

13

**AGREEMENT BETWEEN  
THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
AND  
NORTHERN INDIANA PUBLIC SERVICE COMPANY  
FOR RELOCATION OF UTILITIES**

THIS AGREEMENT, made and entered into this 20th day of MARCH  
A.D. 2008, by and between Northern Indiana Public Service Company, 801 East 86<sup>th</sup>  
Avenue, Merrillville, IN 46410 (hereinafter referred to as the *Utility*), and The Little Calumet  
River Basin Development Commission (hereinafter referred to as the *Commission*).

WITNESSETH:

WHEREAS, the *Commission* desires to construct a flood protection levee and ancillary  
improvements (hereinafter referred to as the *Project*); and

WHEREAS, due to the said *Project*, certain adjustments, removals, alterations, and/or  
relocations of the existing facilities of the *Utility* will have to be made as shown on Army  
Corps Drawing #C-60 (Plan-Utility Corridor) referred to as Exhibit "A", attached hereto and  
by this reference made a part of this agreement; and, a detailed (Phase 2 Pipeline Corridor)  
drawing from Garcia Consulting revised on 9/28/07 referred to as Exhibit "B" attached  
hereto and by this reference made a part of this agreement.

WHEREAS, it is to the best interest of the *Utility* and the *Commission* for the *Utility* to  
make the necessary adjustments, removals, alterations and/or relocations of its existing  
facilities as shown on said Exhibit "A" with the *Utility's* regular construction and maintenance  
forces, or by a contractor paid under a contract let by the *Utility*.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL  
COVENANTS HEREIN RECITED, THE *UTILITY* AND THE *COMMISSION* DO HEREIN  
AGREE AS FOLLOWS:

Section I

The *Utility*, with its regular construction or maintenance crew and personnel at its  
standard schedule of wages and working hours, or by an approved contractor, will make the  
necessary adjustments, removals, alterations and/or relocations in its existing facilities as  
shown on said Exhibit "A". The estimated cost thereof is Two Hundred Four Thousand Five  
Hundred Fifty One Dollars and No Cents (\$204,551.00) for construction, as shown on the  
estimate attached hereto, marked Exhibit "C", which said Exhibit "C" is hereby made a part  
of this agreement.

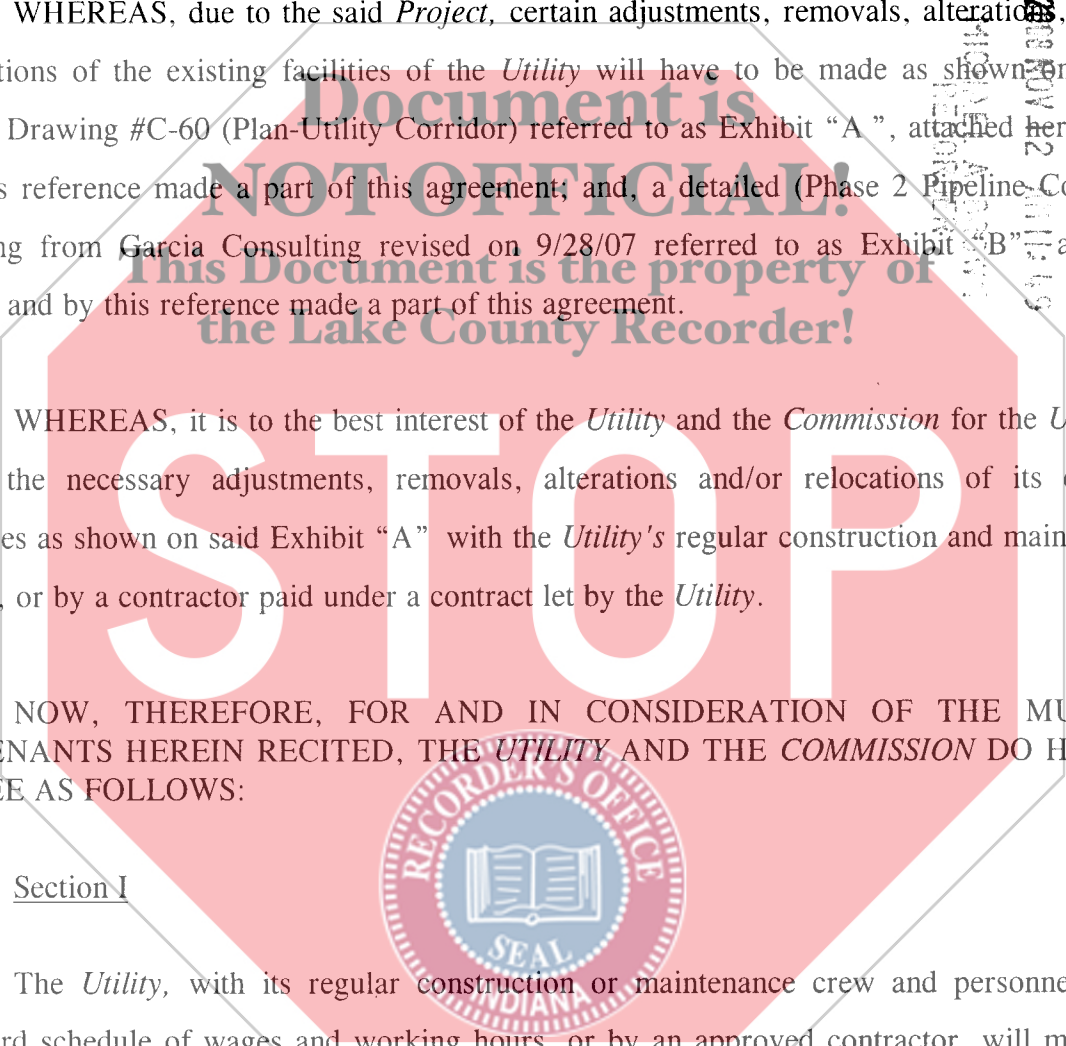
**NOT-TAXABLE**

NOV 12 2008

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

017595

2008 076955



✓ #010198  
33 -  
BS

## Section II

The *Commission* will reimburse the *Utility* for its actual cost of the work upon presentation of itemized bills to the *Commission* from the *Utility*; said itemization being shown and said costs being computed by and in accordance with normal methods and procedures. The *Utility* accounts shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available for audit by the *Commission* or its agents or design for a period of not less than three years from the date final payment has been received by the *Utility*.

Should the accumulated costs of the work materially exceed the Exhibit "C" preliminary estimated cost, due to conditions not known or anticipated at the time of estimate preparation, and no substantial change in the scope of work, method of installation, change in location, or other changes of similar nature has taken place, the *Utility* shall notify the *Commission* in writing of such fact and the reason therefore as promptly as possible and such changes, if of substantial cost or nature, shall be agreed to in writing by the *Commission*.

