

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, MAY 12, 2016 AT 9:15 A.M.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

APPROVAL OR CORRECTION OF THE FOLLOWING MINUTES:

April 28, 2016 Regular Meeting Minutes

BIDS/CONTRACTS:

COMMUNICATIONS - PUBLIC:

COMMUNICATIONS - CITY OFFICIALS:

SEWER ADJUSTMENTS:

Barbara Sluss	\$6,374.57
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Tabled Adjustments

Cross Creek Property Mgmt.	\$2,305.10
Cross Creek Property Mgmt.	\$7,486.52
Cross Creek Property Mgmt.	\$1,032.44
Jason Jahn	\$2,981.40
Colonial Club Homeowners	\$14,591.75

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, WILL BE HELD IN THE THIRD FLOOR ASSEMBLY ROOM OF THE CITY-COUNTY BUILDING ON THURSDAY, APRIL 28, 2016 AT 9:15 A.M.

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

ALSO PRESENT: April Dickey, Linda Moeller, Rob Sartell, Larry Summers and Mindy Milburn

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. Wilkinson moved to approve the April 14, 2016 Regular Meeting Minutes, Mr. Grimes second, all voted in favor.

BIDS/CONTRACTS:

COMMUNICATIONS - PUBLIC:

COMMUNICATIONS - CITY OFFICIALS:

SEWER ADJUSTMENTS:

Tabled Adjustments

Cross Creek Property Mgmt.	\$2,305.10
Cross Creek Property Mgmt.	\$7,486.52
Cross Creek Property Mgmt.	\$1,032.44
Jason Jahn	\$2,981.40
Colonial Club Homeowners	\$14,591.75

Mayor Gahan stated that Mr. Gibson is still working on a policy for these.

FINANCIAL REPORT:

Mr. Wilkinson stated that there are no changes from the last report

NEW BUSINESS:

1. Steve Emmett with Emmett Properties re: Plat approval for Charlestown Crossing Subdivision

Mr. Summers explained that this came before the Plan Commission he has reviewed it.

Mr. Emmett presented a plat to the board for review and explained that it is a piece of raw land and he is going to take part of it for his wife to have a daycare and will sell the rest. He reviewed the drawing with the board.

Mr. Grimes asked to get a copy of the plat.

Mr. Summers stated that the Plan Commission has copies and he will email Mr. Grimes one.

Mr. Wilkinson stated that he will need to take this back down to Mr. Wood after the board signs it.

OLD BUSINESS:

1. Wes Christmas re: Clark Dietz Update

Mr. Sartell explained that Mr. Christmas is out so he asked that he bring two contracts to the board for approval. He stated that he would like to hold off on the Jacob's Creek project but asked that the board approve the contract for an extension of the Professional Service Agreement (Amendment Number 8) with Clark Dietz for on-call services.

Mr. Wilkinson moved to approve the on-call engineering services, Mr. Grimes second, motion carries.

UTILITY REPORT:

February 2016

Influent / Effluent Quality

The Treatment Facility continued to experience problems for the following parameters; Monthly CBOD mg/l and pounds, Weekly CBOD mg/l and pounds. We are currently conducting an investigation to determine the cause of these problems. We expanded our investigation from the treatment plant into the collection system by testing sites that in the past had a history of strong organic strength. After discovering that Squire Boone was discharging a high organic waste that was believed to be from their candy manufacturing last month the Utility gave them until February the 9th to cease this discharge. On February the 11th Squire Boone removed their discharge from the sanitary system and had it hauled to on offsite treatment facility while they made modifications to their manufacturing process to eliminate any strong organic waste from being discharged. Squire Boone made the required modifications and began resuming domestic waste discharge after we conducted an onsite inspection for verification. Unfortunately after they removed themselves from the system we noticed there were no improvements to the WWTP parameters in question. We continued our investigation and found another customer (American Beverage) that was discharging a high organic waste stream that was similar in nature to Squire Boone. We began surveillance sampling and have contacted and met with AB to discuss this issue. AB has provided a tour of their facility and an overview of their business.

Pretreatment

Product Specialties has been fined \$2,000.00 for the months of January and February due to permit violations.

There were 31 grease trap inspections of restaurants and food preparation facilities.

Facility Operations

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

The WWTP was at 121% of its Total Suspended Solids design limit and at 87% of its CBOD design limit.

There were 5.45 inches of rain for the month

Preventative and Unscheduled Maintenance

218 preventative work orders were completed and 30 corrective work orders were completed for the WWTP and Lift Stations

Highlights

Repaired several site lights at the WWTP.

Replaced both diaphragms on the #4 Penn Valley sludge pump.

Had the #2 Process Water pump rebuilt.

Repaired the heating system in the basement of the #710 Thickener Building.

