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SU

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

2009 025033

THIS AGREEMENT, made and entered into this 1st day of April A.D. 2009, by and between Northern Indiana Public Service Company, 801 East 96th Avenue, Merrillville, Indiana 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 drainage improvements (hereinafter referred to as the *Project*); and,

WHEREAS, due to the said *Project*, certain adjustments, removals, alterations, installations, and/or relocations of the existing facilities of the *Utility* will have to be made, for both gas and electric, as shown on drawings marked Exhibit "A" - Electric (W.O. 53008-1, Sheet 1 of 1), and Exhibit "A" - Gas (W.O. 44180-1, Sheet 1 of 1), and Exhibit "B" (GLE No. DC-1173) showing the plat of legal description both of which are attached hereto and by this reference made a part of this agreement; and,

WHEREAS, it is to the best interest of the *Utility* and the *Commission* for the *Utility* to make the necessary adjustments, removals, alterations, installations, 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, including retirement, thereof is Ninety Seven Thousand Three Hundred Forty Four Dollars (\$97,344.00), as shown on the estimate attached hereto, marked Exhibit "C", which said Exhibit "C" is hereby made a part of this agreement.

Section II

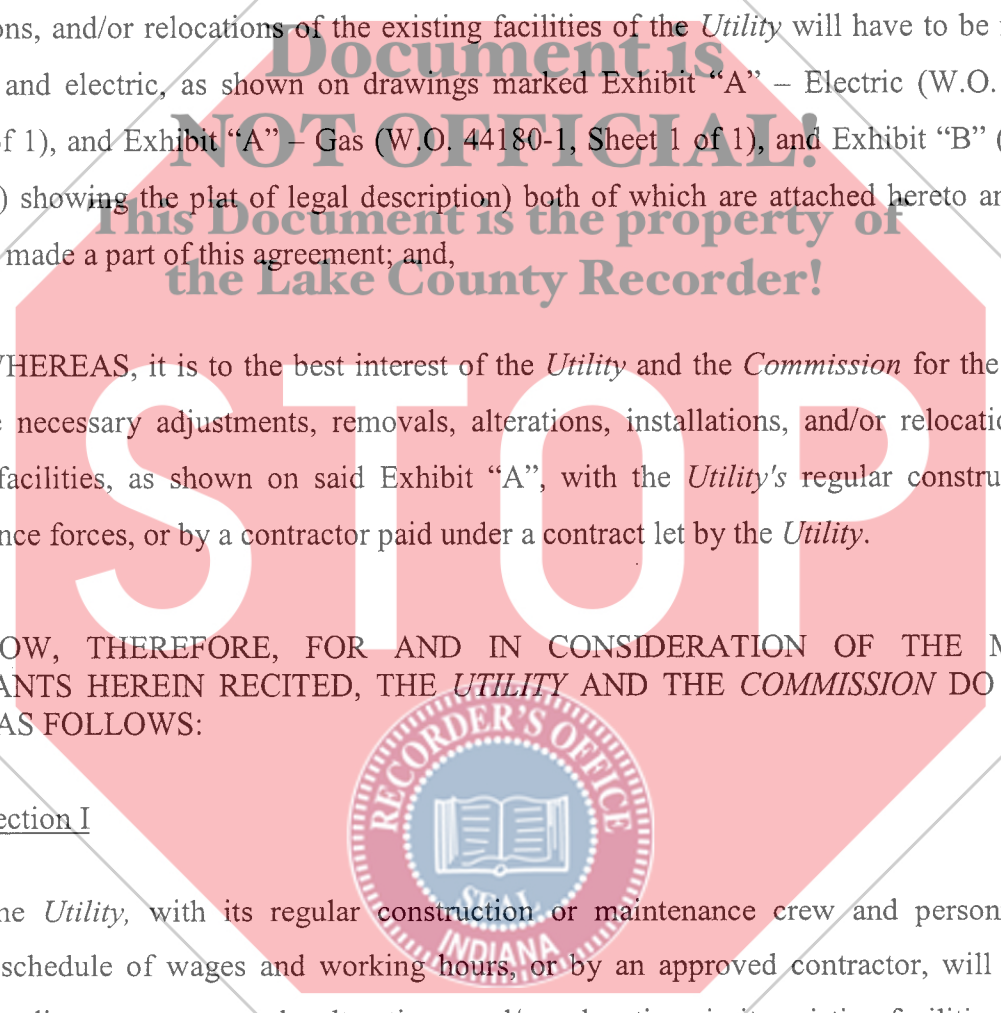
The *Commission* will reimburse the *Utility* for its actual cost of the work upon