The payments will be made on the basis hereinafter set forth:

### Progress or Final Billing

The *Utility* may submit progress billings reflecting the actual cost incurred or it may submit a final billing upon completion of the *Project*. It is agreed that progress payments be made by the *Commission* to the *Utility* for not more than Ninety-five Percent (95%) of the total amount of work done as shown on monthly statements or when the amount due the *Utility* equals \$1,000 or more, said progress billing to be paid within Sixty (60) days of receipt. It is further agreed that upon receipt of a final bill, prepared in the same format as the estimate Exhibit "C" and on an approved Purchase Order claim form, the *Utility* shall be reimbursed for such items of Project work, Project expense, and Project retainage within Ninety (90) days after receipt of same by the *Commission*.

Provided, however, that all books, records, and accounts of any public utility and the accounts and records of any contractor or sub-contractor involved in carrying out the proposed work to which a payment for a relocation has been made by the *Commission* shall be audited and the *Utility*, following such audit, shall delete those items from the final bill or refund that portion of the payment which the *Commission* determines not properly compensable.

## Section III

The *Utility* shall not start work on the modifications covered by this agreement until written notice to proceed has been given to the *Utility* by the *Commission* that the work has been authorized.

Section IV

The *Commission* shall reimburse the *Utility* for any item of work or expense involved if performed at the written direction of the *Commission*.

Section V

The existing facilities are located on NIPSCO right-of-way and the *Utility* either has an easement thereon or a continuing right to maintain the facilities in that location. If such utilities are located on property other than NIPSCO right-of-way, the *Utility*, for and in consideration of the foregoing provision for payment, hereby subordinates the *Utility's* rights herein to those of the *Commission* or its assignee.

Section VI

Pursuant to IC 22-9-1-10, the *Utility*, its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section VII

The *Utility* for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the *Commission* from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortuous acts or whether due in whole or in part to the negligent acts or omissions of the *Utility*, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where said *Commission* is guilty of intentional tortuous acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the *Utility* shall have no duty to indemnify, protect, or save harmless the *Commission*.

IN WITNESS WHEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

NORTHERN INDIANA PUBLIC SERVICE COMPANY

T.A. Dehring  
(Signature of Officer)  
T.A. DEHRING  
(Officer's Name Printed or Typed)  
GENERAL MANAGER  
(Officer's Position)

ATTEST:

Gary W. Pottorff  
(Secretary of Utility Signature)  
Gary W. Pottorff  
(Secretary's Name Printed)  
Vice President, Administration  
and Corporate Secretary

**ACKNOWLEDGMENT**

State of IN, County of Lake, SS:

Before me, the undersigned Notary Public in and for said County, personally appeared

Timothy A. Dehring and Gary W. Pottorff  
(Names and offices of signers of Utility)

officers of NORTHERN INDIANA PUBLIC SERVICE COMPANY, and acknowledged the execution of the foregoing contract on this      day of March, 2008.

Witness my hand and seal the said last day.

My Commission Expires  
2/15/2016

Corinne B. Johnson  
NOTARY PUBLIC (Signature)  
Corinne B. Johnson  
(Printed or typed)

CORINNE B. JOHNSON  
Lake County  
My Commission Expires  
February 15, 2016



THE COMMISSION:

ATTEST:

THE LITTLE CALUMET RIVER  
BASIN DEVELOPMENT COMMISSION

Dan Gardner  
(Signature of Officer)

Dan Gardner  
(Officer's Name Printed or Typed)

Executive Director  
(Officer's Position)

James E. Pokrajac  
(Signature)

James E. Pokrajac  
(Name Printed)

Agent, Engineering/hand Mgmt.  
(Position)

**ACKNOWLEDGMENT**

State of IN, County of LAKE, SS:

Before me, the undersigned Notary Public in and for said County, personally appeared

Dan Gardner and James E. Pokrajac  
(Names and offices of signers of Commission)

officers of THE LITTLE CALUMET RIVER-BASIN DEVELOPMENT

COMMISSION, and acknowledged the execution of the foregoing contract on this

4th day of March, 2008.

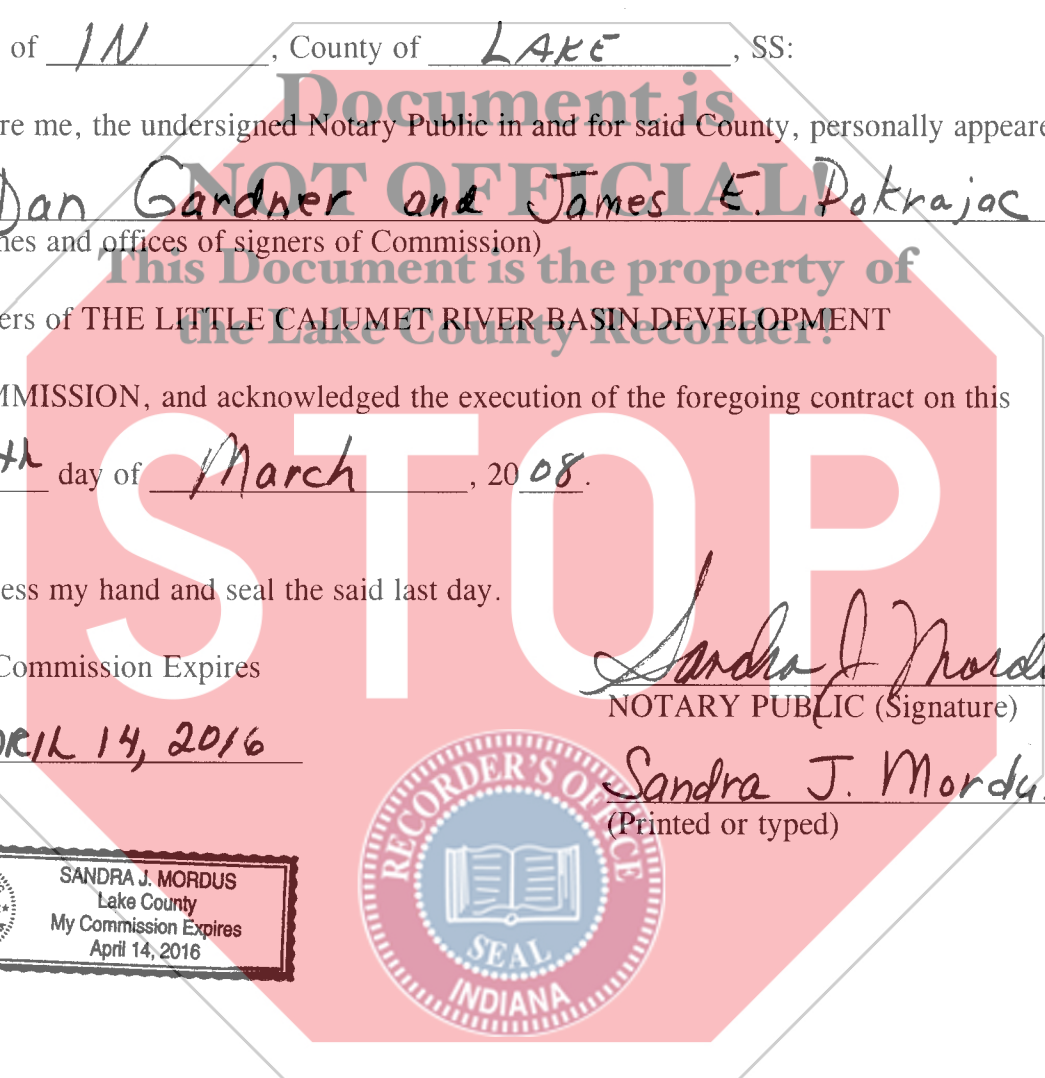
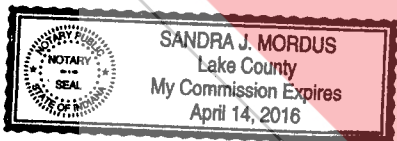
Witness my hand and seal the said last day.