Sanitary Collection System

<i>Project</i>		<i>February 2016</i>		<i>Year-to-Date</i>	
<i>Sanitary Sewer Flushed/ft</i>		8,842		20,763	
<i>Sanitary Sewer Televised/ft.</i>		10,059		9,033	
<i>CIPP Installed/ft</i>		1,633		4,350	
<i>Tap Inspections</i>		15		16	
<i>Locates</i>		493		992	
<i>Pipe Patches</i>		1		3	
<i>Service Requests</i>	<i>Odor Complaint</i>	<i>Main Block</i>	<i>Resident Problem</i>	<i>Dye Test</i>	<i>Emergency Locates</i>
25	1	6	19	3	7

Sanitary Sewer Overflow Monitoring

There were 3 rain events that required Stantec monitoring and 16 overflows

Preventative and Unscheduled Maintenance

50 preventative work orders were completed and 1 corrective work orders completed for the Collection System. There were 25 Customer Service requests 6 of those requests were for blockages in the main line.

Construction Highlights

Basin #2

Installed manhole on a 6” common lateral @ 2411 Spring Ave.

Basin #6

Repaired a 8” main and added a cleanout @ 613 E. Main St.

Basin #15

Repaired 8” main and lateral connection @ 1316 Vance Ave.

Replaced plastic clean out caps with metal ones in the alley of the 2000 block of Silver St.

Basin #28

Pipe Patched a section of 8” main @ 1341 Grable Ct.

Facility Safety

The monthly safety inspection rating was 97.7%

The safety training topic for February was Job Hazard Analysis and Personal Protective Equipment.

Projects

110/120 Valve replacement and Dump Station

Project is nearing completion with final training, start up and certifications left to do before substantial completion can be issued and a punchout list developed.

Algae Control System

Graves has been on site to verify deminsions and measurements to order the Launderers. A pre construction meeting is to be schedules after shop drawings have been approved.

McLean Lift Station

Notice to proceed and the construction contract has been approved for Temple and Temple. Tree removal and a pre construction meeting has been scheduled.

Reline New Albany

We are in the process of bidding out manholes to be lined in basin #23 and manhole inserts are completed. Basin #15 has been lined except for the Federal Housing Property, manhole lining and inflow inserts are yet to be completed. We are currently lining Basin #28. Basin #7 will be next and then back to Basin #10.

WWTP Maintenance Garage

The walls have been erected and the roof superstructure is in place.

SSO Flow Study

Flow meters have been installed. Data is being collected by Clark-Dietz for analysis.

Grantline Road Lift Station Project

Preliminary design is at 60%.

CLAIMS:

Mrs. Moeller presented the following claims from 04/14/16-04/27/16 for approval that included the following:

INDIANA AMERICAN WATER	1,650.00	SEW
SETTERS, KATHY	30.00	SEW
OFFICE SUPPLY COMPANY, INC	33.59	SEW
OFFICE SUPPLY COMPANY, INC	193.88	SEW
DATA VAULT	30.00	SEW
L&D MAILMASTERS, INC.	1,349.67	SEW
L&D MAILMASTERS, INC.	218.50	SEW
CROWN SERVICES INC	360.00	SEW
CROWN SERVICES INC	360.00	SEW
WOODS, RICHARD	500.00	SEW
ASSURED PARTNERS	2,392.56	SEW
MEFFERT, CAROLYN	57.10	SEW
NANCE, BRIAN	300.04	SEW
FITZPATRICK, JANELLE	39.75	SEW
HENRY, GLEN	50.70	SEW SEW

Total 7,565.79

ACE HARDWARE	52.68	WWTP
ACE HARDWARE	24.57	WWTP
ACE HARDWARE	13.49	WWTP
ACE HARDWARE	13.28	WWTP

ACE HARDWARE	5.38	WWTP
ACE HARDWARE	24.27	WWTP
ACE HARDWARE	3.72	WWTP
ACE HARDWARE	7.46	WWTP
ACE HARDWARE	25.18	WWTP
ACE HARDWARE	9.42	WWTP
ACE HARDWARE	29.91	WWTP
ACE HARDWARE	6.82	WWTP
ACE HARDWARE	22.68	WWTP
ACE HARDWARE	17.21	WWTP
ACE HARDWARE	14.62	WWTP
ACE HARDWARE	19.08	WWTP
ACE HARDWARE	23.38	WWTP
ACE HARDWARE	4.83	WWTP
ACE HARDWARE	6.27	WWTP
SHERWIN-WILLIAMS	95.71	WWTP
SHERWIN-WILLIAMS	83.49	WWTP
SHERWIN-WILLIAMS	13.42	WWTP
SHERWIN-WILLIAMS	34.53	WWTP
RETAILERS SUPPLY	131.43	WWTP
MURPHY ELEVATOR COMPANY, INC.	146.73	WWTP
MURPHY ELEVATOR COMPANY, INC.	151.50	WWTP
MURPHY ELEVATOR COMPANY, INC.	146.73	WWTP
PADGETT INC.	520.00	WWTP
PADGETT INC.	1,358.90	WWTP
CLARK-FLOYD LANDFILL LLC.	7,646.08	WWTP
CLARK-FLOYD LANDFILL LLC.	5,534.36	WWTP
FLOYD COUNTY TREASURER	39.00	WWTP
CERTIFIED LABORATORIES	187.28	WWTP
RENTAL MART, INC.	24.95	WWTP
DEPT. OF HOMELAND SECURITY	120.00	WWTP

