

AGENDA

THE SEWER BOARD MEETING OF THE CIVIL CITY OF NEW ALBANY, INDIANA, WILL BE HELD IN THE THIRD FLOOR ASSEMBLY ROOM OF THE CITY-COUNTY BUILDING ON THURSDAY, NOVEMBER 10, 2016 AT 9:15 A.M.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

APPROVAL OR CORRECTION OF THE FOLLOWING MINUTES:

October 27, 2016 Regular Meeting Minutes

BIDS/CONTRACTS:

1. Rob Sartell re: Agreement for Engineering Services with HMB Professional Engineers, Inc.

COMMUNICATIONS - PUBLIC:

COMMUNICATIONS - CITY OFFICIALS:

SEWER ADJUSTMENTS:

FINANCIAL REPORT:

NEW BUSINESS:

OLD BUSINESS:

1. Wes Christmas re: Clark Dietz Update

UTILITY REPORT:

CLAIMS:

ADJOURN:

THIS AGENDA IS SUBJECT TO CHANGE.

For more information, please see the City Clerk in Room 332, City County Bldg.

THE SEWER BOARD MEETING OF THE CIVIL CITY OF NEW ALBANY, INDIANA, WAS HELD IN THE THIRD FLOOR ASSEMBLY ROOM OF THE CITY-COUNTY BUILDING ON THURSDAY, OCTOBER 27, 2016 AT 9:15 A.M.

PRESENT: Ed Wilkinson, member, Nathan Grimes, member and Mayor Gahan, president.

ALSO PRESENT: April Dickey, Linda Moeller, Shane Gibson, Larry Summers and Vicki Glotzbach

CALL TO ORDER:

Mayor Gahan called the meeting to order at 9:15 a.m.

PLEDGE OF ALLEGIANCE:

APPROVAL OR CORRECTION OF THE FOLLOWING MINUTES:

Mr. Grimes moved to approve the October 13, 2016 Regular Meeting Minutes, Mr. Wilkinson second, all voted in favor.

BIDS/CONTRACTS:

1. Rob Sartell re: Bids for PSC-Main Thomas/Ekin

Mr. Sartell presented the following bids to repair the PSC Main at Thomas Street and Ekin Avenue:

AllTerrain Paving & Construction	\$11,975.00
C.C.E., Inc.	\$16,725.00

Mr. Sartell stated that the low bid is for AllTerrain Paving & Construction in the amount of \$11,975.00 and recommended approval.

Mr. Grimes asked if we have worked with them before.

Mr. Sartell replied yes.

Mr. Wilkinson moved to approve the bid with AllTerrain Paving & Construction in the amount of \$11,975.00, Mr. Grimes second, all voted in favor.

COMMUNICATIONS - PUBLIC:

COMMUNICATIONS - CITY OFFICIALS:

SEWER ADJUSTMENTS:

Mrs. Dickey presented an adjustment request for Melissa Gatewood in the amount of \$1,559.46 for a leak that occurred in the main line between the house and the meter. She explained that the water went under the front yard and the leak was repaired by Jeremy Elliott. Supporting documents are on file.

Mr. Wilkinson moved to approve, Mr. Grimes second, all voted in favor.

Mrs. Dickey presented an adjustment request for Ohio Falls Association in the amount of \$2,331.25 for a leak that occurred near the meter by the road. She explained that the water went into the yard and the leak was repaired by R. G. Wolfe Plumbing. Supporting documents are on file.

Mr. Wilkinson asked if there were two meters.

Mrs. Dickey replied yes and explained that they disconnected the other meter when they fixed the leak.

Mr. Wilkinson stated that if they cut off a meter then those numbers would automatically be added next month and asked Mrs. Dickey to keep an eye on it.

Mr. Wilkinson moved to approve, Mr. Grimes second, all voted in favor.

FINANCIAL REPORT:

Mr. Wilkinson reported that it is the same as last month.

