

AGREEMENT BETWEEN OWNER/CONTRACTOR AND
CITY OF BEECH GROVE FOR
SEWER INSPECTION SERVICES

SUBJECT PROJECT: Teachers Credit Union
ADDRESS: 4705 S. Emerson Ave.

This Agreement for Sewer Inspection Services is entered into by and among Teachers Credit Union (the "Owner"), English Excavating, Inc. (the Contractor") and the City of Beech Grove (the "City") effective as of the latest date set forth below and on the terms and conditions set forth herein.

WITNESSETH:

WHEREAS, the Owner and the Contractor are, simultaneously with the execution hereof, entering into an Agreement for Construction for Sanitary Sewer Under Private Contract (the "Private Construction Contract") relating to the construction of a sanitary sewer in accordance with the Plans and Specifications as provided for in the Private Construction Contract (the "Project");

WHEREAS, the completion of the Project by the Owner and the Contractor will require certain approvals and related inspections to be performed by the City; and

WHEREAS, the parties desire to set forth their Agreement relating to the inspection services and the related fees necessary for the construction of the Project.

1. Inspection Services.

The City agrees to provide the inspection services that may be required, as it determines in its sole discretion, in conjunction with the Project (the "Inspection Services"). The Inspection Services will be performed to determine if the work is proceeding in accordance with the Plans and Specifications and any and all agency approvals that may be necessary including any approvals necessary from the Indiana Department of Environmental Management. The Inspections Services shall include witnessing of all tests necessary for acceptance of the sewer system by the City, and Contractor shall provide City with at least seven (7) days notice before the inspection of the testing is to occur.

The Inspection Services will be performed for a fee of \$90.00 per hour of actual time spent on the project by beech Grove and/or an authorized representative of Beech Grove in performing said Inspection Services.

The estimated time for completing of the project is two week(s).

Estimated time of Inspection Services is 20 hours.

The total estimated cost for Inspection Services is \$1,800.00 (the "Estimated Inspection Fee").

The Owner agrees to include One Hundred percent (100%) of the total estimated cost of \$1,800.00 with this "Agreement" with the check made payable to the City of Beech Grove.

The actual Inspection fee will be based on the actual number of hours of inspection required to complete the project.

If the Estimated Inspection Fee exceeds the amount set for herein adjustments to the total Inspection Fee, will be paid by the Contractor to the City upon the conditional acceptance of the completed work by the City and posting of a three-year Maintenance Bond and prior to the final acceptance of the sewers into the sewer system by the Board of Sanitation.

2. Indemnification.

The Owner/Contractor shall agree to indemnify and hold the City harmless from and against any and all losses, claims, liabilities, damage, costs and expenses, including but not limited to, reasonable attorney fees, which it may incur as a result of or arising from a breach by the Owner and/or Contractor of their obligations hereunder or arising from the acts or omissions of the Owner and/or Contractor performing their obligations hereunder.

This Agreement does not include construction engineering or construction staking.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest date set forth below.

Owner:
Teachers Credit Union

Contractor:
English Excavating, Inc.

Organization (Print)

Organization (Print)

BY: _____
Name Title

BY: _____
Name Title

Notary:
STATE OF INDIANA
COUNTY OF MARION
Subscribed and sworn to before me a notary
public in and for said county and state this
____ day of _____, 2005

Notary:
STATE OF INDIANA
COUNTY OF MARION
Subscribed and sworn to before me a notary
public in and for said county and state this
____ day of _____, 2005

My Commission Expires _____

My Commission Expires _____

Notary Public

Notary Public

Resident of _____

Resident of _____

Board of Sanitation
City of Beech Grove, Indiana

Organization (Print)

BY: _____
Name Title

Notary:
STATE OF INDIANA
COUNTY OF MARION
Subscribed and sworn to before me a notary
public in and for said county and state this
____ day of _____, 2005

My Commission Expires _____

Notary Public

Resident of _____