PREISER SCIENTIFIC	51.00	WWTP
PREISER SCIENTIFIC	720.00	WWTP
QUILL	120.99	WWTP
QUILL	286.56	WWTP
QUILL	148.75	WWTP
QUILL	99.99	WWTP
QUILL	19.18	WWTP
SUPREME OIL CO., INC.	2,376.00	WWTP
SUPREME OIL CO., INC.	1,584.00	WWTP
CINTAS #302	52.03	WWTP
CINTAS #302	288.51	WWTP
CINTAS #302	52.03	WWTP
CINTAS #302	288.51	WWTP
CINTAS #302	54.14	WWTP
CINTAS #302	288.51	WWTP
HMB PROFESSIONAL ENGINEERS	1,205.87	WWTP
HMB PROFESSIONAL ENGINEERS	6,330.00	WWTP
FASTENAL COMPANY	4.08	WWTP
CLARK-DIETZ	6,202.24	WWTP
CLARK-DIETZ	5,855.00	WWTP
CLARK-DIETZ	2,700.00	WWTP
CLARK-DIETZ	3,380.00	WWTP
CLARK-DIETZ	23,990.00	WWTP
CLARK-DIETZ	24,300.00	WWTP
CULLIGAN WATER SYSTEMS	80.00	WWTP
VERIZON WIRELESS	1,694.65	WWTP
AAA PLUMBING DOCTOR, INC.	649.00	WWTP
ORR SAFETY EQUIPMENT CO.	739.79	WWTP
ORR SAFETY EQUIPMENT CO.	85.00	WWTP
BEARING HEADQUARTERS CO.	39.22	WWTP
BEARING HEADQUARTERS CO.	4.80	WWTP

BEARING HEADQUARTERS CO.	39.25	WWTP
UHL TRUCK SALES	276.65	WWTP
S & R TRUCK TIRE CENTER, INC	1,266.88	WWTP
WHAYNE SUPPLY CO	(1,421.00)	WWTP
WHAYNE SUPPLY CO	7,680.00	WWTP
WHAYNE SUPPLY CO	4,308.86	WWTP
FRAKES ENGINEERING	1,262.00	WWTP
GRAINGER	164.48	WWTP
BEAM, LONGEST AND NEFF LLC	5,425.60	WWTP
APPLEGATE, FIFER, PULLIAM, LLC	330.00	WWTP
ALLIED TECHNICAL SVCS, INC	326.69	WWTP
USA BLUE BOOK	130.99	WWTP
BIOCHEM, INC.	3,863.23	WWTP
DELTA SERVICES, LLC	7,234.92	WWTP
DELTA SERVICES, LLC	2,102.00	WWTP
DELTA SERVICES, LLC	2,571.65	WWTP
SPENCER MACHINE & TOOL CO.,INC	142.50	WWTP
SPENCER MACHINE & TOOL CO.,INC	542.50	WWTP
STANTEC CONSULTING SERVICES	2,450.00	WWTP
GRIPP, INC.	7,876.91	WWTP
OFFICE DEPOT	274.97	WWTP
OFFICE DEPOT	99.99	WWTP
HOME DEPOT	8.98	WWTP
HOME DEPOT	219.00	WWTP
HOME DEPOT	39.96	WWTP
HOME DEPOT	95.86	WWTP
HOME DEPOT	203.94	WWTP
HOME DEPOT	46.95	WWTP
AIRGAS-MID AMERICA	113.83	WWTP
SEWER EQUIP. CO. OF AMERICA	334.67	WWTP
COMMONWEALTH BIOMONITORING, IN	1,000.00	WWTP

