DISTRICT representatives including preparation of agenda, presentation of preliminary design information, and preparation of

meeting minutes to document decisions.

- 9) Development of a detailed project scope for selected project for final design and construction along with detailed construction cost estimate.
- 10) Development of a project schedule for the selected project.
- 11) Quality Assurance/Quality Control of the work and project deliverables.

B. DESIGN PHASE

- 1) Design meeting attendance (up to three meetings) with DISTRICT representatives and coordination during design including preparation of agenda and preparation of meeting minutes to document decisions.
- 2) Coordination with the City Wastewater Department.
- 3) Reasonable coordination with existing utilities in the project area.
- 4) Green infrastructure design, drainage design, and pipe layout and routing to reduce stormwater flow to the combined sewer system for one selected site.
- 5) Design services and plan generation necessary for permitting, bidding and construction for one selected site. The preliminary construction drawing sheet list is attached for reference and includes an estimated total of 20 plan sheets.
- 6) Technical Specification and standard Construction Contract preparation.
- 7) Design and detailing of the proposed structures.
- 8) Hydraulic calculations and design for the proposed sewer segments and structures.
- 9) Project cost estimate preparation at key design intervals (50% design, 90% design, and final design). It is understood that UNITED CONSULTING is not responsible for construction costs but will continue to monitor anticipated costs and offer project adjustments when feasible to remain within budget.
- 10) Design field reviews.
- 11) Supplemental field topographical survey for one selected site (6 acres maximum).
- 12) Field survey of existing utilities as located by the utilities.
- 13) Coordination with local Soil & Water Conservation District for Rule 5 Erosion Control Permitting and submittal of Rule 5 Notice of Intent to the Indiana Department of Environmental Management.
- 14) Coordination with the City Engineering Department in regards to the local road closures, detours and restoration.
- 15) Research and review of existing apparent rights-of-way and easements as well as surrounding property ownership.
- 16) Written monthly status reports to the DISTRICT.
- 17) Assistance with coordination with the State Revolving Fund group for the project planning and design phases.

C. ADDITIONAL SERVICES: UNITED CONSULTING may also provide additional services as directed by the DISTRICT to be billed in accordance with Appendix D or for an agreed upon fee. Additional services may include the following tasks:

- 1) Bid Phase services.
- 2) Construction Phase services.

- 3) Attendance at additional coordination meetings.
- 4) Design, permitting, etc. for additional project areas.
- 5) Additional utility coordination / relocation services.
- 6) Land acquisition services including property owner contact and negotiations, appraisals, buying, etc.
- 7) Additional permitting services.
- 8) Other additional services as requested.

Terre Haute - CSO 008 Green Infrastructure Improvements Project
Preliminary Construction Drawing Sheet List (1 Site)

Sheet	Title
1	Cover Sheet
2	Sheet Index/Legend
3	General Notes/Survey Reference
4	Existing Site #1 Plan Demo
5	Existing Site #1 Plan Demo
6	Site #1 Storm Sewer Plan/Profile
7	Site #1 Storm Sewer Plan/Profile
8	Site #1 Storm Sewer Plan/Profile
9	Site #1 Proposed Site Plan
10	Site #1 Proposed Site Plan
11	Site #1 Striping Plan
12	Site #1 Striping Plan
13	Site #1 Details
14	Site #1 Details
15	Site #1 Planting Plan
16	Site #1 Planting Plan
17	Storm Sewer Details
18	General Details
19	Erosion Control Details
20	Erosion Control Details

Information and Services to be furnished by DISTRICT

The DISTRICT shall furnish UNITED CONSULTING with the following:

- 1) GIS mapping of sanitary, storm, and combined sewers.
- 2) Topo survey prepared by Myers Engineering (dated 4/22/15)
- 3) As-Built plans for existing sewers (if available).
- 4) Master Plan documents.
- 5) Flow monitoring and modeling data and efforts as required for design and DISTRICT CSO LTCP compliance.
- 6) Sewer televising and field testing in project areas as needed to verify existing pipe connections and dry well locations.
- 7) Access to Project site and all existing structures, facilities, sewers and manholes.
- 8) Direction and option selection for project improvements following coordination meetings with DISTRICT.
- 9) CSO Long Term Control Plan applicable information and direction by others.

Schedule

All work by UNITED CONSULTING under this Agreement shall be completed and delivered to the DISTRICT for review and approval, if required, within the following time periods:

Item No.	Activity	Completion Schedule
1	Geotechnical Subsurface Services	60 days from Contract Commencement
2	Preliminary Engineering	120 days from Contract Commencement
3	Field Survey	60 days from Approval of Preliminary Engineering Recommendations
4	30% Design Completion	120 days from Approval of Preliminary Engineering Recommendations
5	60% Design Completion	60 days from 30% Design Approval
6	90% Design Completion	45 days from 60% Design Approval
7	Bid Document Completion	30 days from 90% Design Approval

Activity completion is dependent upon weather, assumption that coordination meetings can be scheduled on a timely basis, final project selections can be agreed upon between DISTRICT and Indiana State University, permit approvals, land acquisition, and other project milestones.

Compensation

A. Amount of Payment

UNITED CONSULTING shall receive payment for the work performed under this Agreement on an hourly basis plus expenses at direct cost for each task as indicated below with a maximum not to exceed total of \$240,000.00 unless a modification of the agreement is approved in writing by both parties.

- | | |
|----------------------------|--------------|
| 1. Preliminary Engineering | \$ 83,300.00 |
| 2. Design Phase | \$156,700.00 |

Hourly rates and expenses shall be in accordance with the attached Billing Rate Schedule.

B. Method of Payment

1. UNITED CONSULTING may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the DISTRICT. The invoice voucher shall represent the value, to the DISTRICT, of the partially completed work as of the date of the invoice voucher. UNITED CONSULTING shall attach thereto a summary of each pay item in Section A. of this Appendix, percentage completed and prior payments.
2. The DISTRICT for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay UNITED CONSULTING for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the DISTRICT.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Part 7, (changes in work) of the Agreement.

Billing Rate Schedule
CSO 008 Green Infrastructure Improvements Project

<u>Title</u>	<u>Hourly Rate</u>
Department Manager	\$238.00
Survey Manager	\$237.00
Senior Project Manager	\$206.00
Project Manager	\$182.00
Project Engineer	\$156.00
CADD Designer	\$145.00
Project Surveyor	\$156.00
RW Designer	\$145.00
Survey Crew Chief	\$129.00
Survey Technician	\$117.00

Notes:

1. Billing rates include overhead and profit margin.
2. Overtime hours will be billed at 130% of the rates above.
3. Mileage shall be reimbursed at \$0.60 per mile.
4. Per Diem shall be reimbursed at \$30.00 per night.
5. Other direct costs such as permit fees, recording fees, legal fees, advertising fees, hotel cost, etc. shall be reimbursed at their actual costs.
6. These billing rates shall be increased by 4% on January 1 of each year subsequent to 2019.
7. Work performed by Subconsultants shall be reimbursed at their actual cost.

APPENDIX E



Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walker & Associates 7364 E. Washington Street Indianapolis IN 46219	CONTACT NAME: Brenda Russell PHONE (A/C, No, Ext): (317) 353-8000 FAX (A/C, No): (317) 351-7149 E-MAIL ADDRESS: brenda@walkeragency.com																					
INSURED United Consulting Engineers Inc. 8440 Allison Pointe Blvd., Ste 200 Indianapolis IN 46250	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Sentinel Insurance Company</td><td>11000</td></tr><tr><td>INSURER B:</td><td>Hartford Accident & Indemnity Ins.</td><td>22357</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance Company	11000	INSURER B:	Hartford Accident & Indemnity Ins.	22357	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: CL18102517456

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			84SBWUI8421	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$ 2,000,000
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			84URGVV8861	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		84SBWUI8421	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED	RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			84WEGCB8685	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability, Automobile and Umbrella coverage provides for additional insured when agreed by contract or agreement. General Liability, Automobile and Umbrella coverage is provided on a primary, non-contributory basis. General Liability, Automobile and Workers Compensation includes blanket waiver of subrogation. General liability does not exclude explosion, collapse or underground exposures and/or contract liability. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder.

CERTIFICATE HOLDER

For Information Only
For Information Only
For Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda Russell/BKR

Brenda Russell

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SterlingRisk 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797	CONTACT NAME:		
	PHONE (A/C, No, Ext): 800-767-7837	FAX (A/C, No): 516-487-0372	
INSURED United Consulting Engineers, Inc. 8440 Allison Pointe, BLVD, Suite 200 Indianapolis IN 46250	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Starr Surplus Lines Insurance Company		13604
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 466848441

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			SLSLPRO26234918	12/22/2018	12/22/2019	\$3,000,000 \$3,000,000 Limit each claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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July 13, 2018

Alicia Barnard
City of Terre Haute
3200 S. State Road 63
Terre Haute, IN 47802

Subject: **Rule 13 Technical Support
Professional Services Proposal**

Dear Ms. Barnard,

As you requested, Christopher B. Burke Engineering, LLC (CBBEL) has prepared this proposal to provide professional services to the City of Terre Haute. The following is our scope of services, and estimated fee in support of the project.

SCOPE OF SERVICES

Our services will include assistance, as needed, on activities associated with the Clean Water Coalition co-permitted entities' MS4 program, as detailed below.

- Assist with preparation of information needed for the Rule 13 storm water quality management program (SWQMP) document revisions and updates
- Complete review and update of SWQMP Parts B & C (including exhibits)
- Provide planning support in completing various implementation tasks necessary for compliance with MS4 regulations
- Continue to serve as a resource when questions arise regarding the Rule 13 program
- Other tasks as agreed upon

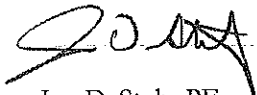
ESTIMATED FEE

We have estimated the total cost for these services should not exceed \$10,000. We will bill you monthly, on a time and material basis, in accordance with our attached standard 2018 charges for professional services. In addition, our contract will be established in accordance with the attached general terms and conditions. These general terms and conditions are expressly incorporated into and are an integral part of this contract for professional services.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by CBBEL will make null and void this agreement. Any time commitment made by CBBEL as part of the agreement does not begin until CBBEL has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call me or Lori Gates at the number listed above if you have any questions.

