

CONTRACT PRICE \$ 15,000

**AGREEMENT FOR CONSTRUCTION OF SANITARY
SEWER UNDER PRIVATE CONTRACT**

This Agreement made and entered into this 21st day of November, 2013,
by and between Teachers Credit Union, hereinafter called the OWNER, and English Excavating,
Inc., hereinafter called the CONTRACTOR, and the City of Beech Grove, Indiana, acting by and
through its Department of Public Works, hereinafter called the CITY or DEPARTMENT as the
context may require:

WITNESSETH THAT:

WHEREAS, the OWNER has heretofore requested permission to construct an
improvement hereinafter described under paragraph numbered one (1) of this Agreement, under
Private Contract and connect same to the CITY's sewer system, all work thereunder to be done at
the OWNER's expense and in accordance with plans and specifications as further described in
Paragraph 1 below and as approved by the City (the "Plans and Specifications"), and

WHEREAS, the OWNER has designated English Excavating, Inc. to construct and install
such improvement, and

WHEREAS, the DEPARTMENT is willing to grant its permission for the construction
and connection of said described improvement by said CONTRACTOR and at said OWNER's
expense upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. Upon payment of a tap fee of \$500.00, and the North Bend assessment charge in the
sum of \$34,770.23 respectively by said OWNER to CITY, the receipt of which is
hereby acknowledged, the OWNER and the CONTRACTOR are authorized to
construct at the OWNER's sole expense a sanitary sewer in accordance with Plans and
Specifications filed with and approved by DEPARTMENT, and further located and
particularly described as follows, to-wit:

and to connect the same to the CITY's Sanitary Sewer at a manhole located at 4742 S. Emerson Avenue. Such construction and connection to be made in strict accordance with the Plans and Specifications and therefore as approved by this DEPARTMENT and the Engineer under date of October 22, 2013, and the Standard Specifications of the CITY pertaining to sewer construction on file in the office of said DEPARTMENT (the "City Specifications") both of which Plans and Specifications and the City Specifications by this reference are made a part of this Agreement, and subject at all times to the inspection approval, and acceptance of the Department.

2. All excavations over which pavement, curbs, or walks are to be built or replaced within six (6) months after the backfilling thereof, shall be backfilled with granular material as directed by the Department of Transportation of such City of Beech Grove, or other proper governmental authority as the case may be.
3. Within forty-five (45) days of completion of such proposed sewer, a set of "as-built" tracings including all house connection measurements shall be prepared by such OWNER and filed with the DEPARTMENT. The "as-built" tracings must be filed with and approved by the DEPARTMENT and the proposed improvement must have been inspected and approved by a designated representative of CITY before such sewer will be accepted into the public sewer system.
4. Upon final completion thereof, but before its acceptance by the CITY, the CONTRACTOR shall furnish a completion affidavit in a form to be prescribed by the DEPARTMENT, and the CONTRACTOR or OWNER shall also furnish a suitable maintenance bond made payable to the CITY with good and sufficient surety thereon and acceptable to the CITY in an amount equal to 20% of the total contract price for said improvements. Said bond shall be in the form required by the CITY and shall guarantee said material and construction for a period of three years from the date of final acceptance.
5. Not Used
6. It is understood by the parties hereto that this sewer, and the connection thereto, shall be used for and as a sanitary sewer. No storm water, runoff water, downspouts, footing drains (perimeter drains) or sub-soil drainage shall be connected thereto.