COMMONWEALTH BIOMONITORING, IN	1,000.00	WWTP
RABEN TIRE CO.	233.00	WWTP
SERVICE MASTER RESTORATION	940.69	WWTP
SERVICE MASTER RESTORATION	1,205.08	WWTP
QUARTZ LAMPS INC	14,544.00	WWTP
NCL OF WISCONSIN INC	758.77	WWTP
HACH COMPANY	286.89	WWTP
HACH COMPANY	228.21	WWTP
HACH COMPANY	198.95	WWTP
HACH COMPANY	255.47	WWTP
GSM FILTRATION INC	2,224.47	WWTP
ECO-TECH, LLC-WASTE LOGISTICS	349.89	WWTP
ENVIRONMENTAL LABORATORIES INC	30.00	WWTP
ENVIRONMENTAL LABORATORIES INC	30.00	WWTP
MEINERS MEDICAL,FIRE & SAFETY	170.22	WWTP
MEINERS MEDICAL,FIRE & SAFETY	751.70	WWTP
MEINERS MEDICAL,FIRE & SAFETY	150.00	WWTP
MEINERS MEDICAL,FIRE & SAFETY	44.04	WWTP
IDEXX DISTRIBUTION, INC	933.56	WWTP
IDEXX DISTRIBUTION, INC	212.71	WWTP
TELEDYNE ISCO	95.00	WWTP
TIME WARNER CABLE	279.90	WWTP
IUPPS	470.25	WWTP
APPLEGATE FIFER PULLIAM-WIRE	280.50	WWTP
APPLEGATE FIFER PULLIAM-WIRE	280.50	WWTP
ELEMENT MATERIALS TECHNOLOGY	56.70	WWTP
ELEMENT MATERIALS TECHNOLOGY	99.00	WWTP
ELEMENT MATERIALS TECHNOLOGY	56.70	WWTP
ELEMENT MATERIALS TECHNOLOGY	300.00	WWTP
ELEMENT MATERIALS TECHNOLOGY	56.70	WWTP
ELEMENT MATERIALS TECHNOLOGY	108.40	WWTP

NAPA OF NEW ALBANY	13.09	WWTP
NAPA OF NEW ALBANY	43.79	WWTP
NAPA OF NEW ALBANY	23.76	WWTP
NAPA OF NEW ALBANY	170.36	WWTP
NAPA OF NEW ALBANY	24.99	WWTP
NAPA OF NEW ALBANY	214.62	WWTP
NAPA OF NEW ALBANY	38.97	WWTP
NAPA OF NEW ALBANY	13.98	WWTP
TEREX SERVICES	825.00	WWTP
TEREX SERVICES	825.00	WWTP
SAERTEX MULTICOM LP	12,873.51	WWTP
SAERTEX MULTICOM LP	14,111.10	WWTP
SAERTEX MULTICOM LP	14,163.35	WWTP
GOTTA GO INC.	1,215.00	WWTP
GOTTA GO INC.	1,944.00	WWTP
GOTTA GO INC.	1,458.00	WWTP
SECURITY PROS, LLC	1,950.00	WWTP
SECURITY PROS, LLC	474.67	WWTP
BLUETARP FINANCIAL, INC.	145.40	WWTP
NORTON OCCUPATIONAL MEDICINE	25.00	WWTP
RS LINING SYSTEM LLC	564.72	WWTP
ALLTERRAIN PAVING & CONSTRUCT	2,441.17	WWTP
ALLTERRAIN PAVING & CONSTRUCT	2,441.17	WWTP
ASSURED PARTNERS	14,786.62	WWTP
ASSURED PARTNERS	1,419.16	WWTP
AMERICAN PUMP REPAIR & SVC, INC	3,002.10	WWTP WWTP
Total	251,100.30	
GIBSON LAW OFFICE, LLC	865.38	TU
CYBERTEK ENGINEERING, LLC	12.15	TU

HARRISON CO. REMC	336.38	TU
TIME WARNER CABLE	600.00	TU
CONSTELLATION NEWENERGY	27.96	TU
CONSTELLATION NEWENERGY	398.10	TU
INDIANA AMERICAN WATER	968.41	TU
GIBSON LAW OFFICE, LLC	865.38	TU
GIBSON LAW OFFICE, LLC	1,515.00	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	9.47	TU
SILVER CREEK WATER	9.47	TU
SILVER CREEK WATER	1,260.40	TU
CLARK CO. REMC	200.78	TU
CLARK CO. REMC	124.80	TU
CLARK CO. REMC	160.42	TU
CLARK CO. REMC	307.11	TU
CLARK CO. REMC	209.91	TU
CLARK CO. REMC	143.63	TU
VECTREN ENERGY DELIVERY	91.70	TU
VECTREN ENERGY DELIVERY	341.78	TU
VECTREN ENERGY DELIVERY	100.13	TU
VECTREN ENERGY DELIVERY	1,068.99	TU
VECTREN ENERGY DELIVERY	161.15	TU
AT&T	377.85	TU
AT&T	364.37	TU
EDWARDSVILLE WATER CO.	17.00	TU
DUKE ENERGY	54,927.48	TU

DUKE ENERGY	225.22	TU
DUKE ENERGY	728.56	TU
DUKE ENERGY	324.14	TU
DUKE ENERGY	15.74	TU
DUKE ENERGY	35.81	TU
DUKE ENERGY	20.24	TU
CONSTELLATION NEWENERGY	3,010.11	TU TU TU

Total 69,880.29

Grand Total 328,546.38

Mr. Wilkinson moved to approve, Mr. Grimes second, motion carries.