NEW BUSINESS:

OLD BUSINESS:

1. Wes Christmas re: Clark Dietz Update

Mr. Christmas stated that the Grant Line Road Lift Station construction is under way. He explained that the new flow meter valve vault floors and walls have been poured and they will be shifting over to the structure upstream of the wet well.

UTILITY REPORT:

1. Rob Sartell re: Sewer Utility Report for August, 2016

Squire Boone Caverns Violations

Mr. Sartell stated that there is an issue with Squire Boone Caverns and explained that they issued them an administrative order earlier in the year because they were violating a 2004 agreement where they suspended the discharge of their production water from candy making. He stated that they locked their pump station down and within two weeks they were in compliance and they put them back on the system. He explained that he would like to issue a notice of violation with some penalties and give them a period of time to remove the production facility from the sanitary sewer because this is the second time in a year that they have had an illicit discharge.

Mr. Gibson stated that the violation is a given but the question is how much time to give if they decided to remove them from the system.

Mr. Sartell stated that they could go with the honor system and check them periodically if the board doesn't want to move forward with that.

Mr. Wilkinson asked if he has had any discussion with IDEM.

Mr. Sartell stated that they had a small conversation about Squire Boone but nothing substantial. He explained that IDEM will not come in and assist for something like that because they see it as the city's responsibility.

Mr. Wilkinson stated that he doesn't see any alternative other than to move forward by the book.

Mr. Sartell stated that capping them off of the system is an option but they definitely have to fine them.

Mr. Gibson asked if the board wanted to look at some sort of corrective action as well because they will have to be monitored in some way.

Mr. Sartell stated that they have the option to fine and recoup the cost of the time and materials for monitoring.

Mr. Grimes stated that he thinks that they should tell them that if it happens again then corrective measures will be taken and that could include taking them off the line.

Mr. Wilkinson moved to proceed with compliance regulations and to give them notice, **Mr. Grimes** second, all voted in favor.

Influent / Effluent Quality

The treatment facility was in incompliance

Pretreatment

Product Specialties has been fined \$100.00 for the month of August due to permit violations.

There were 68 grease trap inspections of restaurants and food preparation facilities.

Facility Operations

91 dry tons of bio solids were removed from the WWTP.

The WWTP was at 67% of its Total Suspended Solids design limit and at 56% of its CBOD design limit.

There were 4.56 inches of rain for the month

Preventative and Unscheduled Maintenance

235 preventative work orders were completed and 25 corrective work orders were completed for the WWTP and Lift Stations

Highlights

The maintenance staff replaced a bad stop float at the Pines Lift Station and the lag and stop float at Silver Hills Lift Station.

The HMI control panel was replaced and reprogramed for the #610 Final Pump Station at the WWTP.

The maintenance staff replaced a broken shear pin on the #1 Gravity Thickener drive.

The maintenance staff replaced the plunger gaskets on the #4 Thickener pump.

EIC installed the SCADA system at Reflection Lake Lift Station.

Sanitary Collection System

Project		Current Month		Year-to-Date	
Sanitary Sewer Flushed/ft		10,508		72,878	
Sanitary Sewer Televised/ft.		8,606		61,928	
CIPP Installed/ft		2,236		20,513	
Tap Inspections		16		91	
Locates		1,664		6,434	
Pipe Patches		3		7	
Service Requests	Odor Complaint	Main Block	Resident Problem	Dye Test	Emergency Locates
17	1	1	16	1	8

Sanitary Sewer Overflow Monitoring

There were 3 rain events that required Stantec monitoring and 0 overflows

Preventative and Unscheduled Maintenance

56 preventative work orders were completed and 0 corrective work orders were issued for the Collection System. There were 17 Customer Service requests 1 of those requests was for a blockage in the main line.

Construction Highlights

Basin #1

Repaired a lateral and added a clean out in the right of way in the alley behind 2204 Rear Market.

Basin # 2

The construction crew pipe patched the main at 2111 Beechgrove Ave.

Culy lined MH# 2-C33 at 2013 Lindberg Ct.