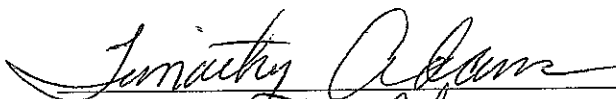
Sincerely,



Jon D. Stolz, PE
Managing Vice President

THIS PROPOSAL, SCOPE OF SERVICES, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE CITY OF TERRE HAUTE:

Signature:



Name (Printed):

Timothy Adams

Title:

Vice-President

Date:

1-15-18

Enclosures:

2018 Standard Charges for Professional Services
General Terms and Conditions

JDS/lg



<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	216
Engineer V.....	197
Engineer IV.....	172
Engineer III.....	144
Engineer I/II.....	113
Resource Planner V.....	160
Resource Planner IV.....	150
Resource Planner III.....	130
Resource Planner I/II.....	105
Engineering Technician IV.....	155
Engineering Technician III.....	139
Engineering Technician I/II.....	105
CAD II.....	130
CAD I.....	107
GIS Specialist III.....	139
GIS Specialist I/II.....	100
Environmental Resource Specialist V.....	151
Environmental Resource Specialist IV.....	139
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	105
Environmental Resource Technician.....	99
Administrative.....	75
Engineering Intern.....	60
Information Technician I/II.....	75

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage..... Cost + 12%

**Charges include overhead and profit*

Christopher B. Burke Engineering, LLC reserves the right to increase these rates and costs by 5% if the contract is executed after December 31, 2018.



1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof

through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of available professional liability insurance from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law and Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed

or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's available limit of insurance coverage. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or

loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. Indemnity Clause: When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary

protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

February 23, 2010-INDIANA

Modesitt

TERRY R. MODESITT*
TRICIA ROSE TANOOS
JARED R. MODESITT
JOEL K. MODESITT

*Licensed in Illinois

December 13, 2018

City of Terre Haute
Attn: Chuck Ennis
17 Harding Avenue, #200
Terre Haute, IN 47807

Debbie Padgett
Wastewater Utility
3200 South State Road 63
Terre Haute, IN 47802

Re: Christopher B. Burke Engineering, LLC
Rule 13 Technical Support
Professional Services Proposal

Dear Chuck and Debbie:

Please be advised that I have now reviewed the revisions which were made to the proposal per my previous review and request.

I approve the revisions and I am comfortable with the new proposal being executed. Obviously, I am not familiar with the scope of work required, but I will leave that up to Chuck since he is an engineer.

If you have any questions or wish to discuss this further, please feel free to contact me at any time.

Very truly yours,



Terry R. Modesitt

TRM/tf

401 Ohio Street
Terre Haute, IN 47807
(812) 234-3030
Fax (812) 232-3232

SECTION 00 63 63 - CHANGE ORDER

No. 2

Date of Issuance: January 4, 2019

Effective Date: November 12, 2018

Project: Phosphorus Removal Project	Owner: City of Terre Haute Board of Sanitary Commissioners	Owner's Contract No.:
Contract: City of Terre Haute Wastewater Treatment Facility - Phosphorus Removal Improvements		Date of Contract: April 6, 2018
Contractor: Thleneman Construction, Inc.		Engineer's Project No.: 2017-018

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Cost increase to include the cost of chemical used to treat for phosphorus removal (\$35,616.00) plus Contractor's OH & P of 5% (\$1,780.80).

Attachments (list documents supporting change):

Load delivery tickets and invoice for the chemical supplied.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,798,000.00

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:

\$ (44,000)

Contract Price prior to this Change Order:

\$ 1,754,000.00

[Increase] [Decrease] of this Change Order:

\$ 37,396.80

Contract Price incorporating this Change Order:

\$ 1,791,396.80

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 11-15-2018

Ready for final payment (days or date): 12-15-2018

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:

Substantial completion (days): NA

Ready for final payment (days): NA

Contract Times prior to this Change Order:

Substantial completion (days or date): 11-15-2018

Ready for final payment (days or date): 12-15-2018

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): NA

Ready for final payment (days or date): NA

Contract Times with all approved Change Orders:

Substantial completion (days or date): 11-15-2018

Ready for final payment (days or date): 12-15-2018

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 1-15-19

Approved by Funding Agency (if applicable):

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 1-15-19

ACCEPTED:

By: [Signature]
Contractor (Authorized)

Date: 1/14/2019

Date: _____

BIO CHEM, INC.

P.O BOX 5312
EVANSVILLE, IN 47716

Invoice

Date	Invoice #
12/6/2018	17523

Bill To
Thieneman Construction Attn. Eric Luebert 17219 Foundation Parkway Westfield, IN. 46074

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			12/6/2018			
Quantity	Item Code	Description			Price Each	Amount
178,080	Hyper Ion 1997	Hyper Ion 1997 Sales Tax			0.20 7.00%	35,616.00 0.00
					Total	\$35,616.00



CHEMTRADE

STRAIGHT BILL OF LADING - SHORT FORM

SHIPPER Chemtrade Chemicals US LLC		TIME IN	SHIPPING WEIGHTS * This shipment is correctly described. Weights recorded are correct subject to verification by governing inspection and weighing bureau.	GROSS	CARRIER MUST SHOW B/L NUMBER ON ALL FREIGHT BILLS Y
CONSIGNEE TERRE HAUTE WWTP 3200 S. STREET RD 63 TERRE HAUTE 47802 IN US		TIME OUT		TARE	
			SEAL NO.	NET	
POINT OF ORIGIN	CUSTOMER ORDER NUMBER	ORDER NUMBER	B/L NUMBER		
Chemtrade (East St. Louis, IL)	VERBAL MIKE	2120579	81308116		
CARRIER NAME	REQUIRED SHIP DATE	DATE SHIPPED	CONSOLIDATED B/L NO		
NEWMAN CARRIERS INC	Nov 12, 2018	11-13-18			
TRANSPORTATION MODE	INVOICE TO/BUYER	VEHICLE TIC NUMBER			
Truck	BIO CHEM INC	147-1417			
ROUTING		CONSIGNEE#	PAGE NUMBER		
		71244	1 of 1		

NO. AND DESCRIPTION OF PACKS	HM	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	ACTUAL WEIGHT
1 TT 45,000.000 LBS	X	UN3264, CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS POLYALUMINUM HYDROXYCHLORIDE), 8, PGIII ERG:154 HYPER+ION 1997 BULK Polyaluminum Chloride 022199700000 Material#: 3410 delivery hours 7 am- 3 pm mon - fri <i>Change Order per Eric</i>	How did we do? <div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; display: flex; align-items: center; justify-content: center; margin: 10px;"> First Delivery </div> <div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; display: flex; align-items: center; justify-content: center; margin: 10px;"> NSF </div> <div style="border: 1px solid black; padding: 2px; font-size: 0.8em;"> Certified to NSF/ANSI 60 Maximum Use Level 250 mg/L </div>

For information pertaining to the safe handling of spills, leaks, fire or exposure of hazardous chemicals CONTACT Chemical Transportation Emergency Center (CHEMTREC) : 1-800-424-9300 or CHEMTRADE LOGISTICS (U.S.), INC.: 1-866-416-4404. HAZARDOUS SUBSTANCE SPILLS must be reported to The National Response Centre: 1-800-424-8802 and appropriate local authorities.

MAIL PREPAID FREIGHT BILLS TO PERMANENT ADDRESS OF SHIPPER FOR PAYMENT	IF CHARGES ARE TO BE PREPAID, WRITE OR STAMP HERE "PREPAID"	Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Chemtrade Chemicals US LLC (Signature of Consignor)	COLLECT ON DELIVERY	REMIT TO
	Prepaid		C.O.D. CHARGE TO BE PAID BY: <input type="checkbox"/> SHIPPER <input type="checkbox"/> CONSIGNEE	NAME _____ STREET _____ CITY, STATE, ZIP CODE _____

Shipper
Chemtrade Chemicals US LLC
 155 Gordon Baker Rd, Suite 300
 Toronto, Ontario M2H 3N5
 Canada

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per: Michael St. Pierre, Vice President

SEE REVERSE SIDE FOR RELEASED VALUE STATEMENT AND CONTACT INFORMATION

PER _____ (PERMANENT POST OFFICE ADDRESS OF SHIPPER)	AGENT/CARRIER PER _____	CONSIGNEE PER _____
---------------------------------------------------------	----------------------------	------------------------



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 Our commitment to sustainability.

THESE PRODUCTS ARE SOLD AND SHIPPED IN ACCORDANCE WITH TERMS AND CONDITIONS OF SALES ON THE REVERSE SIDE OF THIS DOCUMENT.

910904

WEIGHED ON A FAIRBANKS SCALE

TICKET NUMBER 30847

CUSTOMER'S NAME _____
 ADDRESS _____
 COMMODITY _____
 CARRIER _____

INBOUND 42800 lb
 LOOP ID 81305133

INBOUND DATE 11-13-18 TIME 8:13-11
 OUTBOUND DATE 11-13-18 TIME 9:13-11

73300 lb GROSS
 42800 lb TARE
 13100 + 30500 lb NET

LOOP ID 81305133

DRIVER ON _____ OFF _____

30500
 13100
 Net - 43600

SHIPPER _____

WEIGHER _____

910974

WEIGHED ON A FAIRBANKS SCALE

TICKET NUMBER 30837

CUSTOMER'S NAME Terre Haute WWTP
 ADDRESS Terre Haute, IN
 COMMODITY Hyper-Ton 1997
 CARRIER Newman

INBOUND 29740 lb
 LOOP ID 81305133

INBOUND DATE 11-09-18 TIME 9:15AM
 OUTBOUND DATE 11-09-18 TIME 10:00AM

42840 lb GROSS
 29740 lb TARE
 13100 lb NET

LOOP ID 81305133

DRIVER ON _____ OFF _____

SHIPPER _____

WEIGHER _____

**CHEMTRADE****STRAIGHT BILL OF LADING - SHORT FORM**

SHIPPER Chemtrade Chemicals US LLC		TIME IN	SHIPPING WEIGHTS * This shipment is correctly described. Weights recorded are correct subject to verification by governing inspection and weighing bureau.	GROSS	CARRIER MUST SHOW B/L NUMBER ON ALL FREIGHT BILLS
CONSIGNEE TERRE HAUTE WWTP 3200 S. STREET RD 63 TERRE HAUTE 47802 IN US		TIME OUT	TARE		
			SEAL NO.	NET	
POINT OF ORIGIN Chemtrade (East St. Louis, IL)		CUSTOMER ORDER NUMBER VERBAL MIKE		ORDER NUMBER 2120580	B/L NUMBER 81308117
CARRIER NAME NEWMAN CARRIERS INC		REQUIRED SHIP DATE Nov 13, 2018		DATE SHIPPED 11-14-18	CONSOLIDATED B/L NO.
TRANSPORTATION MODE Truck		INVOICE TO BUYER BIO CHEM INC		VEHICLE T/C NUMBER 135 - 1002	
ROUTING		CONSIGNEE 71244		PAGE NUMBER 1 of 1	

NO. AND DESCRIPTION OF PACKS	HM	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	ACTUAL WEIGHT
1 TT 45,000.000 LBS	X	UN3264, CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS POLYALUMINUM HYDROXYCHLORIDE), 8, PGIII ERG:154 HYPER+ION 1997 BULK Polyaluminum Chloride 022199700000 Material#: 3410 delivery hours 7 am- 3 pm mon - fri	ES8111400 How did we do? First Delivery NSF Certified to NSF/ANSI 60 Maximum Use Level 250 mg/L 4246684 4246670

For information pertaining to the safe handling of spills, leaks, fire or exposure of hazardous chemicals, CONTACT Chemical Transportation Emergency Center (CHEMTREC) : 1-800-424-9300 or CHEMTRADE LOGISTICS (U.S.) INC.: 1-866-418-4404.
 HAZARDOUS SUBSTANCE SPILLS must be reported to The National Response Centre: 1-800-424-8802 and appropriate local authorities.