Return to:

Grantee's Address:
 Little Calumet River Basin
 Development Commission
 6100 Southport Road
 Portage IN 46368



STATE OF INDIANA
 LAKE COUNTY
 FILED FOR RECORD
 2009 APR 20 AM 11:55
 MICHAEL A. BROWN
 RECORDER



NON-TAXABLE

APR 20 2009

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

40-
#010734
SS

002921

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 costs, 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 a 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 public 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.

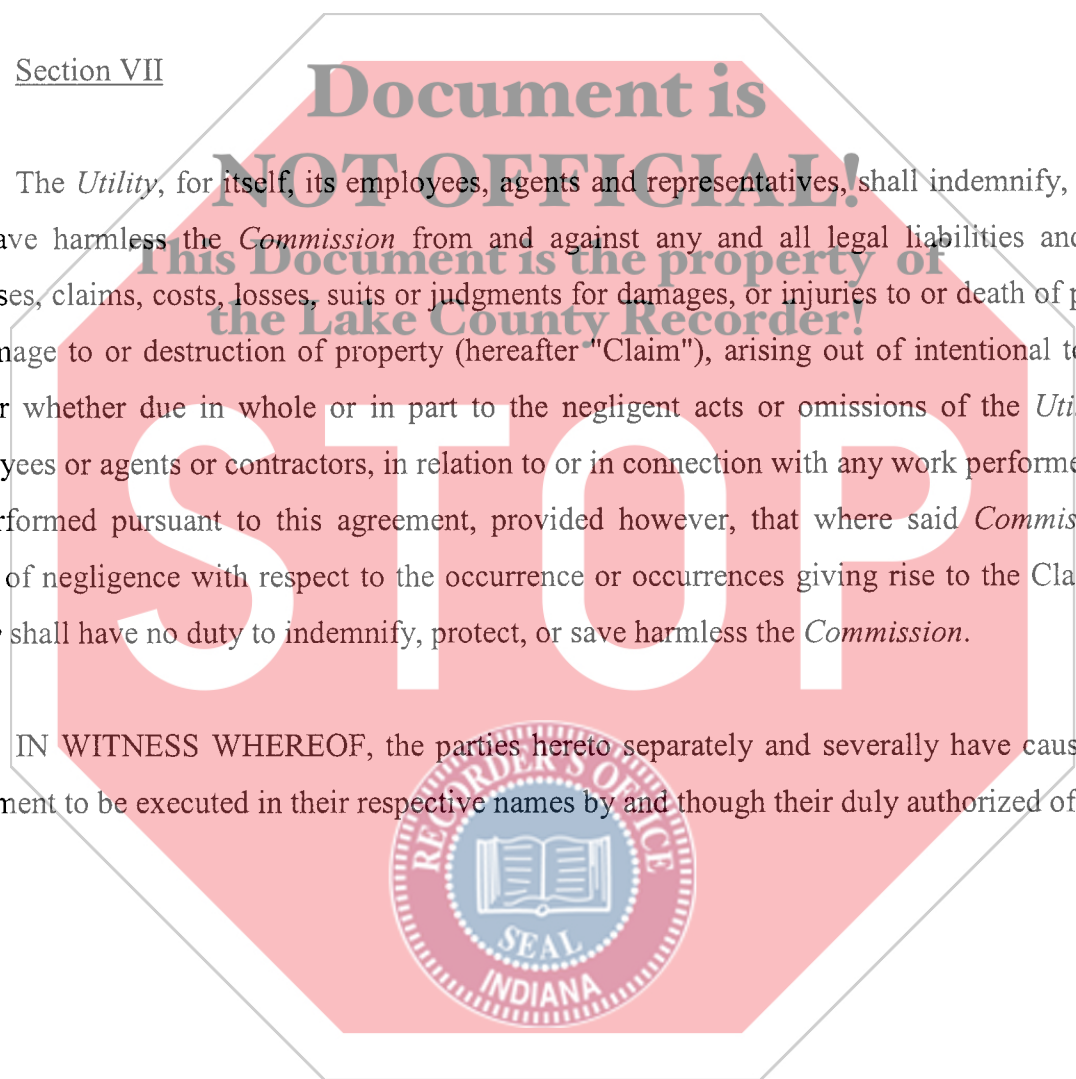
Section VI

Pursuant to IC 22-9-1-10, the *District*, 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 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:

ATTEST:

NORTHERN INDIANA PUBLIC
SERVICE COMPANY

T.A. DeHring
(Signature of Officer)

Jill J Boganwright
(Signature)

Jill J. Boganwright
(Name Printed)

T.A. DEHRING
(Officer's Name Printed or Typed)

Sr. V.P. ENERGY DELIVERY
(Officer's Position)

ACKNOWLEDGMENT

State of INDIANA, County of LAKE, SS:

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

T.A. DEHRING, SR. V.P. ENERGY DELIVERY
(Names and offices of signers of the Utility)

officers of the NORTHERN INDIANA PUBLIC SERVICE COMPANY, and acknowledged

the execution of the foregoing contract on this 1ST day of April,
20 14.

Witness my hand and seal the said last day.