ADJOURN:

There being no further business before the board, the meeting adjourned at 9:30 a.m.

Mayor Gahan, President

Mindy Milburn, Deputy City Clerk

4100173411

CUSTOMER SERVICE

311 HAUSS SQUARE
ROOM 308
NEW ALBANY IN 47150

Phone: 812.948.5399
Fax: 812.948.5344

www.cityofnewalbany.com



New Albany Municipal Utilities

LEAK ADJUSTMENT REQUEST

DATE 4/28/16

ACCOUNT NAME Barbara Stoss ACCOUNT NUMBER 52764900

SERVICE ADDRESS 413 Glenview Hts CONTACT NUMBER 502-396-3626

WHERE ON YOUR PROPERTY DID THE LEAK OCCUR? (EXAMPLE: AT THE METER, MAIN LINE, KITCHEN, ETC.)
outside at sump pump discharge

WHERE DID THE WATER GO? (EXAMPLE: YARD, BASEMENT FLOOR, ETC)

All water being pumped by sump pump & water backup was recirculating back into the basement

DO YOU HAVE A FLOOR DRAIN OR SUMP PUMP YES NO (CIRCLE ONE)

TO WHERE DOES THE FLOOR DRAIN OR SUMP PUMP DRAIN? outside

WHEN DID THE LEAK OCCUR? (APPROXIMATE DATES) found 12/14/15

WHO REPAIRED THE LEAK? Greenwell Plumbing

ADDITIONAL COMMENTS OR DETAILS

GREENWELL PLUMBING, INC.

1840 SCOTT RD
 NEW ALBANY IN. 47150
 948-9000 FAX 948-9976


PAID
 12/14/2015

BILL TO
Barbara Sluss 413 Glenview Heights Road New Albany, IN 47150

DATE	TERMS	INVOICE NO.	DUE DATE	TECH	CONTACT	PROJECT
12/14/2015	COD	0000013318	12/14/2015			
ITEM	DESCRIPTION			QTY	RATE	AMOUNT
SERVICE CALL	8AM PMA CUST \$25 DF LEAK SEARCH TIME AND MATERIAL CUST SAID SHE BELIEVES IT IS OUTSIDE DOES NOT KNOW IF IT IS IN THE YARD OR AT THE METER RECOMMENDED TO CALL AMERICAN LEAK DETECTION TO SAVE MONEY CUST DECLINED Materials for repairs T&M 1.5 hours. When I arrived, checked water meter, indicator showed a large leak. After further investigation, found the sump pump discharge line to be broken outside. There is a very large crack in basement wall, all water being pumped by sump pump and water back up is just recirculating back into the basement. After getting pumps turned back up, it appeared to be pumping out very well and did not see any more water coming back into basement at this time. There is very bad mold in the basement, highly recommended calling Pro4mance. \$25 trip charge Payment Received IN Sales Tax			1	29.49	29.49
SERVICE CALL				1	163.00	163.00
					7.00%	2.06
					Total	\$194.55

ANY PAST DUE INV WILL INCUR A 2% LATE
 CHARGE(\$20.00 MINIMUM PER MONTH). THERE
 IS A \$25.00 FEE FOR ANY RETURNED CHECK.

or over the phone at 505-755-5555

ACCOUNT NAME AND ADDRESS		BILLING DATE	Apr 22, 2016	TOTAL DUE NOW >>		\$6579.95		
 9234-9234 T27 P1 BARBARA SLUSS 4218 DANNY DR NEW ALBANY IN 47150-9363		Usage Month:	March	DUE DATE	May 10, 2016			
		FINAL BILL						
FROM:	Feb 17, 2016	TO:	Mar 10, 2016	Last Payment Date & Amount:		Dec 14, 2015	\$71.35	
DESCRIPTION	CODE	PREVIOUS	PRESENT	USED	TAX	AMOUNT	ARREARS	NET AMOUNT DUE
WASTEWATER	S1	930	930	0		\$14.92	\$6,458.11	\$6,473.03
SANITATION	TR					\$15.63	\$68.76	\$84.39
STORMWATER						\$4.17	\$18.36	\$22.53
						TOTAL DUE NOW >>		\$6,579.95
ACCOUNT NUM & NAME	52764900	BARBARA SLUSS		AMOUNT DUE AFTER		May 10, 2016	\$6,579.95	
SERVICE ADDRESS	413 GLENVIEW HTS							

APPROVED BY STATE BOARD OF ACCOUNTS FOR NEW ALBANY MUNICIPAL UTILITIES - 2013

KEEP THIS PART FOR YOUR RECORDS


TO AVOID LATE CHARGES, THIS PAYMENT MUST BE RECEIVED (IN THE UTILITY OFFICE) BEFORE THE DUE DATE.