MAIL PREPAID FREIGHT BILLS TO PERMANENT ADDRESS OF SHIPPER FOR PAYMENT	IF CHARGES ARE TO BE PREPAID, WRITE OR STAMP HERE "PREPAID"	Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Chemtrade Chemicals US LLC (Signature of Consignor)	COLLECT ON DELIVERY	REMIT TO
	Prepaid		C.O.D. CHARGE TO BE PAID BY: <input type="checkbox"/> SHIPPER <input type="checkbox"/> CONSIGNEE	NAME STREET CITY, STATE, ZIP CODE

 Shipper
Chemtrade Chemicals US LLC

 155 Gordon Baker Rd, Suite 300
 Toronto, Ontario M2H 3N5
 Canada

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

 Per: Michael St. Pierre, Vice President
SEE REVERSE SIDE FOR RELEASED VALUE STATEMENT AND CONTACT INFORMATION

 PER [Signature] (PERMANENT POST OFFICE ADDRESS OF SHIPPER)

AGENT/CARRIER

 PER [Signature]

CONSIGNEE

PER _____


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PRD MARST Nov 12, 2018 15:59 EST

910877

WEIGHED ON A FAIRBANKS SCALE

TICKET NUMBER (CONT)

CUSTOMER'S NAME Torre Harte WOT?
ADDRESS 3200 Street Town Park WA
COMMODITY 111917
CARRIER Deane

INBOUND DATE 11-15-15 TIME 07:11
OUTBOUND DATE 11-15-15 TIME 11:13

78060 LB GROSS
31260 LB TARE
46800 LB NET

DRIVER ON OFF X

SHIPPER David Brown

WEIGHER

**CHEMTRADE****STRAIGHT BILL OF LADING - SHORT FORM**

SHIPPER Chemtrade Chemicals US LLC		TIME IN	SHIPPING WEIGHTS * This shipment is correctly described. Weights recorded are correct subject to verification by governing inspection and weighing bureau. 8122011	GROSS	CARRIER MUST SHOW B/L NUMBER ON ALL FREIGHT BILLS Y
CONSIGNEE TERRE HAUTE WWTP 3200 S. STREET RD 63 TERRE HAUTE 47802 IN US		TIME OUT	TARE	NET	
POINT OF ORIGIN Chemtrade (East St. Louis, IL)		CUSTOMER ORDER NUMBER VERBAL MIKE	ORDER NUMBER 2120581	B/L NUMBER 81308119	
CARRIER NAME NEWMAN CARRIERS INC		REQUIRED SHIP DATE Nov 14, 2018	DATE SHIPPED 11-14-18	CONSOLIDATED B/L NO	
TRANSPORTATION MODE Truck		INVOICE TO/BUYER BIO CHEM INC	VEHICLE T/C NUMBER 109 - 1002		
ROUTING			CONSIGNEE# 71244	PAGE NUMBER 1 of 1	

NO. AND DESCRIPTION OF PACKS	HM	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	ACTUAL WEIGHT
1 TT 45,000.000 LBS	X	UN3264, CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS POLYALUMINUM HYDROXYCHLORIDE), 8, PGIII ERG:154 HYPER+ION 1997 BULK Polyaluminum Chloride 022199700000 Material#: 3410 delivery hours 7 am- 3 pm mon - fri	858111400 How did we do? <div style="border: 1px solid black; border-radius: 50%; padding: 10px; text-align: center;"> First Delivery </div> <div style="border: 1px solid black; border-radius: 50%; padding: 10px; text-align: center;"> NSF </div> <div style="border: 1px solid black; padding: 2px; font-size: small;"> Certified to NSF/ANSI 60 Maximum Use Level 250 mg/L </div> 4246659 4246616

For information pertaining to the safe handling of spills, leaks, fire or exposure of hazardous chemicals CONTACT Chemical Transportation Emergency Center (CHEMTREC) : 1-800-424-9300 or CHEMTRADE LOGISTICS (U.S.), INC. : 1-866-416-4404.
 HAZARDOUS SUBSTANCE SPILLS must be reported to The National Response Centre: 1-800-424-8802 and appropriate local authorities.

MAIL PREPAID FREIGHT BILLS TO PERMANENT ADDRESS OF SHIPPER FOR PAYMENT	IF CHARGES ARE TO BE PREPAID, WRITE OR STAMP HERE "PREPAID"	Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Chemtrade Chemicals US LLC (Signature of Consignor)	COLLECT ON DELIVERY C.O.D. CHARGE TO BE PAID BY: <input type="checkbox"/> SHIPPER <input type="checkbox"/> CONSIGNEE	REMIT TO
	Prepaid			NAME _____ STREET _____ CITY, STATE, ZIP CODE _____

Shipper
Chemtrade Chemicals US LLC
 155 Gordon Baker Rd, Suite 300
 Toronto, Ontario M2H 3N5
 Canada

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per: Michael St. Pierre, Vice President

SEE REVERSE SIDE FOR RELEASED VALUE STATEMENT AND CONTACT INFORMATION

PER [Signature] (PERMANENT POST OFFICE ADDRESS OF SHIPPER)

AGENT/CARRIER
[Signature] 11-15-18
 PER [Signature]
 NEWMAN

CONSIGNEE
 PER [Signature]



Responsible Care®
 Our commitment to sustainability.

THESE PRODUCTS ARE SOLD AND SHIPPED IN ACCORDANCE WITH TERMS AND CONDITIONS OF SALES ON THE REVERSE SIDE OF THIS DOCUMENT.

910892
WEIGHED ON A FAIRBANKS SCALE

TICKET NUMBER 10883

CUSTOMER'S NAME Teere Hauke WWTP
ADDRESS Teere Hauke In.
COMMODITY 1997
CARRIER Newman

GROUND 10360 lb
COF ID 1002

INBOUND DATE	11-15-19	TIME	
OUTBOUND DATE	11-15-18	TIME	10:41

75120	1b	GROSS
30360	1b	TARE
44760	1b	NET

COUP ID 1002 ✓
DRIVER ON _____ OFF _____

K. Zwick
SHIPPER _____

WEIGHER _____

FAIRBANKS SCALE CAT. 96754



CHEMTRADE

STRAIGHT BILL OF LADING - SHORT FORM

SHIPPER Chemtrade Chemicals US LLC		TIME IN	SHIPPING WEIGHTS * This shipment is correctly described. Weights recorded are correct subject to verification by governing inspection and weighing bureau.		GROSS	CARRIER MUST SHOW B/L NUMBER ON ALL FREIGHT BILLS Y
CONSIGNEE TERRE HAUTE WWTP 3200 S. STREET RD 63 TERRE HAUTE 47802 IN US		TIME OUT	TARE			
			SEAL NO.		NET	
POINT OF ORIGIN Chemtrade (East St. Louis, IL)		CUSTOMER ORDER NUMBER verbal mike		ORDER NUMBER 2124327	B/L NUMBER 81308120	
CARRIER NAME NEWMAN CARRIERS INC		REQUIRED SHIP DATE Nov 16, 2018		DATE SHIPPED 11-16-18	CONSOLIDATED B/L NO	
TRANSPORTATION MODE Truck		INVOICE TO BUYER BIO CHEM INC		VEHICLE T/C NUMBER 143 - 1012		
ROUTING				CONSIGNEE# 71244	PAGE NUMBER 1 of 1	

NO. AND DESCRIPTION OF PACKS	HM	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	ACTUAL WEIGHT
1 TT 45,000.000 LBS	X	<p>UN3264, CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS POLYALUMINUM HYDROXYCHLORIDE), 8, PGIII</p> <p>ERG:154 HYPER+ION 1997 BULK Polyaluminum Chloride 022199700000 Material#: 3410</p> <p>delivery hours 7 am- 3 pm mon - fri</p> <p>original order was 2120578/81305133. shipment refused because customers tanks were filled with water on nov 9 order originallly on nov 13 but ESL had an opening to delivery on nov 9. Asked customer but did not get a response. ph nov 12 2019</p>	<p>How did we do?</p> <p>First Delivery</p> <p>NSF</p> <p>Certified to NSF/ANSI 60 Maximum Use Level 250 mg/L</p>

For information pertaining to the safe handling of spills, leaks, fire or exposure of hazardous chemicals CONTACT Chemical Transportation Emergency Center (CHEMTREC) 1-800-424-9300 or CHEMTRADE LOGISTICS (U.S.), INC. 1-866-418-4404. HAZARDOUS SUBSTANCE SPILLS must be reported to The National Response Centre: 1-800-424-8802 and appropriate local authorities.

MAIL PREPAID FREIGHT BILLS TO PERMANENT ADDRESS OF SHIPPER FOR PAYMENT	IF CHARGES ARE TO BE PREPAID, WRITE OR STAMP HERE "PREPAID"	Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Chemtrade Chemicals US LLC (Signature of Consignor)	COLLECT ON DELIVERY	REMIT TO
	Prepaid		C.O.D. CHARGE TO BE PAID BY: <input type="checkbox"/> SHIPPER <input type="checkbox"/> CONSIGNEE	NAME STREET CITY, STATE, ZIP CODE

Shipper
Chemtrade Chemicals US LLC
155 Gordon Baker Rd, Suite 300
Toronto, Ontario M2H 3N5
Canada

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per: Michael St. Pierre, Vice President

SEE REVERSE SIDE FOR RELEASED VALUE STATEMENT AND CONTACT INFORMATION

PER [Signature]
(PERMANENT POST OFFICE ADDRESS OF SHIPPER)

AGENT/CARRIER
PER [Signature]

CONSIGNEE
PER _____



Responsible Care®
Our commitment to sustainability.

THESE PRODUCTS ARE SOLD AND SHIPPED IN ACCORDANCE WITH TERMS AND CONDITIONS OF SALES ON THE REVERSE SIDE OF THIS DOCUMENT.