7. Should annexation proceeds to the CITY be instituted at any time in the future by the proper governmental authority or by persons living in the area requested such annexation of the real estate serviced by said construction, the OWNER covenants and agrees for himself, itself, their legal representatives, heirs, devisees, grantees, successors or assigns that no objection to such annexation shall be made, that no remonstrance shall be filed nor will an appeal from any judgment approving such annexation be taken.
8. Work under said improvement shall commence within thirty days after the execution of this Agreement, and the CONTRACTOR agrees to prosecute such work without delay to final completion. The construction of the improvement provided for under this Agreement shall be completed by March 31, 2013.
9. No liability of any kind for any part of the improvements shall attached to said CITY or DEPARTMENT. The OWNER and CONTRACTOR, shall indemnify, defend and hold harmless the CITY AND DEPARTMENT and their respective officers, employees, elected officials, agents and assigns harmless from and against any and all losses, claims, liabilities, damages, costs and expenses, including but not limited to reasonable attorneys fees, which CITY and/or DEPARTMENT may incur as a result of or arising out of or in any way connected with this location, installation and/or construction of the improvements provided for in this Agreement. In addition, prior to the commencement of the construction authorized by this Agreement to the CONTRACTOR shall furnish to the CITY and DEPARTMENT evidence of a public liability insurance policy in the minimum amount of One Million Dollars (\$1,000,000.00), each occurrence, and each aggregate for bodily injury limits, and One Million Dollars (\$1,000,000.00), each occurrence, and One Million Dollars (\$1,000,000.00), each aggregate for property damage limits indemnifying and holding the CITY harmless against all claims, demands, actions, causes of action, loss and expense of every nature and kind therein at any time asserted against the CITY for or on account of any person, arising out of or in any way connected with this location, installation and/or construction of said improvement.
10. CONTRACTOR further agrees that prior to the commencement of the work contemplated herein, said CONTRACTOR shall furnish a suitable irrevocable letter

of credit or performance bond made payable to the DEPARTMENT with good and sufficient surety thereon and acceptable to the DEPARTMENT in an amount equal to 100% of the total contract price for said improvements.

11. CONTRACTOR further agrees that prior to the commencement of the work contemplated herein, said CONTRACTOR shall pay to said CITY, the sum of \$1,800.00, as an inspection charge covering the cost of inspecting such project. Such OWNER and/or CONTRACTOR shall also, in the event any part of such sewer is to be constructed across, on, through or under any public highway or right-of-way, furnish CITY evidence of authority so to do, procured from the proper governmental agency having jurisdiction and control over such public right-of-way.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the day and year first above written.

CONTRACTOR

OWNER

English Excavating Co Inc.
NAME OF CONTRACTING COMPANY

Jeffery L Goffney / Teachers Credit Union
NAME OF CORP. (IF APPLICABLE)

Mick English
SIGNATURE

Jeffery L Goffney
SIGNATURE (OF OFFICER IN CORP.)

Mick English Vice Pres.
PRINTED NAME & TITLE IN CO.

Jeffery L Goffney - AVP Property MGMT
PRINTED NAME (& TITLE IN CORP.)

CITY OF BEECH GROVE

Dennis Buckley
DENNIS BUCKLEY
MAYOR, CITY OF BEECH GROVE

ATTEST:

Dan McMillan
DAN MCMILLAN
CLERK TREASURER

STATE OF INDIANA)
) SS
COUNTY OF ~~MARION~~)

~~Johnson~~
BEFORE ME, the undersigned, a Notary Public in and for said County and State,
personally appeared MICK ENGLISH

CONTRACTOR, and acknowledge the execution of the foregoing Private Contract Agreement to
be their free and voluntary act and deed.

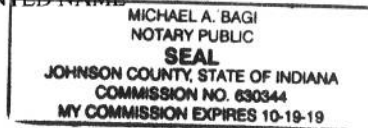
WITNESS my hand and Notarial Seal this 22ND day of NOVEMBER
2013.

10-19-19
COMMISSION EXPIRATION DATE

Michael A. Bagi
NOTARY SIGNATURE

Johnson
COUNTY OF RESIDENCE

Michael A. Bagi
PRINTED NAME



STATE OF INDIANA)
) SS
COUNTY OF ~~MARION~~)

~~St. Joseph~~
BEFORE ME, the undersigned, a Notary Public in and for said County and State,
personally appeared Jeffery L Goffney

OWNER, and acknowledge the execution of the foregoing Private Contract Agreement to be
their free and voluntary act and deed.

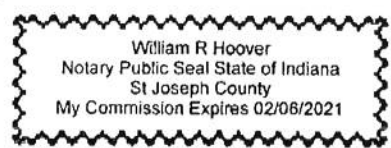
WITNESS my hand and Notarial Seal this 21 day of November
2013.

02/06/2021
COMMISSION EXPIRATION DATE

William R. Hoover
NOTARY SIGNATURE

St. Joseph
COUNTY OF RESIDENCE

William R. Hoover
PRINTED NAME



11/1/2013