My Commission Expires

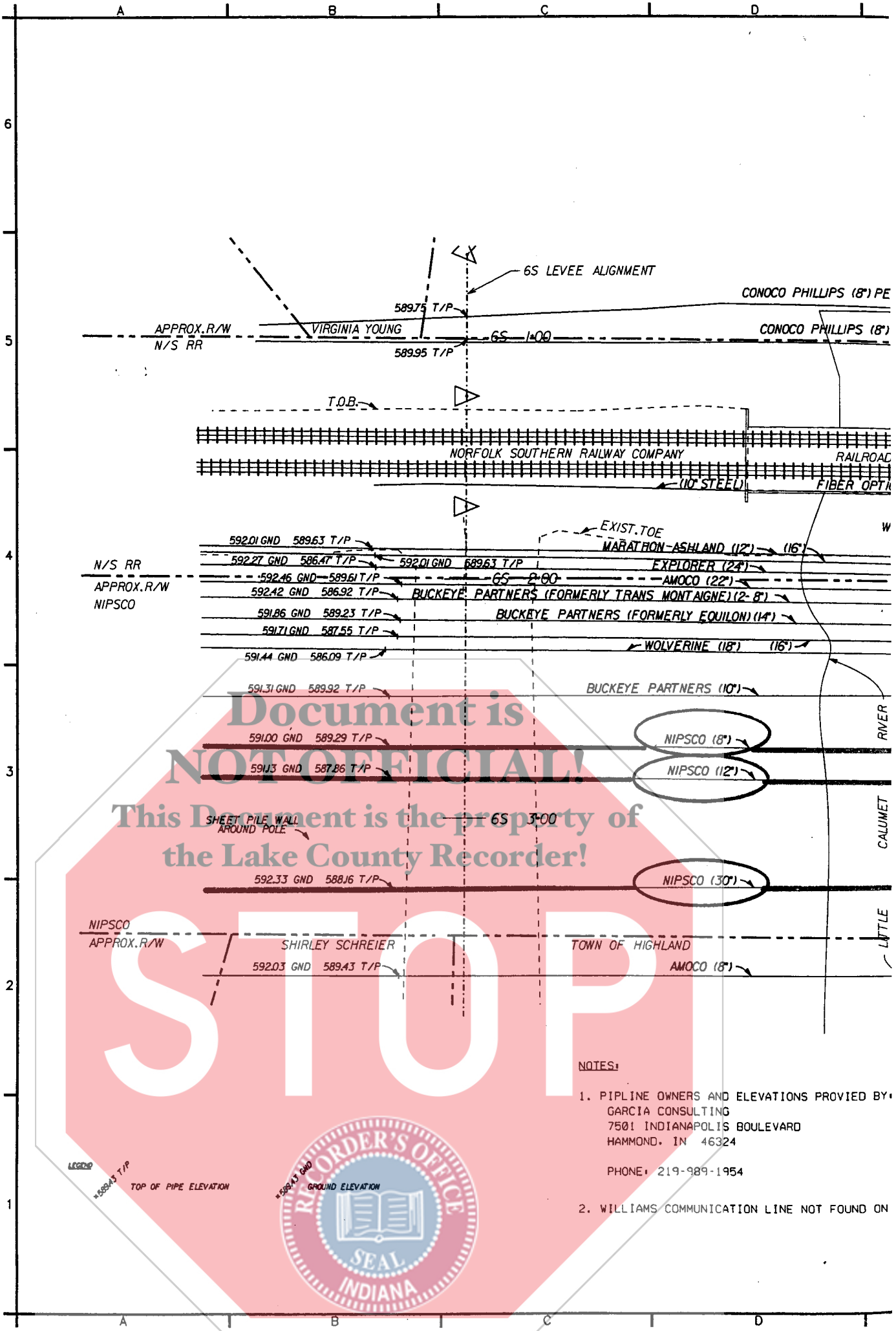
April 14, 2016

Sandra J. Mordus  
NOTARY PUBLIC (Signature)

Sandra J. Mordus  
(Printed or typed)







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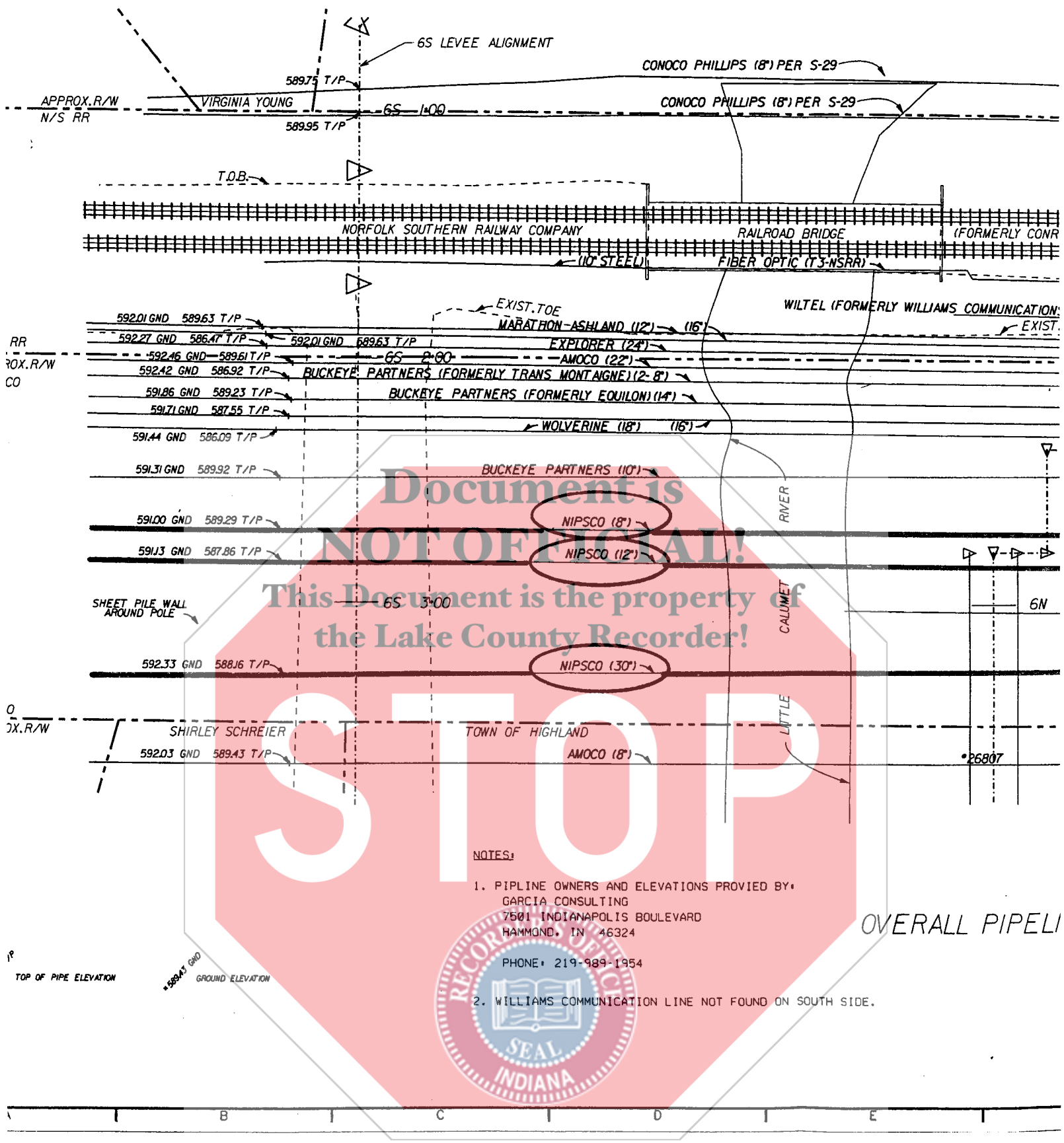
This Document is the property of the Lake County Recorder!