341525Z

910805

Date: _____

✓ Tied 1987

ans 143/1012

09-08-2007 16:00

11-14-68	TIME	1000-8
11-15-68	TIME	1100-4

77920	11	GROSS
32900	10	TARE
44020	11	NET

1. *Chlorophyll a* and *Chlorophyll b* (mg/g)

[illegible]

1000

FAIRBANKS SCALE CAT. 96754

1-10-19

System in...	Vendor...	Vendor name	Invoice number	Invoice date	Invoice amount	Account number	Account description	Amount	Added by	Post date
170933 61		ONI RISK PARTI	55244	01/03/2019	\$627.36	0620-0061-03-435030	Insurance General Property & Liability	\$627.36	cty0019eng	01/14/2019
170933 61		ONI RISK PARTI	55244	01/03/2019	\$627.36	0620-0000-00-202010	Accounts Payable	\$627.36	cty0019eng	01/14/2019
170934 61		ONI RISK PARTI	55256	01/03/2019	\$73.84	0620-0061-03-435030	Insurance General Property & Liability	\$73.84	cty0019eng	01/14/2019
170934 61		ONI RISK PARTI	55256	01/03/2019	\$73.84	0620-0000-00-202010	Accounts Payable	\$73.84	cty0019eng	01/14/2019
170935 726		MODESITT LAW	11671	12/04/2018	\$2,083.54	0620-0061-03-432010	Services Contractual	\$2,083.54	cty0019eng	01/14/2019
170935 726		MODESITT LAW	11671	12/04/2018	\$2,083.54	0620-0000-00-202010	Accounts Payable	\$2,083.54	cty0019eng	01/14/2019
170936 726		MODESITT LAW	11760	01/03/2019	\$1,057.99	0620-0061-03-432010	Services Contractual	\$1,057.99	cty0019eng	01/14/2019
170936 726		MODESITT LAW	11760	01/03/2019	\$1,057.99	0620-0000-00-202010	Accounts Payable	\$1,057.99	cty0019eng	01/14/2019
170937 4882		PROFESSIONAL	609368	12/31/2018	\$287.00	0620-0061-03-432010	Services Contractual	\$287.00	cty0019eng	01/14/2019
170937 4882		PROFESSIONAL	609368	12/31/2018	\$287.00	0620-0000-00-202010	Accounts Payable	\$287.00	cty0019eng	01/14/2019

For Our
 John Graham
 Blue Eric
 [Signature]

DELIVERED JAN 15 2019

Invoices - Wastewater

Item Invoice ID	Vendor ID	Vendor name	Invoice number	Invoice date	Invoice amount	Account number	Account description	Amount	Added by	Post date
170786	10262	AUTOMATED FUELS INC.	CFSI-10672	12/31/2018	\$2,989.24	0620-0061-02-422010	Gasoline	\$1,456.94	cy0023ww	01/10/2019
170786	10262	AUTOMATED FUELS INC.	CFSI-10672	12/31/2018	\$2,989.24	0620-0000-00-202010	Accounts Payable	\$1,456.94	cy0023ww	01/10/2019
170786	10262	AUTOMATED FUELS INC.	CFSI-10672	12/31/2018	\$2,989.24	0620-0061-02-422020	Diesel Fuel	\$1,532.30	cy0023ww	01/10/2019
170786	10262	AUTOMATED FUELS INC.	CFSI-10672	12/31/2018	\$2,989.24	0620-0000-00-202010	Accounts Payable	\$1,532.30	cy0023ww	01/10/2019
170788	6035	BOBBIE NATALE	190107	01/07/2019	\$400.00	0620-0061-03-432010	Services Contractual	\$400.00	cy0023ww	01/10/2019
170788	6035	BOBBIE NATALE	190107	01/07/2019	\$400.00	0620-0000-00-202010	Accounts Payable	\$400.00	cy0023ww	01/10/2019
170797	10540	DUKE ENERGY	4990-3739-01-0	01/02/2019	\$202.76	0620-0061-03-436010	Electric Utility	\$202.76	cy0023ww	01/10/2019
170797	10540	DUKE ENERGY	4990-3739-01-0	01/02/2019	\$202.76	0620-0000-00-202010	Accounts Payable	\$202.76	cy0023ww	01/10/2019
170799	11331	IN AMERICAN WATER COMPANY	1010-210005269410	01/04/2019	\$116.10	0620-0061-03-436030	Water Utility	\$116.10	cy0023ww	01/10/2019
170799	11331	IN AMERICAN WATER COMPANY	1010-210005269410	01/04/2019	\$116.10	0620-0000-00-202010	Accounts Payable	\$116.10	cy0023ww	01/10/2019
170802	11331	IN AMERICAN WATER COMPANY	1010-210007146483	01/04/2019	\$54.47	0620-0061-03-436030	Water Utility	\$54.47	cy0023ww	01/10/2019
170802	11331	IN AMERICAN WATER COMPANY	1010-210007146483	01/04/2019	\$54.47	0620-0000-00-202010	Accounts Payable	\$54.47	cy0023ww	01/10/2019
170804	11741	LOWE S	90623450	01/04/2019	\$518.70	0620-0061-04-444010	Purchase of Equipment	\$518.70	cy0023ww	01/10/2019
170804	11741	LOWE S	90623450	01/04/2019	\$518.70	0620-0000-00-202010	Accounts Payable	\$518.70	cy0023ww	01/10/2019
170805	5837	MARLIN BUSINESS BANK	16600961	01/03/2019	\$6,364.45	0620-0061-04-444010	Purchase of Equipment	\$6,364.45	cy0023ww	01/10/2019
170805	5837	MARLIN BUSINESS BANK	16600961	01/03/2019	\$6,364.45	0620-0000-00-202010	Accounts Payable	\$6,364.45	cy0023ww	01/10/2019
170806	11829	MENARDS INC.	99112	01/03/2019	\$90.64	0620-0061-02-422005	Operating Supplies	\$90.64	cy0023ww	01/10/2019
170806	11829	MENARDS INC.	99112	01/03/2019	\$90.64	0620-0000-00-202010	Accounts Payable	\$90.64	cy0023ww	01/10/2019
170811	11829	MENARDS INC.	99278	01/04/2019	\$9.98	0620-0061-02-423015	Repair Supplies	\$9.98	cy0023ww	01/10/2019
170811	11829	MENARDS INC.	99278	01/04/2019	\$9.98	0620-0000-00-202010	Accounts Payable	\$9.98	cy0023ww	01/10/2019
170812	5697	MOSER CONSULTING INC.	22303	12/31/2018	\$1,000.00	0620-0061-03-432010	Services Contractual	\$1,000.00	cy0023ww	01/10/2019
170812	5697	MOSER CONSULTING INC.	22303	12/31/2018	\$1,000.00	0620-0000-00-202010	Accounts Payable	\$1,000.00	cy0023ww	01/10/2019
170814	20001	SHELBY/SMITH	3106122625	01/03/2019	\$28.21	0620-0061-00-347090	User Fees	\$28.21	cy0023ww	01/10/2019
170814	20001	SHELBY/SMITH	3106122625	01/03/2019	\$28.21	0620-0000-00-202010	Accounts Payable	\$28.21	cy0023ww	01/10/2019
170816	12719	TIME WARNER CABLE INC.	351610701010119	01/01/2019	\$2,562.25	0620-0061-03-432010	Services Contractual	\$2,562.25	cy0023ww	01/10/2019
170816	12719	TIME WARNER CABLE INC.	351610701010119	01/01/2019	\$2,562.25	0620-0000-00-202010	Accounts Payable	\$2,562.25	cy0023ww	01/10/2019
170817	40	VECTREN ENERGY DELIVERY	5025238 6	01/03/2019	\$6,867.96	0620-0061-03-436020	Gas Utility	\$6,867.96	cy0023ww	01/10/2019
170817	40	VECTREN ENERGY DELIVERY	5025238 6	01/03/2019	\$6,867.96	0620-0000-00-202010	Accounts Payable	\$6,867.96	cy0023ww	01/10/2019
170819	40	VECTREN ENERGY DELIVERY	5275803 2	01/03/2019	\$147.60	0620-0061-03-436020	Gas Utility	\$147.60	cy0023ww	01/10/2019
170819	40	VECTREN ENERGY DELIVERY	5275803 2	01/03/2019	\$147.60	0620-0000-00-202010	Accounts Payable	\$147.60	cy0023ww	01/10/2019
170822	40	VECTREN ENERGY DELIVERY	5768026 7	01/03/2019	\$212.30	0620-0061-03-436020	Gas Utility	\$212.30	cy0023ww	01/10/2019
170822	40	VECTREN ENERGY DELIVERY	5768026 7	01/03/2019	\$212.30	0620-0000-00-202010	Accounts Payable	\$212.30	cy0023ww	01/10/2019
170825	40	VECTREN ENERGY DELIVERY	5691599 8	01/04/2019	\$143.68	0620-0061-03-436020	Gas Utility	\$143.68	cy0023ww	01/10/2019
170825	40	VECTREN ENERGY DELIVERY	5691599 8	01/04/2019	\$143.68	0620-0000-00-202010	Accounts Payable	\$143.68	cy0023ww	01/10/2019
170826	40	VECTREN ENERGY DELIVERY	5814817 2	01/04/2019	\$51.58	0620-0061-03-436020	Gas Utility	\$51.58	cy0023ww	01/10/2019
170826	40	VECTREN ENERGY DELIVERY	5814817 2	01/04/2019	\$51.58	0620-0000-00-202010	Accounts Payable	\$51.58	cy0023ww	01/10/2019
170828	13109	VIGO COUNTY RECORDER	190108	01/07/2019	\$3,750.00	0620-0061-03-432010	Services Contractual	\$3,750.00	cy0023ww	01/10/2019
170828	13109	VIGO COUNTY RECORDER	190108	01/07/2019	\$3,750.00	0620-0000-00-202010	Accounts Payable	\$3,750.00	cy0023ww	01/10/2019
170830	13109	VIGO COUNTY RECORDER	190109	01/07/2019	\$3,575.00	0620-0061-03-432010	Services Contractual	\$3,575.00	cy0023ww	01/10/2019
170830	13109	VIGO COUNTY RECORDER	190109	01/07/2019	\$3,575.00	0620-0000-00-202010	Accounts Payable	\$3,575.00	cy0023ww	01/10/2019