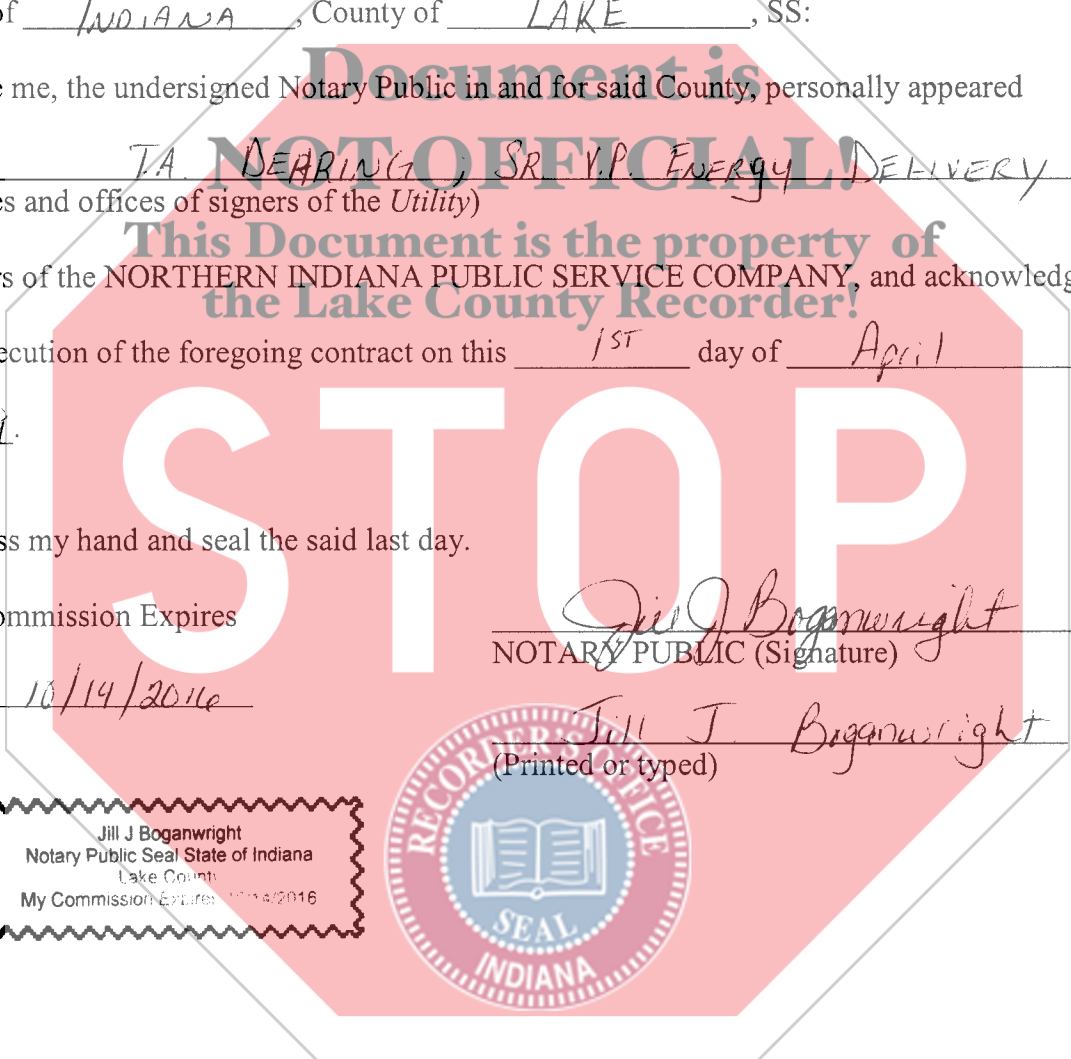
My Commission Expires

10/14/2016

Jill J Boganwright
NOTARY PUBLIC (Signature)

Jill J. Boganwright
(Printed or typed)

Jill J Boganwright
Notary Public Seal State of Indiana
Lake County
My Commission Expires: 10/14/2016



THE COMMISSION:

THE LITTLE CALUMET RIVER
BASIN DEVELOPMENT COMMISSION

[Signature]
(Signature of Officer)

Daniel E. Dernule
(Officer's Name Printed or Typed)

Chairman
(Officer's Position)

ATTEST:

[Signature]
(Signature)

Mark Gordish
(Name Printed)

Secretary
(Position)

ACKNOWLEDGMENT

State of IN, County of LAKE, SS:

Before me, the undersigned Notary Public in and for said County, personally appeared
Daniel E. Dernule and Mark Gordish
(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