STOP



- NOTES:
1. PIPELINE OWNERS AND ELEVATIONS PROVIDED BY GARCIA CONSULTING  
7501 INDIANAPOLIS BOULEVARD  
HAMMOND, IN 46324  
PHONE: 219-989-1954
  2. WILLIAMS COMMUNICATION LINE NOT FOUND ON

LEGEND  
 \*589.43 T/P TOP OF PIPE ELEVATION  
 \*589.43 GND GROUND ELEVATION



Document is NOT OFFICIAL!

STOP

This Document is the property of the Lake County Recorder!

NOTES:

1. PIPELINE OWNERS AND ELEVATIONS PROVIDED BY:  
 GARCIA CONSULTING  
 7501 INDIANAPOLIS BOULEVARD  
 HAMMOND, IN 46324  
 PHONE: 219-989-1954
2. WILLIAMS COMMUNICATION LINE NOT FOUND ON SOUTH SIDE.

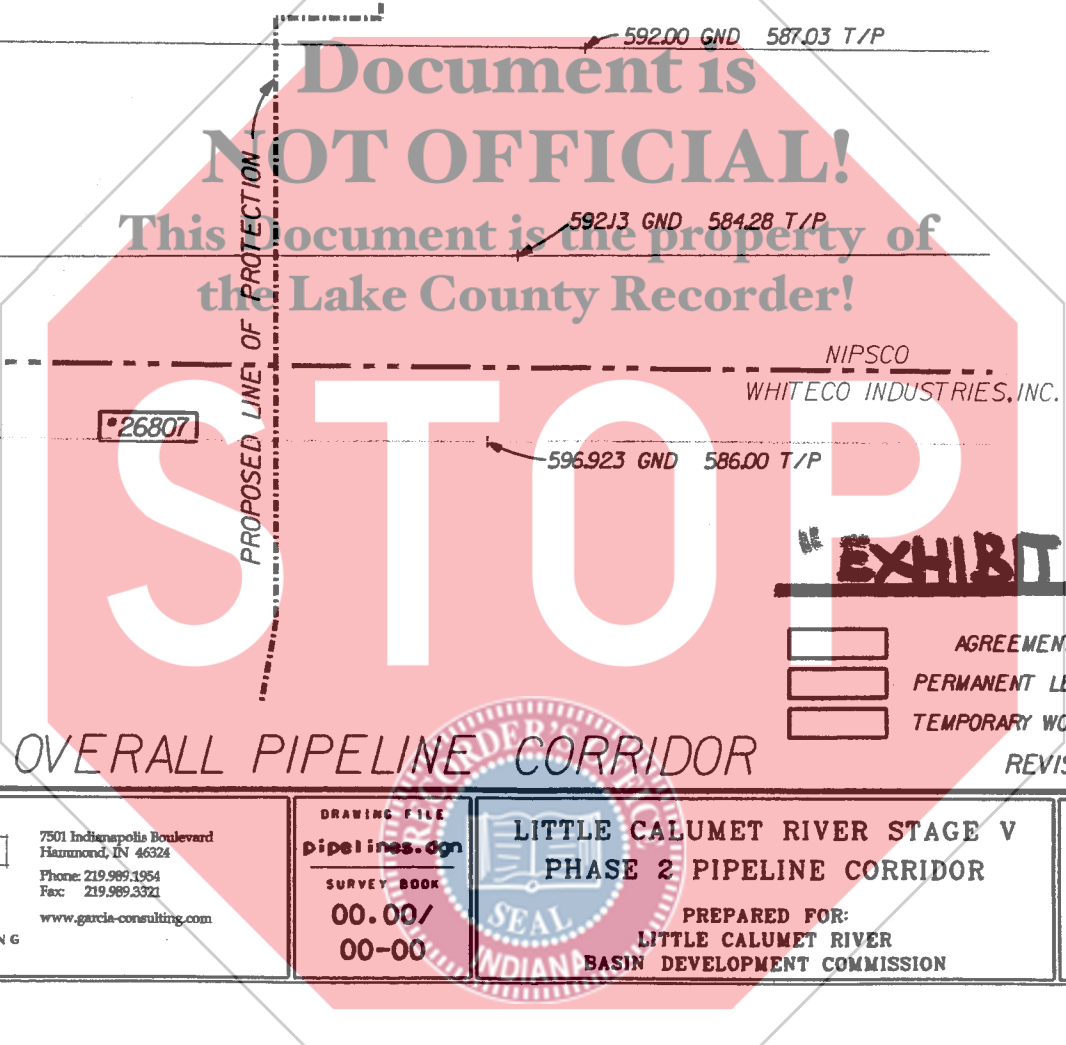
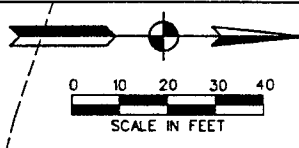
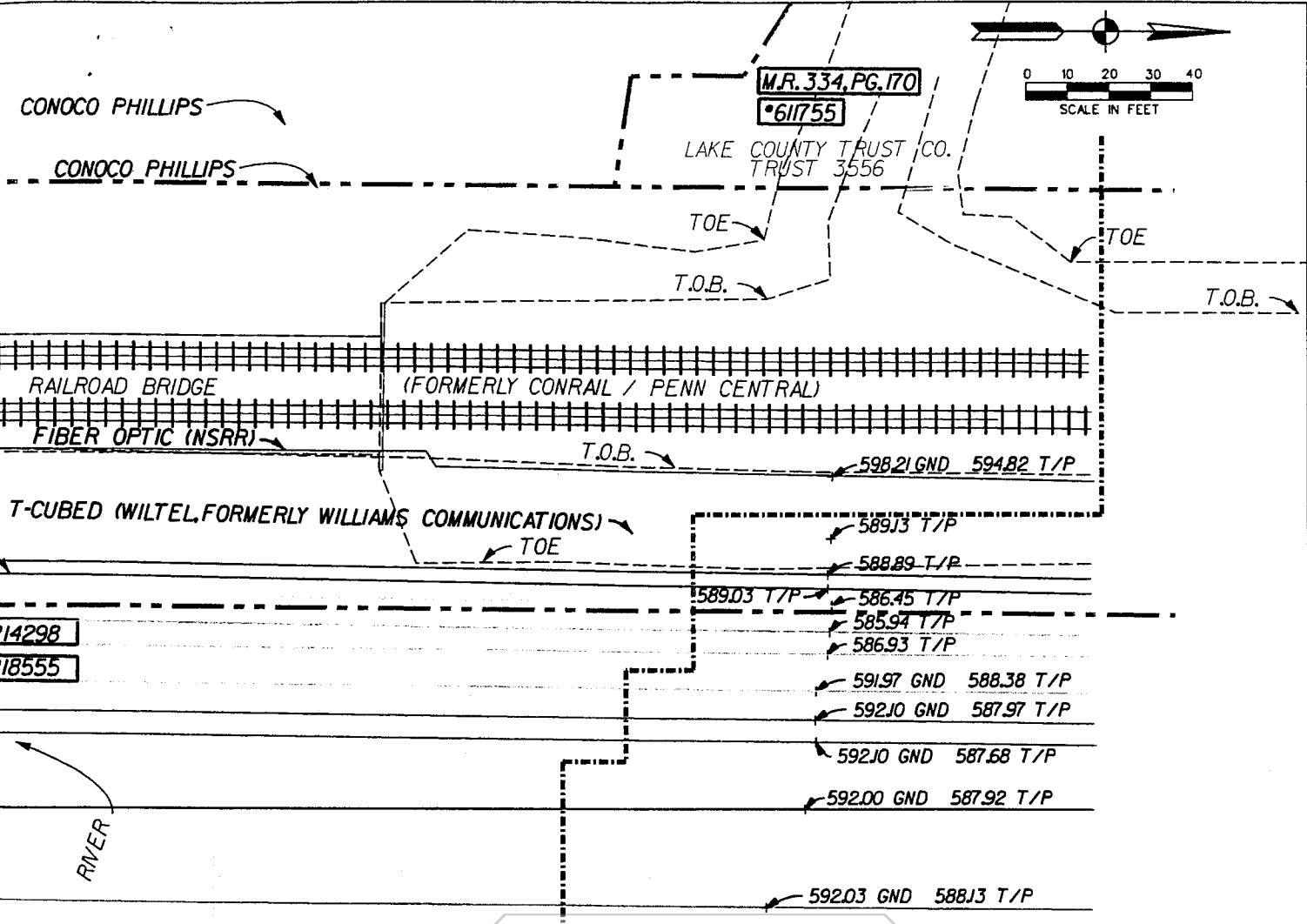