DELIVERED
 JAN 15 2019

Invoices - Wastewater

System invoice ID	Vendor ID	Vendor name	Invoice number	Invoice date	Invoice amount	Account number	Account description	Amount	Added by	Post date
170503 20000	AMANDA/TOTTEN		3106100317	01/02/2019	\$288.98	0620-0061-00-347090	User Fees	\$288.98	cy0023ww	01/03/2019
170503 20000	AMANDA/TOTTEN		3106100317	01/02/2019	\$288.98	0620-0000-00-202010	Accounts Payable	\$288.98	cy0023ww	01/03/2019
170504 6035	BOBBIE NATALE		181228	12/28/2018	\$325.00	0620-0061-03-432010	Services Contractual	\$325.00	cy0023ww	01/03/2019
170504 6035	BOBBIE NATALE		181228	12/28/2018	\$325.00	0620-0000-00-202010	Accounts Payable	\$325.00	cy0023ww	01/03/2019
170505 2915	ELECTRICAL AUTOMATION SERVICES LLC			12/24/2018	\$111.00	0620-0061-03-432010	Services Contractual	\$111.00	cy0023ww	01/03/2019
170505 2915	ELECTRICAL AUTOMATION SERVICES LLC			12/24/2018	\$111.00	0620-0000-00-202010	Accounts Payable	\$111.00	cy0023ww	01/03/2019
170506 2915	ELECTRICAL AUTOMATION SERVICES LLC			12/28/2018	\$14,800.00	0620-0061-03-432010	Services Contractual	\$14,800.00	cy0023ww	01/03/2019
170506 2915	ELECTRICAL AUTOMATION SERVICES LLC			12/28/2018	\$14,800.00	0620-0000-00-202010	Accounts Payable	\$14,800.00	cy0023ww	01/03/2019
170509 11331	ELECTRICAL AUTOMATION SERVICES LLC			12/28/2018	\$44.67	0620-0061-03-436030	Water Utility	\$44.67	cy0023ww	01/03/2019
170509 11331	IN AMERICAN WATER COMPANY		1010-220010421941	12/27/2018	\$44.67	0620-0000-00-202010	Accounts Payable	\$44.67	cy0023ww	01/03/2019
170509 11331	IN AMERICAN WATER COMPANY		1010-220010421941	12/27/2018	\$430.98	0620-0061-02-423015	Repair Supplies	\$430.98	cy0023ww	01/03/2019
170510 5803	INVRONMENTAL INC.		1-181229	12/29/2018	\$430.98	0620-0000-00-202010	Accounts Payable	\$430.98	cy0023ww	01/03/2019
170510 5803	INVRONMENTAL INC.		1-181229	12/29/2018	\$430.98	0620-0061-03-433040	Freight	\$430.98	cy0023ww	01/03/2019
170510 5803	INVRONMENTAL INC.		1-181229	12/29/2018	\$430.98	0620-0000-00-202010	Accounts Payable	\$430.98	cy0023ww	01/03/2019
170511 3994	JOHN DEERE FINANCIAL INC.		770613/5	12/05/2018	\$104.97	0620-0061-01-414020	Protective Clothing	\$104.97	cy0023ww	01/03/2019
170511 3994	JOHN DEERE FINANCIAL INC.		770613/5	12/05/2018	\$104.97	0620-0000-00-202010	Accounts Payable	\$104.97	cy0023ww	01/03/2019
170512 5597	MASTERCARD TH FIRST FINANCIAL		551649	11/20/2018	\$113.04	0620-0061-02-423015	Repair Supplies	\$113.04	cy0023ww	01/03/2019
170512 5597	MASTERCARD TH FIRST FINANCIAL		551649	11/20/2018	\$113.04	0620-0000-00-202010	Accounts Payable	\$113.04	cy0023ww	01/03/2019
170513 5597	MASTERCARD TH FIRST FINANCIAL		5028228	11/19/2018	\$285.00	0620-0061-02-423015	Repair Supplies	\$285.00	cy0023ww	01/03/2019
170513 5597	MASTERCARD TH FIRST FINANCIAL		5028228	11/19/2018	\$285.00	0620-0000-00-202010	Accounts Payable	\$285.00	cy0023ww	01/03/2019
170514 5597	MASTERCARD TH FIRST FINANCIAL		60951	11/27/2018	\$229.99	0620-0061-04-444010	Purchase of Equipment	\$229.99	cy0023ww	01/03/2019
170514 5597	MASTERCARD TH FIRST FINANCIAL		60951	11/27/2018	\$229.99	0620-0000-00-202010	Accounts Payable	\$229.99	cy0023ww	01/03/2019
170515 12894	UNITED RENTALS INC.		159760042-001	08/23/2018	\$1,456.31	0620-0061-03-438010	Rental Of Equipment	\$1,456.31	cy0023ww	01/03/2019
170515 12894	UNITED RENTALS INC.		159760042-001	08/23/2018	\$1,456.31	0620-0000-00-202010	Accounts Payable	\$1,456.31	cy0023ww	01/03/2019
170516 14991	VERIZON WIRELESS		9820935067	12/23/2018	\$270.17	0620-0061-03-432010	Services Contractual	\$270.17	cy0023ww	01/03/2019
170516 14991	VERIZON WIRELESS		9820935067	12/23/2018	\$270.17	0620-0000-00-202010	Accounts Payable	\$270.17	cy0023ww	01/03/2019

WNC




DELIVERED JAN 15 2019

Invoice astewater

System i...	Vendor ID	Vendor name	Invoice number	Invoice date	Invoice amount	Account number	Account description	Amount	Added by	Post date
170844 1241	AIRGAS USA LLC		9958710082	12/31/2018	\$236.04	0620-0061-02-422110	Boc Gas	\$236.04	cy0023ww	01/11/2019
170844 1241	AIRGAS USA LLC		9958710082	12/31/2018	\$236.04	0620-0000-00-202010	Accounts Payable	\$236.04	cy0023ww	01/11/2019
170845 3376	AMERICAN WELDING & GAS INC.		06047964	01/02/2019	\$46.99	0620-0061-02-422005	Operating Supplies	\$46.99	cy0023ww	01/11/2019
170845 3376	AMERICAN WELDING & GAS INC.		06047964	01/02/2019	\$46.99	0620-0000-00-202010	Accounts Payable	\$46.99	cy0023ww	01/11/2019
170846 10311	BATTERIES PLUS BULBS		P10081359	01/04/2019	\$75.60	0620-0061-02-422005	Operating Supplies	\$75.60	cy0023ww	01/11/2019
170846 10311	BATTERIES PLUS BULBS		P10081359	01/04/2019	\$75.60	0620-0000-00-202010	Accounts Payable	\$75.60	cy0023ww	01/11/2019
170847 4768	BC HEAVY TRUCK & ELECTRIC INC.		51864	01/03/2019	\$1,186.72	0620-0061-02-423015	Repair Supplies	\$1,089.42	cy0023ww	01/11/2019
170847 4768	BC HEAVY TRUCK & ELECTRIC INC.		51864	01/03/2019	\$1,186.72	0620-0000-00-202010	Accounts Payable	\$1,089.42	cy0023ww	01/11/2019
170847 4768	BC HEAVY TRUCK & ELECTRIC INC.		51864	01/03/2019	\$1,186.72	0620-0061-03-433040	Freight	\$97.30	cy0023ww	01/11/2019
170847 4768	BC HEAVY TRUCK & ELECTRIC INC.		51864	01/03/2019	\$1,186.72	0620-0000-00-202010	Accounts Payable	\$97.30	cy0023ww	01/11/2019
170848 4737	BIO CHEM INC.		17681	01/02/2019	\$8,912.00	0620-0061-02-421170	Chemicals	\$8,912.00	cy0023ww	01/11/2019
170848 4737	BIO CHEM INC.		17681	01/02/2019	\$8,912.00	0620-0000-00-202010	Accounts Payable	\$8,912.00	cy0023ww	01/11/2019
170849 10396	BOOT CITY		220000052860	01/10/2019	\$140.00	0620-0061-01-414020	Protective Clothing	\$140.00	cy0023ww	01/11/2019
170849 10396	BOOT CITY		220000052860	01/10/2019	\$140.00	0620-0000-00-202010	Accounts Payable	\$140.00	cy0023ww	01/11/2019
170850 10444	BURKE SPRING & ALIGNMENT INC.		67099	01/04/2019	\$2,086.84	0620-0061-03-437010	Equipment Repair & Maintenance	\$2,086.84	cy0023ww	01/11/2019
170850 10444	BURKE SPRING & ALIGNMENT INC.		67099	01/04/2019	\$2,086.84	0620-0000-00-202010	Accounts Payable	\$2,086.84	cy0023ww	01/11/2019
170851 5849	CERES SOLUTIONS		1980379	12/27/2018	\$1,342.55	0620-0061-02-422005	Operating Supplies	\$1,342.55	cy0023ww	01/11/2019
170851 5849	CERES SOLUTIONS		1980379	12/27/2018	\$1,342.55	0620-0000-00-202010	Accounts Payable	\$1,342.55	cy0023ww	01/11/2019
170852 12901	CHRISTOPHER A. POE SNAP ON TOOLS		01071962326	01/07/2019	\$155.00	0620-0061-03-437010	Equipment Repair & Maintenance	\$155.00	cy0023ww	01/11/2019
170852 12901	CHRISTOPHER A. POE SNAP ON TOOLS		01071962326	01/07/2019	\$155.00	0620-0000-00-202010	Accounts Payable	\$155.00	cy0023ww	01/11/2019
170853 4763	ELEMENT MATERIALS TECHNOLOGY LLC		EFW221768IN	12/31/2018	\$493.00	0620-0061-03-432071	Lab Testing	\$493.00	cy0023ww	01/11/2019
170853 4763	ELEMENT MATERIALS TECHNOLOGY LLC		EFW221768IN	12/31/2018	\$493.00	0620-0000-00-202010	Accounts Payable	\$493.00	cy0023ww	01/11/2019
170854 11637	KIMBALL MIDWEST INC.		6723794	11/06/2018	\$133.28	0620-0061-02-422005	Operating Supplies	\$133.28	cy0023ww	01/11/2019
170854 11637	KIMBALL MIDWEST INC.		6723794	11/06/2018	\$133.28	0620-0000-00-202010	Accounts Payable	\$133.28	cy0023ww	01/11/2019
170855 11703	LAWSON PRODUCTS INC.		9306366510	12/20/2018	\$1,201.47	0620-0061-04-444010	Purchase of Equipment	\$542.48	cy0023ww	01/11/2019
170855 11703	LAWSON PRODUCTS INC.		9306366510	12/20/2018	\$1,201.47	0620-0000-00-202010	Accounts Payable	\$542.48	cy0023ww	01/11/2019
170855 11703	LAWSON PRODUCTS INC.		9306366510	12/20/2018	\$1,201.47	0620-0061-02-423015	Repair Supplies	\$155.30	cy0023ww	01/11/2019
170855 11703	LAWSON PRODUCTS INC.		9306366510	12/20/2018	\$1,201.47	0620-0000-00-202010	Accounts Payable	\$155.30	cy0023ww	01/11/2019
170855 11703	LAWSON PRODUCTS INC.		9306366510	12/20/2018	\$1,201.47	0620-0061-02-422005	Operating Supplies	\$442.68	cy0023ww	01/11/2019
170855 11703	LAWSON PRODUCTS INC.		9306366510	12/20/2018	\$1,201.47	0620-0000-00-202010	Accounts Payable	\$442.68	cy0023ww	01/11/2019
170855 11703	LAWSON PRODUCTS INC.		9306366510	12/20/2018	\$1,201.47	0620-0061-03-433040	Freight	\$61.01	cy0023ww	01/11/2019
170855 11703	LAWSON PRODUCTS INC.		9306366510	12/20/2018	\$1,201.47	0620-0000-00-202010	Accounts Payable	\$61.01	cy0023ww	01/11/2019
170856 11703	LAWSON PRODUCTS INC.		9306368126	12/21/2018	\$1,214.12	0620-0061-02-422005	Operating Supplies	\$141.00	cy0023ww	01/11/2019
170856 11703	LAWSON PRODUCTS INC.		9306368126	12/21/2018	\$1,214.12	0620-0000-00-202010	Accounts Payable	\$141.00	cy0023ww	01/11/2019
170856 11703	LAWSON PRODUCTS INC.		9306368126	12/21/2018	\$1,214.12	0620-0061-02-423015	Repair Supplies	\$1,011.46	cy0023ww	01/11/2019
170856 11703	LAWSON PRODUCTS INC.		9306368126	12/21/2018	\$1,214.12	0620-0000-00-202010	Accounts Payable	\$1,011.46	cy0023ww	01/11/2019
170856 11703	LAWSON PRODUCTS INC.		9306368126	12/21/2018	\$1,214.12	0620-0061-03-433040	Freight	\$61.66	cy0023ww	01/11/2019
170856 11703	LAWSON PRODUCTS INC.		9306368126	12/21/2018	\$1,214.12	0620-0000-00-202010	Accounts Payable	\$61.66	cy0023ww	01/11/2019
170857 11751	MACALLISTER MACHINERY CO. INC.		R68291746901	12/27/2018	\$641.00	0620-0061-03-438010	Rental Of Equipment	\$641.00	cy0023ww	01/11/2019
170857 11751	MACALLISTER MACHINERY CO. INC.		R68291746901	12/27/2018	\$641.00	0620-0000-00-202010	Accounts Payable	\$641.00	cy0023ww	01/11/2019
170858 11802	MCCORD TIRE SERVICE INC.		320524	12/27/2018	\$555.64	0620-0061-02-423015	Repair Supplies	\$555.64	cy0023ww	01/11/2019
170858 11802	MCCORD TIRE SERVICE INC.		320524	12/28/2018	\$555.64	0620-0000-00-202010	Accounts Payable	\$555.64	cy0023ww	01/11/2019
170859 11802	MCCORD TIRE SERVICE INC.		320707	01/08/2019	\$1,488.44	0620-0061-03-437010	Equipment Repair & Maintenance	\$1,488.44	cy0023ww	01/11/2019
170859 11802	MCCORD TIRE SERVICE INC.		320707	01/08/2019	\$1,488.44	0620-0000-00-202010	Accounts Payable	\$1,488.44	cy0023ww	01/11/2019
170860 11802	MCCORD TIRE SERVICE INC.		320748	01/09/2019	\$97.42	0620-0061-02-423015	Repair Supplies	\$97.42	cy0023ww	01/11/2019
170860 11802	MCCORD TIRE SERVICE INC.		320748	01/09/2019	\$97.42	0620-0000-00-202010	Accounts Payable	\$97.42	cy0023ww	01/11/2019
170861 11807	MCGUIRE EXCAVATING & TRUCKING INC.		14985	01/07/2019	\$104.34	0620-0061-03-432010	Services Contractual	\$104.34	cy0023ww	01/11/2019
170861 11807	MCGUIRE EXCAVATING & TRUCKING INC.		14985	01/07/2019	\$104.34	0620-0000-00-202010	Accounts Payable	\$104.34	cy0023ww	01/11/2019