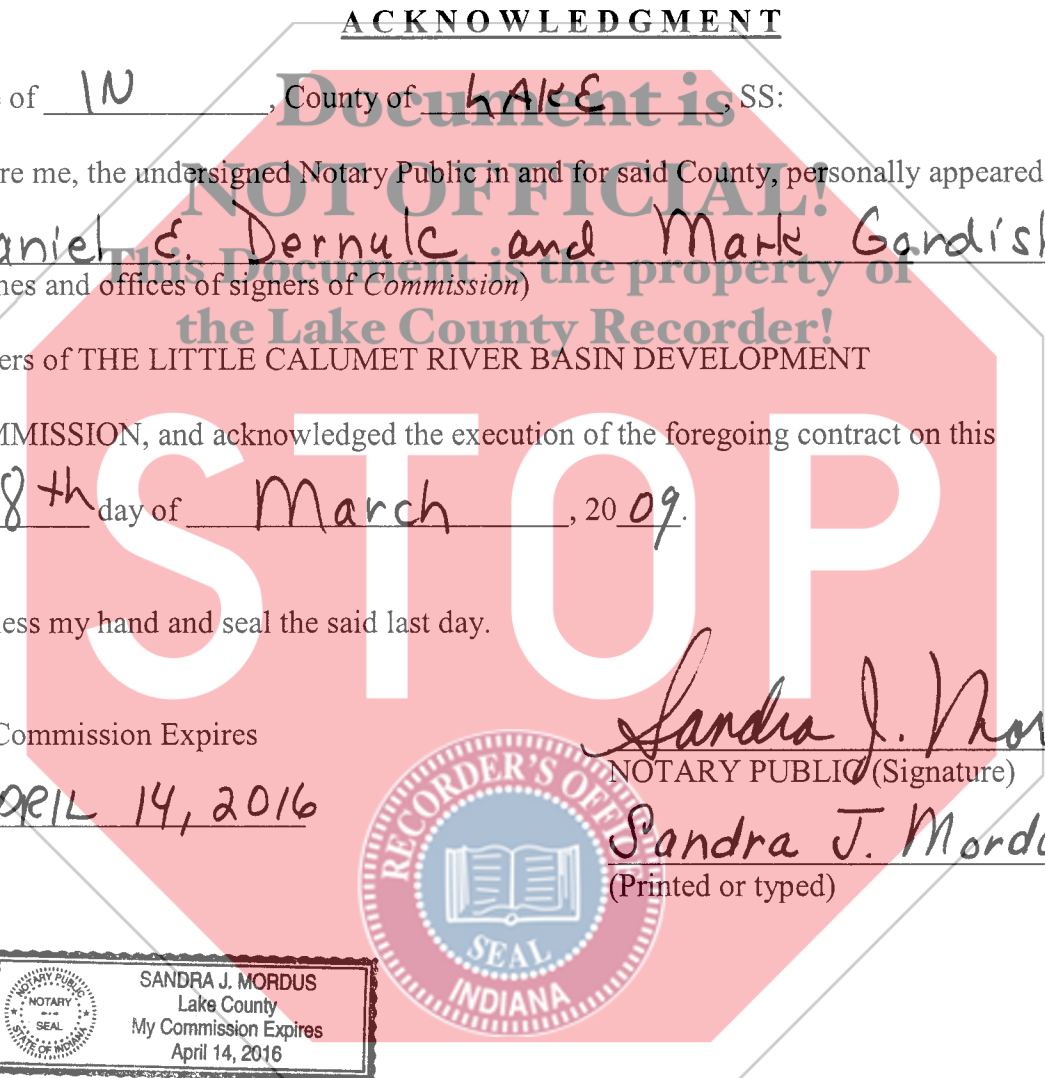
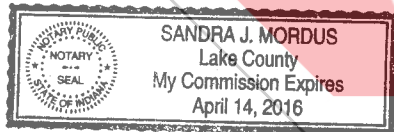
18th day of March, 2009.