RENALTIES
10% OF TOTAL ON ALL UTILITIES

**MAKE CHECK PAYABLE TO:
NEW ALBANY MUNICIPAL UTILITIES**

PLEASE BRING ENTIRE BILL WHEN PAYING AT OFFICE
CITY COUNTY BUILDING, 311 HAUSS SQUARE ROOM 309, NEW ALBANY IN 47150

DETACH HERE AND REMEMBER TO INCLUDE YOUR CHECK OR MONEY ORDER IN THE RETURN ENVELOPE

ACCOUNT NAME	BARBARA SLUSS		BILLING CYCLE	C	52764900			
		FINAL BILL		 52764900				
FROM:	Feb 17, 2016	TO:	Mar 10, 2016	Last Payment Date & Amount:		Dec 14, 2015	\$71.35	
DESCRIPTION	CODE	PREVIOUS	PRESENT	USED	TAX	AMOUNT	ARREARS	NET AMOUNT DUE
WASTEWATER	S1	930	930	0		\$14.92	\$6,458.11	\$6,473.03
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STORMWATER						\$4.17	\$18.36	\$22.53
						TOTAL DUE NOW >>		\$6,579.95
ACCOUNT NUM & NAME	52764900	BARBARA SLUSS		AMOUNT DUE AFTER		May 10, 2016	\$6,579.95	
SERVICE ADDRESS	413 GLENVIEW HTS							



NEW ALBANY MUNICIPAL UTILITIES

XZLEDGE7 Page: 1

History Printout

Date: 05/06/2016 Time: 13:46:18

History for account number 52764900 BARBARA SLUSS

Service Addr: 413 GLENVIEW HTS

Billing Addr: 4218 DANNY DR

NEW ALBANY, IN 47150-

Date	11/16/2015									
Type	Penalty	Waste Penalty	\$1.49	Sanit Penalty	\$0.00	Stormwater Penalty		\$0.42		
Audit #	3326649									
						Total	\$1.91	Balance	\$36.63	
Date	11/23/2015									
Type	Billing	Waste Charge	\$14.92	Sanit Charge	\$15.63	Stormwater Charge		\$4.17		
Audit #	3341083									
		WA1 Pres = 147		WA1 Prev = 147		Cons	0	Total	\$34.72	Balance
									\$71.35	
Date	12/14/2015									
Type	Payment	Waste Paid	\$-34.42	Sanit Paid	\$-15.63	Stormwater Paid		\$-21.30		
Audit #	3360526									
						Total	\$-71.35	Balance	\$0.00	
Desc	AUTO CHECK# 4807									
Date	12/23/2015									
Type	Billing	Waste Charge	\$14.92	Sanit Charge	\$15.63	Stormwater Charge		\$4.17		
Audit #	3382026									
		WA1 Pres = 147		WA1 Prev = 147		Cons	0	Total	\$34.72	Balance
									\$34.72	
Date	01/14/2016									
Type	Penalty	Waste Penalty	\$1.49	Sanit Penalty	\$1.56	Stormwater Penalty		\$0.42		
Audit #	3404566									
						Total	\$3.47	Balance	\$38.19	
Date	01/22/2016									
Type	Billing	Waste Charge	\$5811.34	Sanit Charge	\$15.63	Stormwater Charge		\$4.17		
Audit #	3416949									
		WA1 Pres = 926		WA1 Prev = 147		Cons	779	Total	\$5831.14	Balance
									\$5869.33	
Date	02/16/2016									
Type	Penalty	Waste Penalty	\$581.13	Sanit Penalty	\$1.56	Stormwater Penalty		\$0.42		
Audit #	3441487									
						Total	\$583.11	Balance	\$6452.44	
Date	02/23/2016									
Type	Billing	Waste Charge	\$29.84	Sanit Charge	\$15.63	Stormwater Charge		\$4.17		
Audit #	3456601									
		WA1 Pres = 930		WA1 Prev = 926		Cons	-4	Total	\$49.64	Balance
									\$6502.08	
Date	03/16/2016									
Type	Penalty	Waste Penalty	\$2.98	Sanit Penalty	\$1.56	Stormwater Penalty		\$0.42		
Audit #	3479791									
						Total	\$4.96	Balance	\$6507.04	
Date	03/23/2016									
Type	Billing	Waste Charge	\$14.92	Sanit Charge	\$15.63	Stormwater Charge		\$4.17		
Audit #	3494079									
		WA1 Pres = 930		WA1 Prev = 930		Cons	0	Total	\$34.72	Balance
									\$6541.76	
Date	04/15/2016									
Type	Penalty	Waste Penalty	\$1.49	Sanit Penalty	\$1.56	Stormwater Penalty		\$0.42		
Audit #	3519740									
						Total	\$3.47	Balance	\$6545.23	
Date	04/22/2016									
Type	Final	Waste Charge	\$14.92	Sanit Charge	\$15.63	Stormwater Charge		\$4.17		
Audit #	3535457									
		WA1 Pres = 930		WA1 Prev = 930		Cons	0	Total	\$34.72	Balance
									\$6579.95	
Date	05/03/2016									
Type	Payment	Waste Paid	\$0.00	Sanit Paid	\$-34.72	Stormwater Paid		\$0.00		
Audit #	3542117									
						Total	\$-34.72	Balance	\$6545.23	
Desc	AUTO CHECK# 7015									