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Invoice wastewater

System i...	Vendor ID	Vendor name	Invoice number	Invoice date	Invoice amount	Account number	Account description	Amount	Added by	Post date
170862 1134	MIKE S STOP & SHINE		129	12/31/2018	\$28.00	0620-0061-03-437030	Vehicle Repair & Maintenance	\$28.00	cty0023ww	01/11/2019
170862 1134	MIKE S STOP & SHINE		129	12/31/2018	\$28.00	0620-0000-00-202010	Accounts Payable	\$28.00	cty0023ww	01/11/2019
170863 12047	N.E.W. INTERSTATE CONCRETE INC.		FCAVg00017	10/31/2018	\$336.60	0620-0061-03-432010	Services Contractual	\$336.60	cty0023ww	01/11/2019
170863 12047	N.E.W. INTERSTATE CONCRETE INC.		FCAVg00017	10/31/2018	\$336.60	0620-0000-00-202010	Accounts Payable	\$336.60	cty0023ww	01/11/2019
170864 12047	N.E.W. INTERSTATE CONCRETE INC.		FCBjg00020	11/30/2018	\$551.31	0620-0061-03-432010	Services Contractual	\$551.31	cty0023ww	01/11/2019
170864 12047	N.E.W. INTERSTATE CONCRETE INC.		FCBjg00020	11/30/2018	\$551.31	0620-0000-00-202010	Accounts Payable	\$551.31	cty0023ww	01/11/2019
170865 12047	N.E.W. INTERSTATE CONCRETE INC.		102056	12/31/2018	\$222.00	0620-0061-02-423015	Repair Supplies	\$184.00	cty0023ww	01/11/2019
170865 12047	N.E.W. INTERSTATE CONCRETE INC.		102056	12/31/2018	\$222.00	0620-0000-00-202010	Accounts Payable	\$184.00	cty0023ww	01/11/2019
170865 12047	N.E.W. INTERSTATE CONCRETE INC.		102056	12/31/2018	\$222.00	0620-0061-02-422005	Operating Supplies	\$38.00	cty0023ww	01/11/2019
170865 12047	N.E.W. INTERSTATE CONCRETE INC.		102056	12/31/2018	\$222.00	0620-0000-00-202010	Accounts Payable	\$38.00	cty0023ww	01/11/2019
170866 12047	N.E.W. INTERSTATE CONCRETE INC.		102070	01/04/2019	\$563.50	0620-0061-02-423015	Repair Supplies	\$528.50	cty0023ww	01/11/2019
170866 12047	N.E.W. INTERSTATE CONCRETE INC.		102070	01/04/2019	\$563.50	0620-0000-00-202010	Accounts Payable	\$528.50	cty0023ww	01/11/2019
170866 12047	N.E.W. INTERSTATE CONCRETE INC.		102070	01/04/2019	\$563.50	0620-0061-02-422005	Operating Supplies	\$35.00	cty0023ww	01/11/2019
170866 12047	N.E.W. INTERSTATE CONCRETE INC.		102070	01/04/2019	\$563.50	0620-0000-00-202010	Accounts Payable	\$35.00	cty0023ww	01/11/2019
170870 12047	N.E.W. INTERSTATE CONCRETE INC.		102073	01/04/2019	\$582.75	0620-0061-02-423015	Repair Supplies	\$483.00	cty0023ww	01/11/2019
170870 12047	N.E.W. INTERSTATE CONCRETE INC.		102073	01/04/2019	\$582.75	0620-0000-00-202010	Accounts Payable	\$483.00	cty0023ww	01/11/2019
170870 12047	N.E.W. INTERSTATE CONCRETE INC.		102073	01/04/2019	\$582.75	0620-0061-02-422005	Operating Supplies	\$99.75	cty0023ww	01/11/2019
170870 12047	N.E.W. INTERSTATE CONCRETE INC.		102073	01/04/2019	\$582.75	0620-0000-00-202010	Accounts Payable	\$99.75	cty0023ww	01/11/2019
170871 61	ONI RISK PARTNERS INC.		54092	12/21/2018	\$3,700.00	0620-0061-03-432010	Services Contractual	\$3,700.00	cty0023ww	01/11/2019
170871 61	ONI RISK PARTNERS INC.		54092	12/21/2018	\$3,700.00	0620-0000-00-202010	Accounts Payable	\$3,700.00	cty0023ww	01/11/2019
170876 2737	O REILLY AUTO PARTS INC.		2083-240268	01/04/2019	\$59.04	0620-0061-02-423015	Repair Supplies	\$59.04	cty0023ww	01/11/2019
170876 2737	O REILLY AUTO PARTS INC.		2083-240268	01/04/2019	\$59.04	0620-0000-00-202010	Accounts Payable	\$59.04	cty0023ww	01/11/2019
170877 2737	O REILLY AUTO PARTS INC.		2083-240669	01/07/2019	\$83.31	0620-0061-02-423015	Repair Supplies	\$83.31	cty0023ww	01/11/2019
170877 2737	O REILLY AUTO PARTS INC.		2083-240669	01/07/2019	\$83.31	0620-0000-00-202010	Accounts Payable	\$83.31	cty0023ww	01/11/2019
170878 2737	O REILLY AUTO PARTS INC.		2083-240970	01/09/2019	\$82.12	0620-0061-02-423015	Repair Supplies	\$82.12	cty0023ww	01/11/2019
170878 2737	O REILLY AUTO PARTS INC.		2083-240970	01/09/2019	\$82.12	0620-0000-00-202010	Accounts Payable	\$82.12	cty0023ww	01/11/2019
170879 4537	PACE ANALYTICAL SERVICES INC.		1850101332	12/27/2018	\$52.00	0620-0061-03-432071	Lab Testing	\$52.00	cty0023ww	01/11/2019
170879 4537	PACE ANALYTICAL SERVICES INC.		1850101332	12/27/2018	\$52.00	0620-0000-00-202010	Accounts Payable	\$52.00	cty0023ww	01/11/2019
170880 4537	PACE ANALYTICAL SERVICES INC.		1950101891	01/04/2019	\$31.00	0620-0061-03-432071	Lab Testing	\$31.00	cty0023ww	01/11/2019
170880 4537	PACE ANALYTICAL SERVICES INC.		1950101891	01/04/2019	\$31.00	0620-0000-00-202010	Accounts Payable	\$31.00	cty0023ww	01/11/2019
170881 4537	PACE ANALYTICAL SERVICES INC.		1950102098	01/08/2019	\$52.00	0620-0061-03-432071	Lab Testing	\$52.00	cty0023ww	01/11/2019
170881 4537	PACE ANALYTICAL SERVICES INC.		1950102098	01/08/2019	\$52.00	0620-0000-00-202010	Accounts Payable	\$52.00	cty0023ww	01/11/2019
170882 12279	PRAXAIR DISTRIBUTION INC.		86782322	12/21/2018	\$84.15	0620-0061-02-422110	Boc Gas	\$84.15	cty0023ww	01/11/2019
170882 12279	PRAXAIR DISTRIBUTION INC.		86782322	12/21/2018	\$84.15	0620-0000-00-202010	Accounts Payable	\$84.15	cty0023ww	01/11/2019
170883 12309	PRINT IT PLUS INC.		13528	12/26/2018	\$41.52	0620-0061-03-434010	Printing	\$41.52	cty0023ww	01/11/2019
170883 12309	PRINT IT PLUS INC.		13528	12/26/2018	\$41.52	0620-0000-00-202010	Accounts Payable	\$41.52	cty0023ww	01/11/2019
170894 12355	QUALITY AUTOMOTIVE DIST. CORP.		067929	12/27/2018	\$36.89	0620-0061-02-423015	Repair Supplies	\$36.89	cty0023ww	01/11/2019
170894 12355	QUALITY AUTOMOTIVE DIST. CORP.		067929	12/27/2018	\$36.89	0620-0000-00-202010	Accounts Payable	\$36.89	cty0023ww	01/11/2019
170896 12355	QUALITY AUTOMOTIVE DIST. CORP.		067978	12/28/2018	\$10,799.00	0620-0061-04-444010	Purchase of Equipment	\$10,799.00	cty0023ww	01/11/2019
170896 12355	QUALITY AUTOMOTIVE DIST. CORP.		067978	12/28/2018	\$10,799.00	0620-0000-00-202010	Accounts Payable	\$10,799.00	cty0023ww	01/11/2019
170897 12355	QUALITY AUTOMOTIVE DIST. CORP.		068036	12/28/2018	\$18.12	0620-0061-02-423015	Repair Supplies	\$18.12	cty0023ww	01/11/2019
170897 12355	QUALITY AUTOMOTIVE DIST. CORP.		068036	12/28/2018	\$18.12	0620-0000-00-202010	Accounts Payable	\$18.12	cty0023ww	01/11/2019
170898 12355	QUALITY AUTOMOTIVE DIST. CORP.		068551	01/04/2019	\$74.67	0620-0061-02-423015	Repair Supplies	\$74.67	cty0023ww	01/11/2019
170898 12355	QUALITY AUTOMOTIVE DIST. CORP.		068551	01/04/2019	\$74.67	0620-0000-00-202010	Accounts Payable	\$74.67	cty0023ww	01/11/2019
170899 12355	QUALITY AUTOMOTIVE DIST. CORP.		068649	01/04/2019	\$60.48	0620-0061-02-423015	Repair Supplies	\$60.48	cty0023ww	01/11/2019
170899 12355	QUALITY AUTOMOTIVE DIST. CORP.		068649	01/04/2019	\$60.48	0620-0000-00-202010	Accounts Payable	\$60.48	cty0023ww	01/11/2019
170900 12355	QUALITY AUTOMOTIVE DIST. CORP.		068757	01/07/2019	\$30.24	0620-0061-02-423015	Repair Supplies	\$30.24	cty0023ww	01/11/2019
170900 12355	QUALITY AUTOMOTIVE DIST. CORP.		068757	01/07/2019	\$30.24	0620-0000-00-202010	Accounts Payable	\$30.24	cty0023ww	01/11/2019