TOP OF PIPE ELEVATION


GROUND ELEVATION

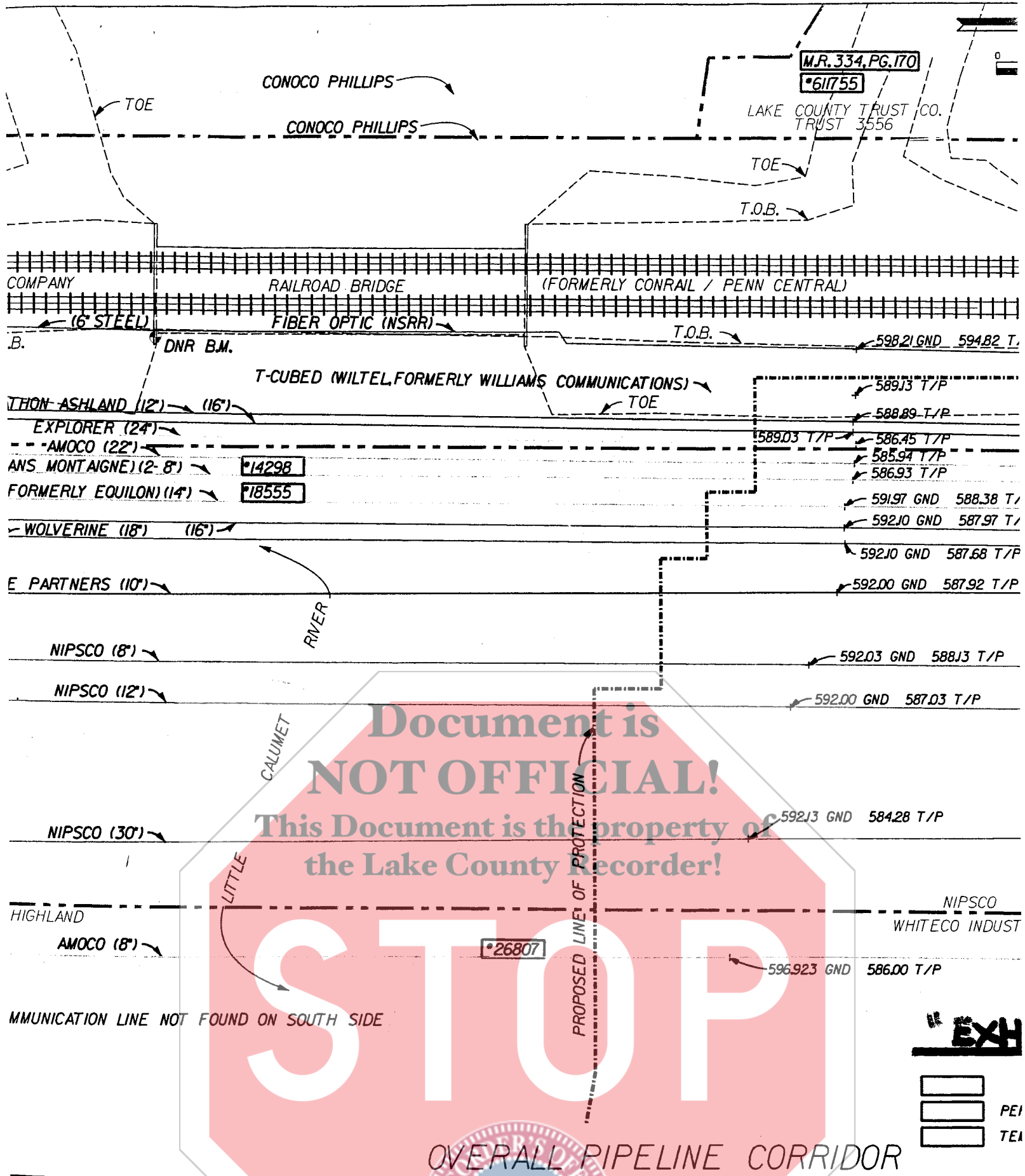






- AGREEMENT NUMBERS
  - PERMANENT LEVEE EASEMENT
  - TEMPORARY WORK EASEMENT
- REVISED 9/28/07

sin 1 48368	 <b>GARCIA CONSULTING</b>	7501 Indianapolis Boulevard Hammond, IN 46324 Phone: 219.989.1954 Fax: 219.989.3321 www.garcia-consulting.com	DRAWING FILE <b>pipelines.dgn</b> SURVEY BOOK 00.00/ 00-00	<b>LITTLE CALUMET RIVER STAGE V          PHASE 2 PIPELINE CORRIDOR</b> PREPARED FOR: LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION	SHEET <b>1 OF 2</b> PROJECT <b>LIT13</b> SCALE
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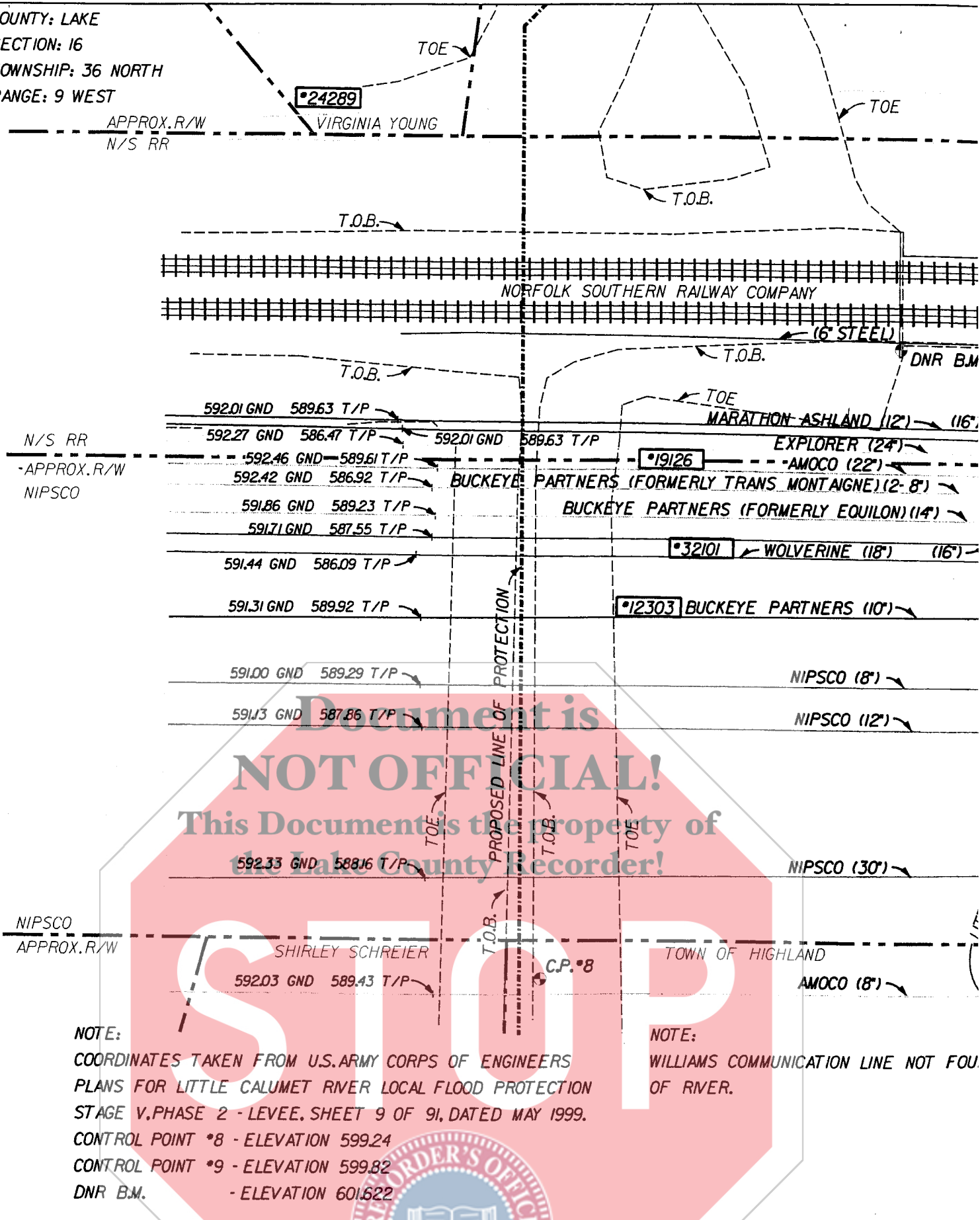
Little Calumet River Basin  
Development Commission  
6100 Southport Road Portage, Indiana 46368

**G**  
GARCIA CONSULTING  
7501 Indianapolis Boulevard  