Basin #6

Culy lined MH# 6-121 at East 11th and Market St.

Basin #7

The construction crew pipe patched the main at 1314 Ekin.

The construction crew pipe patched the main at 1802 Culbertson Ave.

Basin #9

The Construction Crew replaced 285 feet of 8' main and added two manholes in the alley of the 600 blocks of Cottom and Kent.

Basin #15

Culy lined MH#'s 15-4, 15-9A, 15-10, 15-11, 15-C35B, 15-36B, 15-C44, 15-C43, 15-90 and 15-91

Basin #16

The construction crew pipe patched the main between MH 16- 6 and MH 16- 7 in the easement between Indiana and Silver.

Basin #26

Culy lined MH# 26-C21 at 1128 Creekview Circle.

Facility Safety

The monthly safety inspection rating was 97.9%

The safety training topics for August were on Confined Space Entry.

Projects

Algae Control System

All clarifiers have had the Launderers installed waiting on a letter of Substantial Competeion and Punch List.

McLean Lift Station

Electrical work is completed and waiting on Duke to transfer to new power feed.

Generator is due to be installed in December.

Reline New Albany

We are currently lining Basin #28. Basin #7 will be next and then back to Basin #10 and some finish work in Basin #15. We have had mechanical issues with the UV light train and expect September footage to be minimal.

SSO Flow Study

This study has been completed.

Grantline Road Lift Station Project

Site prep has begun at the Lift Station.

CLAIMS:

Mrs. Moeller presented the following claims for the period of 10/13/16 to 10/26/16 in the amount of \$315,865.88:

Vendor Name	Amount	Dept.
INDIANA AMERICAN WATER	1,650.00	SEW
SILVER CREEK WATER	1,284.00	SEW
OFFICE SUPPLY COMPANY, INC	209.89	SEW
SOUTHERN INDIANA ENDOSCOPY	193.96	SEW

COPIER MART	995.00	SEW
DATA VAULT	30.00	SEW
FRAME IT FAST	192.30	SEW
L&D MAILMASTERS, INC.	1,795.12	SEW
L&D MAILMASTERS, INC.	2,496.50	SEW
CROWN SERVICES INC	480.00	SEW
CROWN SERVICES INC	480.00	SEW
CROWN SERVICES INC	480.00	SEW
ASSURED PARTNERS	2,417.94	SEW
MCREYNOLDS, DAN	64.84	SEW
BROADHURST, LOIS	8.54	SEW
RATCHFORD, CHARLES	59.31	SEW
SMITH, JUSTIN	22.38	SEW
	Total	12,859.78

ACE HARDWARE	5.84	WWTP
ACE HARDWARE	5.39	WWTP
ACE HARDWARE	3.58	WWTP
ACE HARDWARE	27.93	WWTP
ACE HARDWARE	14.39	WWTP
ACE HARDWARE	45.90	WWTP
ACE HARDWARE	50.27	WWTP
ACE HARDWARE	12.12	WWTP
ACE HARDWARE	94.16	WWTP
ACE HARDWARE	5.84	WWTP
ACE HARDWARE	6.99	WWTP
ACE HARDWARE	19.78	WWTP
ACE HARDWARE	23.17	WWTP
ACE HARDWARE	7.29	WWTP
ACE HARDWARE	26.98	WWTP
ACE HARDWARE	10.78	WWTP