Invoices

System i...	Vendor ID	Vendor name	Invoice number	Invoice date	Invoice amount	Account number	Account description	Amount	Added by	Post date
170901	12355	QUALITY AUTOMOTIVE DIST. CORP.	068852	01/07/2019	\$25.95	0620-0061-02-423015	Repair Supplies	\$25.95	cty0023ww	01/11/2019
170901	12355	QUALITY AUTOMOTIVE DIST. CORP.	068852	01/07/2019	\$25.95	0620-0000-00-202010	Accounts Payable	\$25.95	cty0023ww	01/11/2019
170902	12355	QUALITY AUTOMOTIVE DIST. CORP.	068950	01/08/2019	\$41.59	0620-0061-02-423015	Repair Supplies	\$41.59	cty0023ww	01/11/2019
170902	12355	QUALITY AUTOMOTIVE DIST. CORP.	068950	01/08/2019	\$41.59	0620-0000-00-202010	Accounts Payable	\$41.59	cty0023ww	01/11/2019
170903	12355	QUALITY AUTOMOTIVE DIST. CORP.	068959	01/08/2019	\$60.00	0620-0061-02-422005	Operating Supplies	\$60.00	cty0023ww	01/11/2019
170903	12355	QUALITY AUTOMOTIVE DIST. CORP.	068959	01/08/2019	\$60.00	0620-0000-00-202010	Accounts Payable	\$60.00	cty0023ww	01/11/2019
170904	12355	QUALITY AUTOMOTIVE DIST. CORP.	068967	01/08/2019	\$16.22	0620-0061-02-423015	Repair Supplies	\$16.22	cty0023ww	01/11/2019
170904	12355	QUALITY AUTOMOTIVE DIST. CORP.	068967	01/08/2019	\$16.22	0620-0000-00-202010	Accounts Payable	\$16.22	cty0023ww	01/11/2019
170905	12355	QUALITY AUTOMOTIVE DIST. CORP.	069006	01/08/2019	\$75.00	0620-0061-02-423015	Repair Supplies	\$75.00	cty0023ww	01/11/2019
170905	12355	QUALITY AUTOMOTIVE DIST. CORP.	069006	01/08/2019	\$75.00	0620-0000-00-202010	Accounts Payable	\$75.00	cty0023ww	01/11/2019
170906	12355	QUALITY AUTOMOTIVE DIST. CORP.	069049	01/09/2019	\$4.81	0620-0061-02-423015	Repair Supplies	\$4.81	cty0023ww	01/11/2019
170906	12355	QUALITY AUTOMOTIVE DIST. CORP.	069049	01/09/2019	\$4.81	0620-0000-00-202010	Accounts Payable	\$4.81	cty0023ww	01/11/2019
170907	12355	QUALITY AUTOMOTIVE DIST. CORP.	069098	01/09/2019	\$13.36	0620-0061-02-423015	Repair Supplies	\$13.36	cty0023ww	01/11/2019
170907	12355	QUALITY AUTOMOTIVE DIST. CORP.	069098	01/09/2019	\$13.36	0620-0000-00-202010	Accounts Payable	\$13.36	cty0023ww	01/11/2019
170908	12355	QUALITY AUTOMOTIVE DIST. CORP.	069122	01/09/2019	\$21.60	0620-0061-02-423015	Repair Supplies	\$21.60	cty0023ww	01/11/2019
170908	12355	QUALITY AUTOMOTIVE DIST. CORP.	069122	01/09/2019	\$21.60	0620-0000-00-202010	Accounts Payable	\$21.60	cty0023ww	01/11/2019
170909	12355	QUALITY AUTOMOTIVE DIST. CORP.	069164	01/09/2019	\$82.12	0620-0061-02-423015	Repair Supplies	\$82.12	cty0023ww	01/11/2019
170909	12355	QUALITY AUTOMOTIVE DIST. CORP.	069164	01/09/2019	\$82.12	0620-0000-00-202010	Accounts Payable	\$82.12	cty0023ww	01/11/2019
170910	12355	QUALITY AUTOMOTIVE DIST. CORP.	161891	01/09/2019	\$123.23	0620-0061-02-423015	Repair Supplies	\$123.23	cty0023ww	01/11/2019
170910	12355	QUALITY AUTOMOTIVE DIST. CORP.	161891	01/09/2019	\$123.23	0620-0000-00-202010	Accounts Payable	\$123.23	cty0023ww	01/11/2019
170911	3388	ROBERT L. HOOPINGARNER	IW-3792	01/03/2019	\$200.00	0620-0061-03-432010	Services Contractual	\$200.00	cty0023ww	01/11/2019
170911	3388	ROBERT L. HOOPINGARNER	IW-3792	01/03/2019	\$200.00	0620-0000-00-202010	Accounts Payable	\$200.00	cty0023ww	01/11/2019
170912	12815	SHERWIN WILLIAMS PAINTS	0995-0	01/03/2019	\$299.36	0620-0061-02-422005	Operating Supplies	\$299.36	cty0023ww	01/11/2019
170912	12815	SHERWIN WILLIAMS PAINTS	0995-0	01/03/2019	\$299.36	0620-0000-00-202010	Accounts Payable	\$299.36	cty0023ww	01/11/2019
170912	12815	SHERWIN WILLIAMS PAINTS	0995-0	01/03/2019	\$299.36	0620-0061-04-444010	Purchase of Equipment	\$299.36	cty0023ww	01/11/2019
170912	12815	SHERWIN WILLIAMS PAINTS	0995-0	01/03/2019	\$299.36	0620-0000-00-202010	Accounts Payable	\$299.36	cty0023ww	01/11/2019
170914	12815	SHERWIN WILLIAMS PAINTS	1128-7	01/09/2019	\$385.00	0620-0061-02-422005	Operating Supplies	\$385.00	cty0023ww	01/11/2019
170914	12815	SHERWIN WILLIAMS PAINTS	1128-7	01/09/2019	\$385.00	0620-0000-00-202010	Accounts Payable	\$385.00	cty0023ww	01/11/2019
170916	3895	SHOE DEPT. INC.	01409	01/10/2019	\$129.99	0620-0061-01-414020	Protective Clothing	\$129.99	cty0023ww	01/11/2019
170916	3895	SHOE DEPT. INC.	01409	01/10/2019	\$129.99	0620-0000-00-202010	Accounts Payable	\$129.99	cty0023ww	01/11/2019
170917	12944	SOUTHWEST AUTO COMPANY INC.	230727	12/27/2018	\$135.00	0620-0061-02-423015	Repair Supplies	\$135.00	cty0023ww	01/11/2019
170917	12944	SOUTHWEST AUTO COMPANY INC.	230727	12/27/2018	\$135.00	0620-0000-00-202010	Accounts Payable	\$135.00	cty0023ww	01/11/2019
170918	1598	TELEDYNE INSTRUMENTS INC.	5020296822	12/15/2018	\$608.00	0620-0061-02-423015	Repair Supplies	\$608.00	cty0023ww	01/11/2019
170918	1598	TELEDYNE INSTRUMENTS INC.	5020296822	12/15/2018	\$608.00	0620-0000-00-202010	Accounts Payable	\$608.00	cty0023ww	01/11/2019
170918	1598	TELEDYNE INSTRUMENTS INC.	5020296822	12/15/2018	\$608.00	0620-0061-03-433040	Freight	\$608.00	cty0023ww	01/11/2019
170918	1598	TELEDYNE INSTRUMENTS INC.	5020296822	12/15/2018	\$608.00	0620-0000-00-202010	Accounts Payable	\$608.00	cty0023ww	01/11/2019
170919	249	UNITED PARCEL SVC	00004F939E52	12/29/2018	\$11.13	0620-0061-03-433020	Postage	\$11.13	cty0023ww	01/11/2019
170919	249	UNITED PARCEL SVC	00004F939E52	12/29/2018	\$11.13	0620-0000-00-202010	Accounts Payable	\$11.13	cty0023ww	01/11/2019
170920	3498	USABUEBOOK LTD	768548	12/21/2018	\$65.21	0620-0061-02-422160	Lab Supplies	\$65.21	cty0023ww	01/11/2019
170920	3498	USABUEBOOK LTD	768548	12/21/2018	\$65.21	0620-0000-00-202010	Accounts Payable	\$65.21	cty0023ww	01/11/2019
170920	3498	USABUEBOOK LTD	768548	12/21/2018	\$65.21	0620-0061-03-433040	Freight	\$65.21	cty0023ww	01/11/2019
170920	3498	USABUEBOOK LTD	768548	12/21/2018	\$65.21	0620-0000-00-202010	Accounts Payable	\$65.21	cty0023ww	01/11/2019
170921	13123	VIGO DODGE INC	20328	12/27/2018	\$15.15	0620-0061-02-423015	Repair Supplies	\$15.15	cty0023ww	01/11/2019
170921	13123	VIGO DODGE INC	20328	12/27/2018	\$15.15	0620-0000-00-202010	Accounts Payable	\$15.15	cty0023ww	01/11/2019
170922	13123	VIGO DODGE INC	20387	01/08/2019	\$33.53	0620-0061-02-423015	Repair Supplies	\$33.53	cty0023ww	01/11/2019
170922	13123	VIGO DODGE INC	20387	01/08/2019	\$33.53	0620-0000-00-202010	Accounts Payable	\$33.53	cty0023ww	01/11/2019
170923	1399	WABASH VALLEY MOTOR & MACHINE INC.	15621	01/09/2019	\$2,477.68	0620-0061-03-437010	Equipment Repair & Maintenance	\$2,477.68	cty0023ww	01/11/2019
170923	1399	WABASH VALLEY MOTOR & MACHINE INC.	15621	01/09/2019	\$2,477.68	0620-0000-00-202010	Accounts Payable	\$2,477.68	cty0023ww	01/11/2019