Premise Usage Transaction Report
 INNEWALBANY - New Albany Municipal Utilities
 Transactions Dated: 05/06/2015 to 05/06/2016

Premise: 9100173971 Status: Tapped Service Active Contract Service: 413 Glenview Hts
 Municipality: New Albany Municipal Utilities New Albany, IN 47150-4310
 Meter Read Route: SIO16151 Route Read Dates -- Previous: 04/18/2016 Current: 05/17/2016 Next: 06/16/2016 Last Bill: 04/21/2016
 Account: 220012959169 Name: 2nd Wind LLC Status: Active
 Account Connect Date: 03/11/2016 Mailing: 1804 Cargo Ct Customer: 1200163300
 Account Discontinued Date: Louisville, KY 40299-1937
 Account Class: Residential
 Cut In Landlord: N

Transaction Type	Transaction Date	Transaction Number	Billed Usage	Unit of Measure	Days Billed
Move In Bill	03/21/2016	630001826004	7.48	CGL	7
Reg Bill Actual Read	04/22/2016	632501873690	14.96	CGL	33

Readings

Meter Number	Current Read Date	Current Reading	Previous Read Date	Previous Reading	Current Reading Type	Metered Usage	Unit of Measure
086576343N	03/17/2016	931.0	03/11/2016	930.0	Actual	1.00	CCF
086576343N	04/19/2016	933.0	03/17/2016	931.0	Actual	2.00	CCF

Account: 210007129334 Name: Sluss, Barbara Status: Inactive
 Account Connect Date: 04/20/2013 Mailing: 4218 Danny Dr Customer: 1100553922
 Account Discontinued Date: 03/10/2016 New Albany, IN 47150-9363
 Account Class: Residential
 Cut In Landlord: N

Transaction Type	Transaction Date	Transaction Number	Billed Usage	Unit of Measure	Days Billed
Reg Bill Actual Read	05/06/2015	100001561548	493.68	CGL	32
Reg Bill Actual Read	05/27/2015	616251602067	0.00	CGL	28
Reg Bill Actual Read	06/24/2015	616251666390	0.00	CGL	31
Reg Bill Actual Read	07/24/2015	638751203959	59.84	CGL	31
Reg Bill Actual Read	08/27/2015	678751312973	0.00	CGL	32
Reg Bill Actual Read	09/28/2015	660001899107	0.00	CGL	30
Reg Bill Actual Read	10/26/2015	668751583231	0.00	CGL	28
Reg Bill Estimated Read	12/04/2015	100001940325	0.00	CGL	30
Reg Bill Actual Read	12/24/2015	678751551390	5826.92	CGL	28
Reg Bill Actual Read	01/20/2016	647501460952	29.92	CGL	32
Reg Bill Actual Read	02/22/2016	673751803869	0.00	CGL	29
Closing Bill	03/14/2016	752500164348	0.00	CGL	22

Readings

Meter Number	Current Read Date	Current Reading	Previous Read Date	Previous Reading	Current Reading Type	Metered Usage	Unit of Measure
086576343N	04/24/2015	139.0	03/23/2015	73.0	Actual	66.00	CCF
086576343N	05/22/2015	139.0	04/24/2015	139.0	Actual	0.00	CCF
086576343N	06/22/2015	139.0	05/22/2015	139.0	Actual	0.00	CCF
086576343N	07/23/2015	147.0	06/22/2015	139.0	Actual	8.00	CCF
086576343N	08/24/2015	147.0	07/23/2015	147.0	Actual	0.00	CCF
086576343N	09/23/2015	147.0	08/24/2015	147.0	Actual	0.00	CCF
086576343N	10/21/2015	147.0	09/23/2015	147.0	Actual	0.00	CCF
086576343N	11/20/2015	147.0	10/21/2015	147.0	Estimate	0.00	CCF
086576343N	12/18/2015	926.0	11/20/2015	147.0	Actual	779.00	CCF
086576343N	01/19/2016	930.0	12/18/2015	926.0	Actual	4.00	CCF
086576343N	02/17/2016	930.0	01/19/2016	930.0	Actual	0.00	CCF
086576343N	03/10/2016	930.0	02/17/2016	930.0	Actual	0.00	CCF