ACE HARDWARE	15.79	WWTP
ACE HARDWARE	10.34	WWTP
ACE HARDWARE	26.80	WWTP
ACE HARDWARE	6.29	WWTP
ACE HARDWARE	35.99	WWTP
ACE HARDWARE	10.78	WWTP
ACE HARDWARE	9.44	WWTP
ACE HARDWARE	75.56	WWTP
ACE HARDWARE	23.48	WWTP
ACE HARDWARE	12.31	WWTP
ACE HARDWARE	5.39	WWTP
ACE HARDWARE	29.75	WWTP
ACE HARDWARE	40.77	WWTP
ACE HARDWARE	2.24	WWTP
ACE HARDWARE	4.04	WWTP
ACE HARDWARE	42.78	WWTP
ACE HARDWARE	25.14	WWTP
ACE HARDWARE	48.63	WWTP
ACE HARDWARE	21.36	WWTP
ACE HARDWARE	20.76	WWTP
ACE HARDWARE	3.59	WWTP
ACE HARDWARE	4.83	WWTP
ACE HARDWARE	19.54	WWTP
ACE HARDWARE	31.48	WWTP
ACE HARDWARE	18.49	WWTP
ACE HARDWARE	11.67	WWTP
ACE HARDWARE	32.01	WWTP
ACE HARDWARE	8.51	WWTP
DAN CRISTIANI EXCAVATING CO.	1,499.75	WWTP
IRVING MATERIALS, INC	260.00	WWTP
PLUMBERS SUPPLY	11.60	WWTP

PLUMBERS SUPPLY	104.94	WWTP
PLUMBERS SUPPLY	218.08	WWTP
PLUMBERS SUPPLY	35.50	WWTP
PLUMBERS SUPPLY	33.63	WWTP
FED EX	396.75	WWTP
MURPHY ELEVATOR COMPANY, INC.	146.73	WWTP
CLARK-FLOYD LANDFILL LLC.	3,044.56	WWTP
RENTAL MART, INC.	199.90	WWTP
QUILL	101.37	WWTP
QUILL	6.79	WWTP
QUILL	22.99	WWTP
QUILL	112.66	WWTP
QUILL	32.99	WWTP
CINTAS #302	325.96	WWTP
CINTAS #302	212.59	WWTP
CINTAS #302	55.22	WWTP
CINTAS #302	300.77	WWTP
CINTAS #302	55.22	WWTP
CINTAS #302	306.31	WWTP
CINTAS #302	55.22	WWTP
HMB PROFESSIONAL ENGINEERS	6,540.00	WWTP
CLARK-DIETZ	2,845.00	WWTP
CLARK-DIETZ	2,430.00	WWTP
CULLIGAN WATER SYSTEMS	80.00	WWTP
PEYTON'S BARRICADE & SIGN CO.	80.00	WWTP
VERIZON WIRELESS	1,440.28	WWTP
ORR SAFETY EQUIPMENT CO.	85.00	WWTP
EARTH FIRST	353.12	WWTP
EARTH FIRST	197.83	WWTP
EARTH FIRST	195.34	WWTP
MIKE SMITH FIRESTONE	15.00	WWTP

UHL TRUCK SALES	276.75	WWTP
UHL TRUCK SALES	545.18	WWTP
UHL TRUCK SALES	458.95	WWTP
SAFETY-KLEEN CORP.	283.00	WWTP
HENRY P. THOMPSON CO.	14,227.92	WWTP
MID-SOUTH PRESSURE WASHERS	300.00	WWTP
SIGNAL BOARDS INC.	3,900.00	WWTP
RADIOLAND INC.	750.00	WWTP
SPECIALTY EARTH SCIENCES, LLC	1,600.00	WWTP
SPECIALTY EARTH SCIENCES, LLC	22,300.00	WWTP
GRAINGER	91.30	WWTP
GRAINGER	303.12	WWTP
GRAINGER	235.92	WWTP
BEAM, LONGEST AND NEFF LLC	3,384.55	WWTP
JOHN JONES GM CITY / CORYDON	939.32	WWTP
J.R. HOE & SONS INC.	1,211.00	WWTP
JACOBI SALES, INC.	215.00	WWTP
BIOCHEM, INC.	3,471.75	WWTP
SPENCER MACHINE & TOOL CO.,INC	99.00	WWTP
SPENCER MACHINE & TOOL CO.,INC	5,181.07	WWTP
METRO ANSWERING SERVICE	55.00	WWTP
EYE-TRONICS	335.60	WWTP
OFFICE DEPOT	18.99	WWTP
OFFICE DEPOT	229.99	WWTP
HOME DEPOT	107.69	WWTP
KENTUCKIANA WIRE & ROPE	12.05	WWTP
AIRGAS-MID AMERICA	118.12	WWTP
WASH-O-RAMA CAR WASH	38.00	WWTP
COMMONWEALTH BIOMONITORING, IN	2,000.00	WWTP
RABEN TIRE CO.	128.25	WWTP
TEMPLE & TEMPLE EXCAVATING	45,479.70	WWTP