Hammond, IN 46324  
Phone: 219.989.1954  
Fax: 219.989.3321  
www.garcia-consulting.com

DRAWING FILE  
pipelines.dgn  
SURVEY BOOK  
00.00/  
00-00

LITTLE CALUMET RIVER STA  
PHASE 2 PIPELINE CORR  
PREPARED FOR:  
LITTLE CALUMET RIVER  
BASIN DEVELOPMENT COMMISSION

COUNTY: LAKE  
 SECTION: 16  
 TOWNSHIP: 36 NORTH  
 RANGE: 9 WEST



APPROX. R/W  
 N/S RR

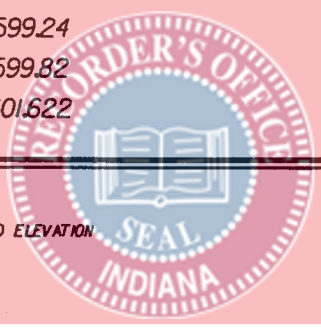
N/S RR  
 APPROX. R/W  
 NIPSCO

NIPSCO  
 APPROX. R/W

NOTE:  
 COORDINATES TAKEN FROM U.S. ARMY CORPS OF ENGINEERS  
 PLANS FOR LITTLE CALUMET RIVER LOCAL FLOOD PROTECTION  
 STAGE V, PHASE 2 - LEVEE, SHEET 9 OF 91, DATED MAY 1999.  
 CONTROL POINT \*8 - ELEVATION 599.24  
 CONTROL POINT \*9 - ELEVATION 599.82  
 DNR B.M. - ELEVATION 601.622

NOTE:  
 WILLIAMS COMMUNICATION LINE NOT FOUND  
 OF RIVER.