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

Jacobs Creek Lift Station Evaluation

This Agreement is by and between

City of New Albany Sewer Board ("Client")

311 Hauss Square
City-County Building, Room 316
New Albany, Indiana 47150

and

Clark Dietz, Inc. ("Clark Dietz")

319 Pearl Street
New Albany, Indiana 47150

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____
Mayor Jeff Gahan

Title: Sewer Board President

Date: _____

Agreed to by Clark Dietz

By: 
Wes Christmas, PE

Title: Vice President

Date: 4/28/2016

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The existing Jacobs Creek lift station is nearing the end of its useful life and is operating near its maximum capacity. The City of New Albany Sewer Board has requested an evaluation of the station to determine the feasibility of eliminating the station by installing a gravity sewer. The evaluation will include and the life cycle cost comparison of the gravity sewer elimination of the station, if feasible, and a station upgrade / replacement.

B. Scope

PROJECT ADMINISTRATION

1. Develop a written project Work Plan.
2. Conduct project Kickoff Meeting.
3. Prepare Monthly project status reports.
4. Coordinate with geotechnical firm.
5. Project Management.

FIELD DATA COLLECTION

6. Acquire existing drawings, survey, digital mapping, standard drawings, etc.
7. Obtain right-of-way information and locate property boundaries (GIS).
8. Complete a site visit.
9. Complete field topographic survey.
10. Obtain utility information.
11. Reduce field survey information and produce conceptual route drawing.
12. Notify geotech consultant to acquire soil borings and rock soundings.

IMPROVEMENT ALTERNATIVE ANALYSIS

13. Determine feasibility of eliminating lift station by gravity sewer installation.
14. Develop preliminary opinion of probable construction cost for gravity option.
15. Review and confirm opinion of probable construction cost for lift station upgrade/replacement.
16. Prepare life cycle cost for gravity and lift station replacement alternatives.
17. Prepare report summarizing alternatives and recommended improvement (based on life cycle cost).
18. Submit draft report for City review.
19. Incorporate comments and submit final report.

C. Schedule

1. Complete and submit draft evaluation report within 45 calendar days of receipt of notice to proceed.
2. Complete final evaluation report within 14 calendar days of receipt of written comments of draft report.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Indiana.
2. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format (if applicable)

The report for this project will be provided to the City in printed format on paper and electronically in Adobe© Portable Document Format (PDF).

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

- A. Information/Reports**
Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.
- B. Representative**
Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Rob Sartell, Utility Manager.**
- C. Decisions**
Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**PART III
COMPENSATION**

A. Compensation

Compensation for the Services shall be as follows:

Compensation to Clark Dietz for services rendered by employees working on the engineering services for this Project, will be a lump sum amount of \$13,000. Lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses.

B. Billing and Payment

1. **Timing/Format**

- a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
- c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. **Billing Records**

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
EQUAL EMPLOYMENT OPPORTUNITY

Clark Dietz (hereinafter referred to as the "Consultant") hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations or the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contract agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.
2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Consultant will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.
5. The Consultant will furnish all information and reports required by Executive Order 112446 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every Subconsultant Agreement or purchase order unless exempted by rules regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any Subconsultant Agreement or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
8. The Consultant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision or such government which does not participate in work on or under the contract.
9. The Consultant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The Consultant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a subconsultant debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon subconsultant by administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the Consultant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

CLARK DIETZ - FEE ESTIMATE
 Jacobs Creek Lift Station Evaluation
 City of New Albany

WORK TASKS									
Project Director (P17)	Project Manager/Engineer (P14)	St. Tech (S14)	Eng. Tech (P12/M13)	Clipboard	Expenses/Stub	Task	Total		
Jacobs Creek Lift Station Evaluation									
									\$12,980
1.0 Project Administration									
1.1	1								\$180
1.2	2		1						\$470
1.3	1								\$180
1.4	1								\$180
1.5	2								\$360
2.0 Field Data Collection									
2.1			2						\$220
2.2			1						\$110
2.3			4						\$1,160
2.4	4								\$880
2.5			8						\$220
2.6			2						\$440
2.7	1		4					\$4,000	\$4,180
3.0 Improvement Alternatives									
3.1	4								\$1,160
3.2	2		4						\$800
3.3	2		2						\$580
3.4	1		4						\$620
3.5	2		4						\$800
3.6						1	\$50		\$130
3.7	1					1	\$50		\$310
TOTAL HOURS									
	24		40			2			
RATE/HR	\$190	\$160	\$135	\$110	\$80	\$160			
TOTAL COST	\$4,320	\$620	\$5,400	\$4,400	\$160	\$4,100			\$12,980