LEHIGH HANSON	66.24	WWTP
NCL OF WISCONSIN INC	133.94	WWTP
NCL OF WISCONSIN INC	567.91	WWTP
XYLEM WATER SOLUTIONS USA	2,301.86	WWTP
HACH COMPANY	157.35	WWTP
HACH COMPANY	52.45	WWTP
HACH COMPANY	627.37	WWTP
DXP ENTERPRISES, INC.	406.22	WWTP
ECO-TECH, LLC-WASTE LOGISTICS	382.16	WWTP
ENVIRONMENTAL LABORATORIES INC	30.00	WWTP
ENVIRONMENTAL LABORATORIES INC	30.00	WWTP
MEINERS MEDICAL,FIRE & SAFETY	44.04	WWTP
MEINERS MEDICAL,FIRE & SAFETY	412.00	WWTP
MEINERS MEDICAL,FIRE & SAFETY	150.00	WWTP
IDEXX DISTRIBUTION, INC	142.89	WWTP
M & D AUTO BODY REPAIR	745.60	WWTP
TELEDYNE ISCO	139.00	WWTP
IUPPS	1,335.70	WWTP
BIG G SUPPLY	1,019.90	WWTP
ELEMENT MATERIALS TECHNOLOGY	56.70	WWTP
ELEMENT MATERIALS TECHNOLOGY	56.70	WWTP
IWEA-INDIANA WATER ENV ASSOC.	330.00	WWTP
NAPA OF NEW ALBANY	142.00	WWTP
NAPA OF NEW ALBANY	(18.00)	WWTP
NAPA OF NEW ALBANY	168.90	WWTP
NAPA OF NEW ALBANY	16.05	WWTP
NAPA OF NEW ALBANY	52.41	WWTP
NAPA OF NEW ALBANY	3.25	WWTP
NAPA OF NEW ALBANY	47.52	WWTP
NAPA OF NEW ALBANY	20.35	WWTP
NAPA OF NEW ALBANY	11.30	WWTP

NAPA OF NEW ALBANY	6.96	WWTP
NAPA OF NEW ALBANY	63.61	WWTP
NAPA OF NEW ALBANY	15.99	WWTP
NAPA OF NEW ALBANY	2.00	WWTP
NAPA OF NEW ALBANY	96.27	WWTP
NAPA OF NEW ALBANY	7.03	WWTP
LAWYER EXCAVATION	19,904.39	WWTP
UNITED CONSULTING	25,000.00	WWTP
GOTTA GO INC.	1,090.00	WWTP
GOTTA GO INC.	2,187.00	WWTP
GOTTA GO INC.	972.00	WWTP
GOTTA GO INC.	1,215.00	WWTP
CONSTELLATION NEWENERGY	19.28	WWTP
PROWEST & ASSOCIATES, INC	240.00	WWTP
GELCO SUPPLY INC-ROOTX	3,721.00	WWTP
ALLTERRAIN PAVING & CONSTRUCT	30,700.00	WWTP
SCHWALM USA LLC	770.50	WWTP
ASSURED PARTNERS	14,943.49	WWTP
ASSURED PARTNERS	1,434.22	WWTP
TEMPLE & TEMPLE *ESCROW*	5,053.30	WWTP
HERITAGE PETROLEUM, LLC	150.00	WWTP
HERITAGE PETROLEUM, LLC	76.80	WWTP
SRM CONCRETE	327.50	WWTP
SRM CONCRETE	283.00	WWTP
SRM CONCRETE	530.00	WWTP
SRM CONCRETE	209.00	WWTP
	Total	
	249,706.64	
GIBSON LAW OFFICE, LLC	865.38	TU
GIBSON LAW OFFICE, LLC	450.00	TU
HARRISON CO. REMC	303.83	TU
HARRISON CO. REMC	90.43	TU