LEGEND  
 \*589.43 T/P TOP OF PIPE ELEVATION  
 \*589.43 GND GROUND ELEVATION  
 T.O.B. TOP OF BANK  
 T.O.E. TOE OF BANK



Little Calumet River  
 Development Commission  
 6100 Southport Road Portage, Indiana

**MATERIAL AND LABOR ESTIMATE**

NORTHERN INDIANA PUBLIC SERVICE COMPANY

DATE PREPARED THURSDAY DEC 27, 2007 TYPE CONSTRUCTION W.O. NO. 49088-59

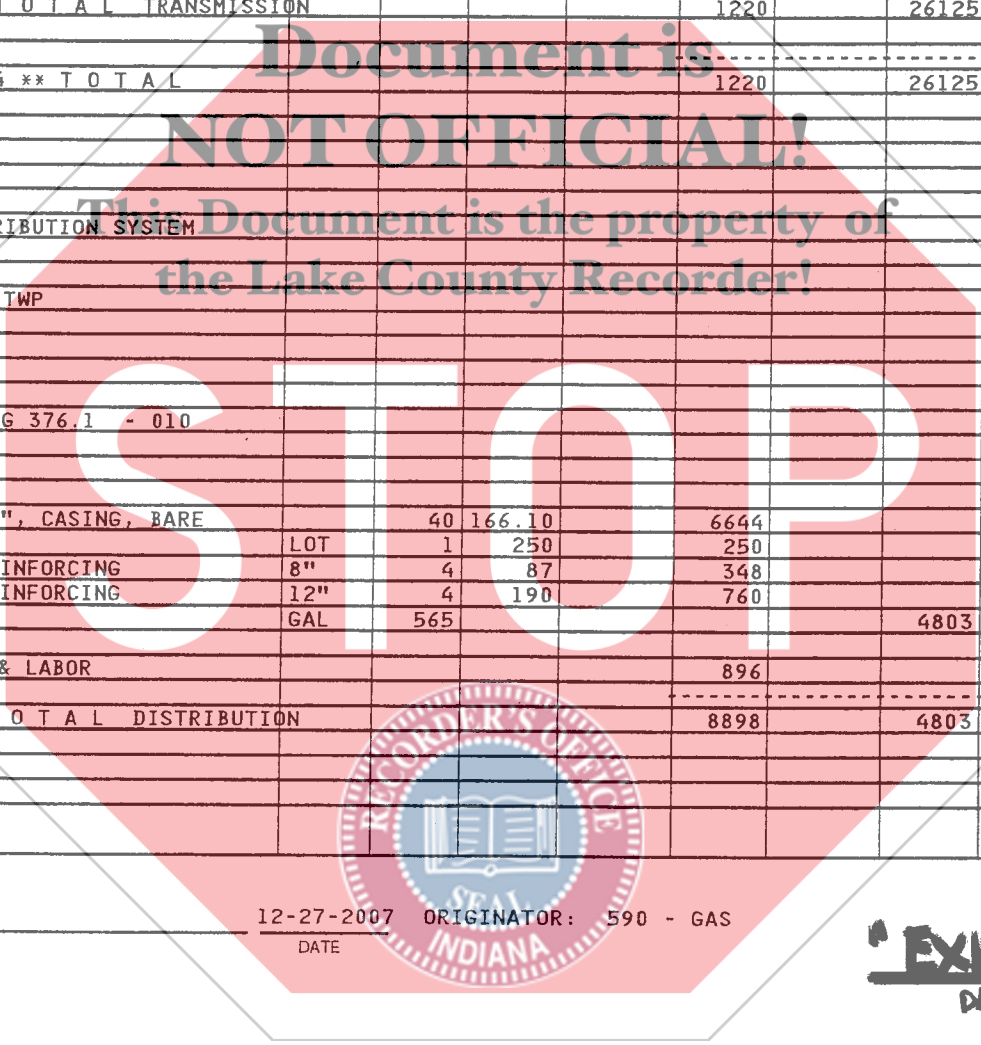
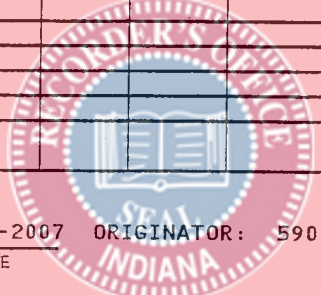
CONSTRUCTION-MAINTENANCE-OPERATION

DISTRICT HAMMOND LOCATION WEST OF KENNEDY AVE, HIGHLAND METER NO. 49088-59  
 BRIEF TITLE LEVEE PROJECT-30", 12", 8", INSTALL SLEEVES/SPLIT CASING (0000)

BRIEF DESCRIPTION INSTALL WELD REINFORCING SLEEVES ON THE 30", 12", AND 8" GAS LINES WEST OF KENNEDY AVE AT LITTLE CAL RIVER ON THE 30" R/W IN HIGHLAND, IN. THIS ESTIMATE IS FOR GAS FACILITIES INVOLVED IN KENNEDY TO NORTHCOTE AVE LEVEE, STAGE V, PH 2 SLEEVES ARE TO PROTECT WELDS DURING PILE DRIVING FOR I-WALL SPLIT CSG UNDERRAMP

PAGE	ITEM	SIZE	ESTIMATED QUANTITY	UNIT COST		ESTIMATED COST (IN DOLLARS)			TOTAL	
				MATERIAL	LABOR	MATERIAL	LABOR	OTHERS		
1	<b>GAS TRANSMISSION SYSTEM</b>									
	TAX UNIT M24 HIGHLAND-NORTH TWP									
	GAS TRANSMISSION LINE NUMBER 30120									
	HIGHLAND JUNC TO 20-30 ST 30" 30-120									
	ACCOUNT G 367 - 010									
	<b>MAINS</b>									
	SLEEVE, WELD REINFORCING	30"	4	305		1220			1220	
	STONE, SAND BACKFILL, PAD	LOT	6				9000		9000	
	IMPERVIOUS CLAY FOR BACKFILL TO TOP OF PIPE EXCAVATIONS/COMPACTION TEST	YD	115				8625		8625	
	INSPECTION SERVICES DURING LEVEE CONSTRUCTION AT PIPELINE AREA	LOT	1				8500		8500	
	TAX UNIT M24 TOTAL TRANSMISSION					1220		26125		27345
	TAX UNIT ** M24 ** TOTAL					1220		26125		27345
	<b>GAS DISTRIBUTION SYSTEM</b>									
	TAX UNIT M24 HIGHLAND-NORTH TWP									
	ACCOUNT G 376.1 - 010									
	<b>STEEL MAIN</b>									
	PIPE, STEEL, 36", CASING, BARE		40	166.10		6644			6644	
	MISC MATERIAL	LOT	1	250		250			250	
	SLEEVE, WELD REINFORCING	8"	4	87		348			348	
	SLEEVE, WELD REINFORCING	12"	4	190		760			760	
	CASING FILLER	GAL	565				4803		4803	
	MINOR MATERIAL & LABOR					896				896
	TAX UNIT M24 TOTAL DISTRIBUTION					8898		4803		13701