system i...	Vendor ID	Vendor name	Invoice number	Invoice date	Invoice amount	Account number	Account description	Amount	Added by	Post date
170924 1432	WIESE INC.		65094286	12/26/2018	\$607.06	0620-0061-03-437010	Equipment Repair & Maintenance	\$607.06	cty0023ww	01/11/2019
170924 1432	WIESE INC.		65094286	12/26/2018	\$607.06	0620-0000-00-202010	Accounts Payable	\$607.06	cty0023ww	01/11/2019
170932 10396	BOOT CITY		220000051517	12/27/2019	\$140.00	0620-0061-01-414020	Protective Clothing	\$140.00	cty0023ww	01/11/2019
170932 10396	BOOT CITY		220000051517	12/27/2019	\$140.00	0620-0000-00-202010	Accounts Payable	\$140.00	cty0023ww	01/11/2019

NON-EXCLUSIVE PERMANENT STORM SEWER EASEMENT AND AGREEMENT

This Non-Exclusive Permanent Storm Sewer Easement and Agreement ("Easement and Agreement") effective as of the last date of execution is entered into between Gibson Development, LLC ("Grantor") and the City of Terre Haute, Indiana, for the use and benefit of the Sanitary District of the City of Terre Haute, Indiana, ("Grantee").

Grantor is the owner of the real estate legally described on Exhibit A situated in the Vigo County, Indiana, hereinafter referred to as the "Real Estate."

Grantor for good and valuable consideration and conditioned upon the City of Terre Haute's acceptance of the easement, does hereby grant to Grantee, its successors and assigns, a non-exclusive permanent easement, in, to, under, and across that certain portion of the Real Estate legally described and shown on Exhibits B and C (the "Easement Area") to utilize, construct, install, operate, expand, reconstruct, repair, remove, replace, inspect, and maintain, storm sewers, laterals, ditches, drains, swales, and related fittings, facilities and appurtenances including, but not limited to storm sewer system along Joe Fox Street and Bill Farr Drive (the "Permitted Work"). Also granting, within the Easement Area a right of ingress and egress in and over the Easement Area for access to any portion of the Permitted Work for purposes of the installation, construction, operation, expansion, reconstruction, repair, removal, replacement, inspection and maintenance of any portion of the Permitted Work.

No building, structure, sign, fence, or other improvement shall be erected or placed over, upon, or within the Easement Area without the advance, written approval of the Grantee which approval may be granted in the sole discretion of Grantee. Any unauthorized buildings, structures, signs, fences, or other improvements located within, over or upon the Easement Area are subject to removal by Grantee. Notwithstanding the foregoing, Grantor shall not be prohibited from placing landscaping, paving or roadways on and over the Easement Area.

In connection with the Permitted Work Grantee, its successor and assigns, may trim or remove pavement, structures, grass, ground cover, landscaping, or similar vegetation growth, now or hereafter existing or growing upon or extending over the Easement Area, but only to the extent reasonably necessary to facilitate the Permitted Work. Upon completion of Permitted Work, Grantee shall restore the Easement Area, including, but not limited to backfilling ditches and/or trenches, topsoil, seeding and debris removal as provided in the Plans and restore (i) any landscaping, paving or roadways; and (ii) any building, structure, sign, fence or other improvement authorized in writing by Grantee disturbed by Grantee in the performance of the Permitted Work to the condition prior to such Permitted Work or

maintenance activities related thereto.

The City of Terre Haute, Indiana, by and through the Sanitary District of the City of Terre Haute and after all actions and approvals necessary or appropriate does hereby accept this Easement Agreement and does hereby accept the maintenance of the storm sewer system underlying the Easement Area.

This Easement and Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto. Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce this Easement and Agreement at law or in equity.

GRANTOR:

Gibson Development, LLC
An Indiana Limited Liability Company

By: _____
Gregory L. Gibson, Manager

STATE OF INDIANA

COUNTY OF VIGO

Personally came before me this ____ day of _____, 2019, Gregory L. Gibson, Manager of Gibson Development, to me known to be such Manager of Gibson Development, LLC, and acknowledged to me that he executed the foregoing instrument as such Manager of Gibson Development, LLC, by authority duly granted unto such Manager after all action necessary for the granting of such authority having been taken and done

Notary Public

Printed Name

My Commission Expires:

My County of Residence:

ACCEPTANCE OF EASEMENT AND AGREEMENT

THE CITY OF TERRE HAUTE by and through its Sanitary District of the City of Terre Haute, and after all actions and approvals necessary or appropriate does hereby accept this Easement Agreement and does hereby accept the maintenance of the storm sewer underlying the Easement Area.

Dated this 15 day of January, 2019.

City of Terre Haute, Indiana
By the Sanitary District of the City of Terre Haute

By Timothy Adams
Timothy Adams - Vice-President
Printed Name and title

STATE OF INDIANA

COUNTY OF VIGO

Before me, a Notary Public in and for said County and State, personally appeared Timothy Adams, as _____ of the City of Terre Haute, Indiana, by the Sanitary District of the City of Terre Haute to me known to be such Vice President of the Sanitary District of the City of Terre Haute, and acknowledged to me that he/she executed the foregoing Acceptance of the Easement and Agreement as such Vice President as the agreement of said Sanitary District of the City of Terre Haute, by authority duly granted unto such Vice President after all action necessary for the granting of such authority having been taken and done.

Jennifer J Bolen
Notary Public
Jennifer J Bolen
Printed Name

My Commission Expires:

5-11-24

My County of Residence:

Vigo

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Carolina Ivich

This instrument was prepared by Carolina Ivich, Lind Law Firm, 400 Ohio Street, Terre Haute, IN 47807.

EXHIBIT A

Real Estate

Lots 1, 2, 3, 4 and 5 of Bill Farr Subdivision recorded August 2, 2018, as Instrument Number 2018008041, as revised and re-recorded August 9, 2018, as Instrument Number 2018008581, on records of the Vigo County Recorder's Office, Vigo County, Indiana.

EXHIBIT B
Easement Area

A part of Lot 3, Lot 4 and Lot 5 in Bill Farr Subdivision (Instrument No. 2018008581) being in Section 31, Township 12 North, Range 8 West of the Second Principal Meridian, City of Terre Haute, Vigo County, Indiana described as follows:

Beginning at a 5/8 inch rebar with a plastic cap stamped "SPIRES IN LS 29900015", hereinafter called a monument at the Northeast Corner of Lot 3 also being the Southeast Corner of Lot 5 in said subdivision; thence South 00 degrees 55 minutes 40 seconds West along the East line of said Lot 3 a distance of 240.52 feet; thence North 89 degrees 04 minutes 20 seconds West perpendicular to the previous course a distance of 60.31 feet; thence North 00 degrees 55 minutes 40 seconds East parallel with the East line of said Lot 3 a distance of 363.97 feet; thence North 89 degrees 02 minutes 41 seconds West parallel with the North line of Lot 4 and Lot 5 in said subdivision a distance of 845.65 feet; thence South 21 degrees 00 minutes 43 seconds West a distance of 48.90 feet to the East line of a drainage easement created with a previous Myers Engineering, Inc. Project No. TM09-205; thence North 00 degrees 29 minutes 47 seconds East along the East of said drainage easement a distance of 80.99 feet to the Northeast Corner of said drainage easement also being the original South line of Bill Farr Drive; thence North 89 degrees 27 minutes 58 seconds West along the North line of said drainage easement also being the original South line of Bill Farr Drive a distance of 175.00 feet to the West line of Lot 4 in said Bill Farr Subdivision; thence North 00 degrees 29 minutes 47 seconds East along said West line a distance of 17.73 feet to a cotton gin spindle at the Northwest Corner of said Lot 4; thence South 89 degrees 02 minutes 41 seconds East along the North line of said Lot 4 a distance of 767.77 feet to a monument at the common North Corner of Lot 4 and Lot 5 in said subdivision; thence continue South 89 degrees 02 minutes 41 seconds East along the North line of Lot 5 in said subdivision a distance of 284.22 feet to a monument at the beginning of a tangent curve concave Southwest having a radius of 46.52 feet, a chord length of 65.77 feet and a chord bearing of South 44 degrees 03 minutes 30 seconds East; thence Southeast along said curve a distance of 73.05 feet to a cotton gin spindle; thence South 00 degrees 55 minutes 40 seconds West along the East line of Lot 5 in said subdivision a distance of 128.42 feet to the Point of Beginning, containing 1.66 acres, more or less.

EXHIBIT C
Easement Plat

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made as of 4th day of September, 2014, by Gibson Development LLC and Gregory L. Gibson (jointly and severally referred to herein as "Gibson") and the City of Terre Haute by and through its Department of Redevelopment.

Statement of Facts

Gibson is the owner of property located within the State Road 46 TIF district particularly parcel numbers 84-07-31-476-016.000-009; 84-07-31-426-004.000-009 and 84-07-31-476-012.000-009 which are adjacent to Joe Fox Street and Bill Farr Drive. That Joe Fox Street and Bill Farr Drive are city streets located within the State Road 46 TIF district. That at present no storm sewer/drainage system has been installed to service the real estate, Joe Fox Street or Bill Farr Drive. That installation of a storm sewer /drainage system will permit further development in the area.

Agreement

The City and Gibson agree as follows:

1. Gibson Obligations. Gibson agrees prior to December 31, 2014 to:

- A) Design and extend a storm sewer line, including related fittings, appurtenances and facilities, over and across Gibson real estate adjacent to Joe Fox Street and Bill Farr Drive of sufficient size and capacity to accommodate the drainage requirements of the Gibson real estate, Joe Fox Street and Bill Farr Drive. Said work to be completed to current city specifications and standards.
- B) Grant a permanent easement to the city permitting utilization of the storm sewer system along Joe Fox Street and Bill Farr Drive for the purpose of drainage of those roadways.
- C) Prepare and file the necessary petitions and orders required by municipal ordinance for the partial vacation of the right-of-way of Joe Fox Street and Bill Farr Drive.

2. Consideration. The City in exchange agrees to the