TIME WARNER CABLE	279.90	TU
TIME WARNER CABLE	707.25	TU
TIME WARNER CABLE	600.00	TU
CITY OF NEW ALBANY	37,500.00	TU
CITY OF NEW ALBANY	6,250.00	TU
L&D MAILMASTERS, INC.	219.40	TU
INDIANA AMERICAN WATER	2,811.46	TU
GIBSON LAW OFFICE, LLC	865.38	TU
SILVER CREEK WATER	9.47	TU
SILVER CREEK WATER	9.47	TU
SILVER CREEK WATER	9.47	TU
SILVER CREEK WATER	7.92	TU
SILVER CREEK WATER	9.47	TU
SILVER CREEK WATER	9.47	TU
SILVER CREEK WATER	9.72	TU
SILVER CREEK WATER	9.47	TU
CLARK CO. REMC	172.04	TU
CLARK CO. REMC	122.50	TU
CLARK CO. REMC	148.78	TU
CLARK CO. REMC	236.82	TU
CLARK CO. REMC	152.49	TU
CLARK CO. REMC	148.78	TU
EDWARDSVILLE WATER CO.	17.00	TU
DUKE ENERGY	201.87	TU
DUKE ENERGY	485.26	TU
DUKE ENERGY	519.04	TU
DUKE ENERGY	77.39	TU

Total 53,299.46

Grand Total 315,865.88

Mr. Wilkinson moved to approve the above claims in the amount of \$315,865.88, Mr. Grimes second, all voted in favor.

ADJOURN:

There being no further business before the board, the meeting adjourned at 9:35 a.m.

Mayor Gahan, President

Vicki Glotzbach, City Clerk

AGREEMENT FOR ENGINEERING SERVICES
CONTINUING SERVICES AGREEMENT
FOR THE
CITY OF NEW ALBANY, INDIANA

This AGREEMENT FOR ENGINEERING SERVICES made and entered into by and between the City of New Albany, Indiana (hereinafter referred to as the OWNER) and Haworth-Meyer-Boleyn Professional Engineers, Inc. (dba HMB Professional Engineers, Inc. and hereinafter referred to as the ENGINEER). Wherein, the aforementioned parties in mutual consideration of the promises, conditions and agreements as set forth below do herein promise and agree as follow:

- I. **WHEREAS, the OWNER** wishes to have an agreement with the ENGINEER for general miscellaneous work including, but not limited to: plan review, miscellaneous meetings, troubleshooting, technical design, operational assistance and any other “on-call” engineering services that may be required involving the OWNER’s wastewater treatment plant (WWTP) and related utility infrastructure.
- II. **NOW THEREFORE**, be it understood that the ENGINEER agrees to provide the engineering services required in accordance with a negotiated Scope of Work on a case-by-case basis, or as requested by the OWNER. Such a scope may include, but would not be limited to, such items as funding assistance, general engineering consultation, plans review, minor hydraulic analysis or system study, preparation of contract documents, value engineering, easement work, construction administration, construction observation, geotechnical investigation coordination, archaeological/botanical surveys and land surveys, etc. Any tasks performed would not apply to any projects for which a lump sum fee is

negotiated for engineering services under a separate agreement. Rather, this AGREEMENT would apply to engineering work performed outside the scope of work described in any other executed Agreement for Engineering Services. No work shall be performed without the authorization of the OWNER.

III. ENGINEERING FEES

For and in consideration of the satisfactory completion of the services defined, the OWNER shall compensate the ENGINEER as follows:

- | | |
|------------------------|--|
| A. Miscellaneous Tasks | Hourly Rates per Attachment A
Not to Exceed \$30,000.00 |
|------------------------|--|

Payment shall be made monthly.