ESTIMATED BY NE ARNDT DATE 12-27-2007 ORIGINATOR: 590 - GAS



**EXHIBIT C**  
PAGE 1 OF 2



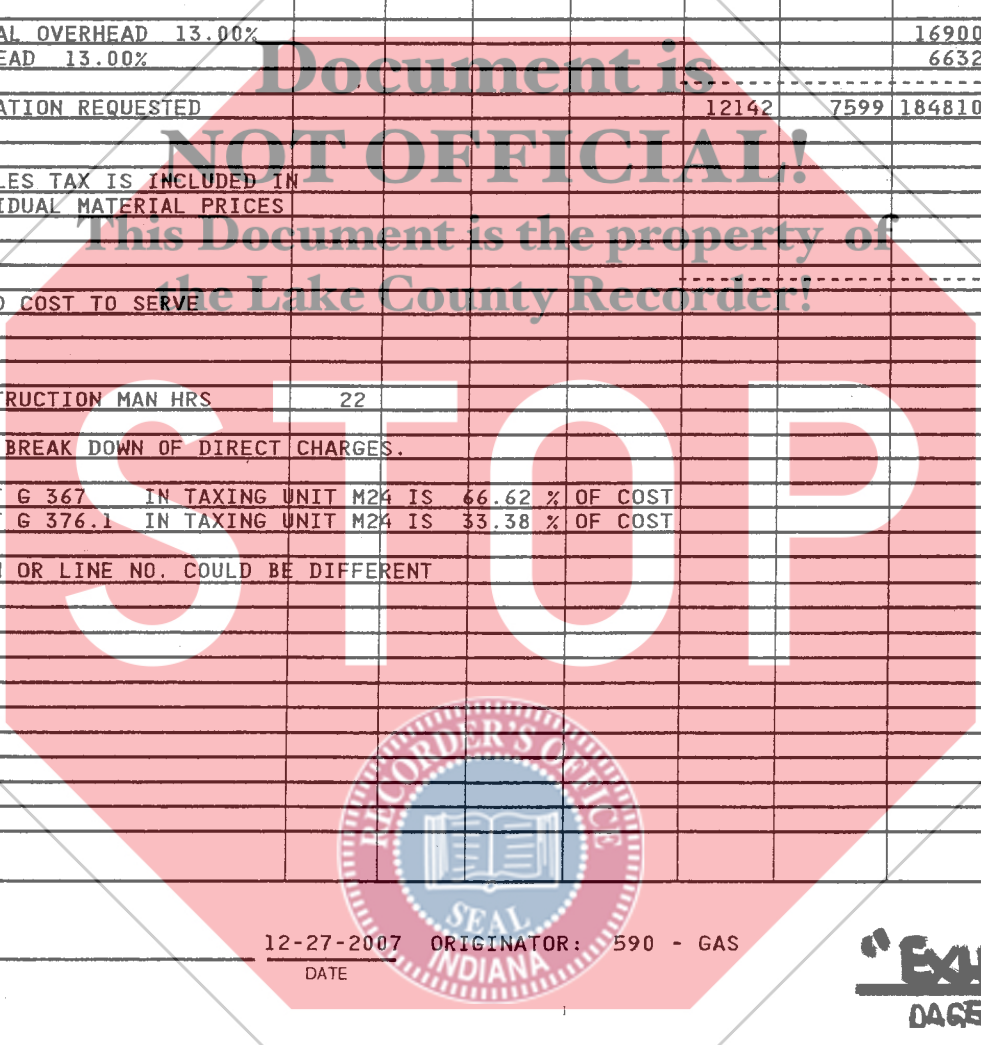
**MATERIAL AND LABOR ESTIMATE**  
NORTHERN INDIANA PUBLIC SERVICE COMPANY

DATE PREPARED THURSDAY DEC 27, 2007 TYPE CONSTRUCTION W.O. NO. 49088-59  
CONSTRUCTION-MAINTENANCE-OPERATION  
 DISTRICT HAMMOND LOCATION WEST OF KENNEDY AVE, HIGHLAND M&O NO. 49088-59  
 BRIEF TITLE LEEVE PROJECT-30", 12", 8", INSTALL SLEEVES/SPLIT CASING (0000)

BRIEF DESCRIPTION INSTALL WELD REINFORCING SLEEVES ON THE 30", 12", AND 8" GAS LINES WEST OF KENNEDY AVE AT LITTLE CAL RIVER ON THE 30" R/W IN HIGHLAND, IN. THIS ESTIMATE IS FOR GAS FACILITIES INVOLVED IN KENNEDY TO NORTHCOTE AVE LEEVE, STAGE V, PH 2. SLEEVES ARE TO PROTECT WELDS DURING PILE DRIVING FOR I-WALL SPLIT CSG UNDERRAMP

PAGE	2	ITEM	SIZE	ESTIMATED QUANTITY	UNIT COST		ESTIMATED COST (IN DOLLARS)			TOTAL
					MATERIAL	LABOR	MATERIAL	LABOR	OTHERS	
<b>TAX UNIT ** M24 ** T O T A L</b>							8898		4803	13701
<b>LABOR INDEX 0.00</b>										
<b>TOTAL DIRECT MATERIAL AND LABOR COSTS (*)</b>							10118		30928	41046
<b>CONTRACT LABOR</b>									130000	130000
<b>PAYROLL LOADER</b>										
<b>STORES, FRIEGHT AND HANDLING EXPENSE</b>							2024			2024
<b>ENGINEERING LABOR AND EXPENSES</b>								5500	150	5650
<b>SUPPORT PERSONAL &amp; EXPENSES</b>								1500	200	1700
<b>PAYROLL TAX 8.55%</b>								599		599
<b>OTHER COST SUB-TOTAL</b>							2024	7599	130350	139973
<b>S U B - T O T A L</b>							12142	7599	161278	181019
<b>PARTIAL OVERHEAD 13.00%</b>									16900	16900
<b>OVERHEAD 13.00%</b>									6632	6632
<b>TOTAL AUTHORIZATION REQUESTED</b>							12142	7599	184810	204551
(*) 6.00 % SALES TAX IS INCLUDED IN THE INDIVIDUAL MATERIAL PRICES										
<b>TOTAL ESTIMATED COST TO SERVE</b>										204551
<b>ESTIMATED CONSTRUCTION MAN HRS</b>				22						
<b>FERC ACCOUNT % BREAK DOWN OF DIRECT CHARGES.</b>										
** FERC ACCOUNT G 367 IN TAXING UNIT M24 IS 66.62 % OF COST										
** FERC ACCOUNT G 376.1 IN TAXING UNIT M24 IS 33.38 % OF COST										
** THE STATION OR LINE NO. COULD BE DIFFERENT										

ESTIMATED N E ARNDT 12-27-2007 DATE ORIGINATOR: 590 - GAS



**"EXHIBIT C"**  
PAGE 2 OF 2