IV. PAYMENT OF ENGINEERING FEES

The OWNER agrees to process the Invoices issued by the ENGINEER in a timely manner; however, in no instance shall payment be delayed beyond sixty (60) days from the date of issuance of the Invoice, without cause. Payments not made by the OWNER within the sixty (60) day period shall bear interest beginning on the 61st day at the rate of 1% per month on the unpaid balance, unless cause is established as mentioned above. It is understood and agreed that the OWNER shall seek reimbursement for costs under this AGREEMENT from other parties where applicable, but shall not delay payment to the ENGINEER while such reimbursement is sought. The ENGINEER is not responsible for collection of said reimbursement on behalf of the OWNER.

V. COMPLETION OF ENGINEERING SERVICES

The ENGINEER agrees to accomplish the work necessary to satisfy a scope of work in a timely manner. The ENGINEER shall not be held responsible for delays due to changes in the "Scope of Work" made by the OWNER, or by unforeseeable causes beyond the control of the ENGINEER.

VI. TERMINATION

This AGREEMENT may be terminated by either party by seven (7) days "WRITTEN NOTICE" in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If the AGREEMENT is so terminated, the ENGINEER shall be paid for the partial progress completed. Should the ENGINEER fail to perform to the terms of this AGREEMENT or otherwise break or violate contract terms, then the OWNER shall inform the ENGINEER in writing and any settlement of fees shall be decided by an Arbitration Group. The Arbitration Group shall be composed of one member selected by the OWNER, one by the ENGINEER, and a third agreeable to the two appointed Arbitrators.

VII. PERSONNEL AND FACILITIES

The ENGINEER states that he has or will acquire at his own expense the personnel and facilities necessary to accomplish the work within the time above specified.

VIII. INSURANCE

The ENGINEER agrees to maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER and OWNER from claims under the Workman's Compensation Act and such Comprehensive General Liability Insurance as will

protect the ENGINEER and OWNER from claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this AGREEMENT.

IX. LIMITS ON LIABILITY

The OWNER agrees to limit the ENGINEER'S liability arising from negligent acts, errors or omissions to the ENGINEER'S fees for this AGREEMENT.

X. FUNDING

Should the OWNER cause any of the projects to terminate or cause the funding from the various funding agencies to be lost, as a result of the OWNER'S actions, then the full amount of the Engineering Fees accumulated as a result of services rendered at that point shall be due to the ENGINEER.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT this _____ day of _____, 2016.

ENGINEER:

HMB PROFESSIONAL ENGINEERS, INC.

Joe Grider, PE, PLS – Principal-in-Charge

OWNER:

CITY OF NEW ALBANY, INDIANA

Rob Sartell, Utility Director

ATTACHMENT A
HOURLY BILLING RATES

The engineering work performed under this AGREEMENT will be billed at the hourly rates listed below. It is important to note that these rates will change annually on or about January 1. The OWNER will be notified in writing of any change in these rates and the effective date of the change.

PRINCIPAL-IN-CHARGE	\$215.00
PLANNING/TRAFFIC ENGINEER	\$185.00
SENIOR DESIGN ENGINEER	\$180.00
SENIOR ENVIRONMENTAL SCIENTIST	\$165.00
DESIGN TECHNICIAN	\$160.00
DESIGN ENGINEER	\$150.00
ADMINISTRATIVE/FUNDING SPECIALIST	\$150.00
CONSTRUCTION MANAGER	\$140.00
SENIOR RIGHT-OF-WAY AGENT	\$140.00
FIELD PERSONNEL	\$85.00
ENGINEER-IN-TRAINING	\$80.00
CAD TECHNICIAN	\$80.00
ENVIRONMENTAL SCIENTIST	\$75.00
GRADUATE ENGINEER	\$75.00
ACQUISITION SPECIALIST	\$75.00
EXPENSES	Actual Cost + 15%