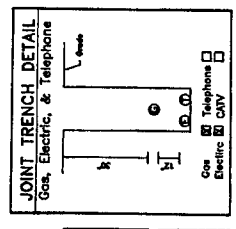
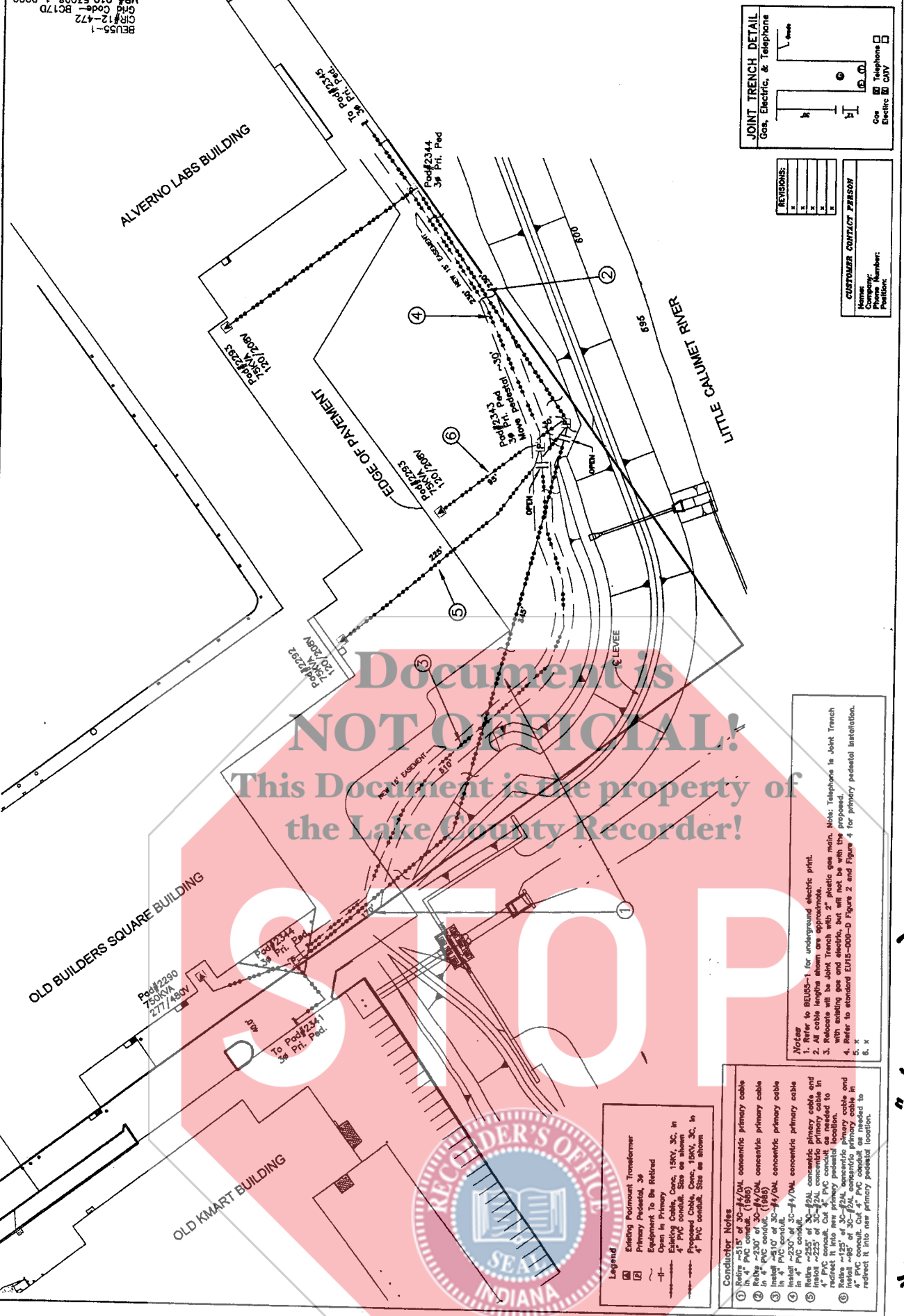
Witness my hand and seal the said last day.

My Commission Expires
April 14, 2016

[Signature]
NOTARY PUBLIC (Signature)

Sandra J. Mordus
(Printed or typed)





REVISIONS:

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

CUSTOMER CONTACT PRESENT

Name: _____
 Phone Number: _____
 Address: _____

STOP

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Legend

- Existing Pediment Transformer
- Primary Pediment, 3φ
- Equipment To Be Relocated
- Open in Primary
- Open in Secondary
- Proposed Cable, Conc. 10KV, 3C, in 4" PVC conduit. Size as shown
- Proposed Cable, Conc. 10KV, 3C, in 4" PVC conduit. Size as shown

Conductor Notes

1. Reloc. #515' of 30-#4/0AL concentric primary cable in 4" PVC conduit. (1986)
2. Reloc. #207' of 30-#4/0AL concentric primary cable in 4" PVC conduit. (1986)
3. Install #510' of 30-#4/0AL concentric primary cable in 4" PVC conduit.
4. Reloc. #255' of 30-#4/0AL concentric primary cable in 4" PVC conduit. (1986)
5. Reloc. #225' of 30-#4/0AL concentric primary cable in 4" PVC conduit. (1986)
6. Reloc. #125' of 30-#4/0AL concentric primary cable in 4" PVC conduit. (1986)

Notes

1. Refer to BEU05-1 for underground electric print.
2. All cable lengths shown are approximate.
3. Relocate will be Joint Trench with 2" Plastic gas main. Note: Telephone is Joint Trench with existing gas and electric, but will not be with the proposed.
4. Refer to standard LUTS-000-D Figure 2 and Figure 4 for primary pedestal installation.
5. X
6. X

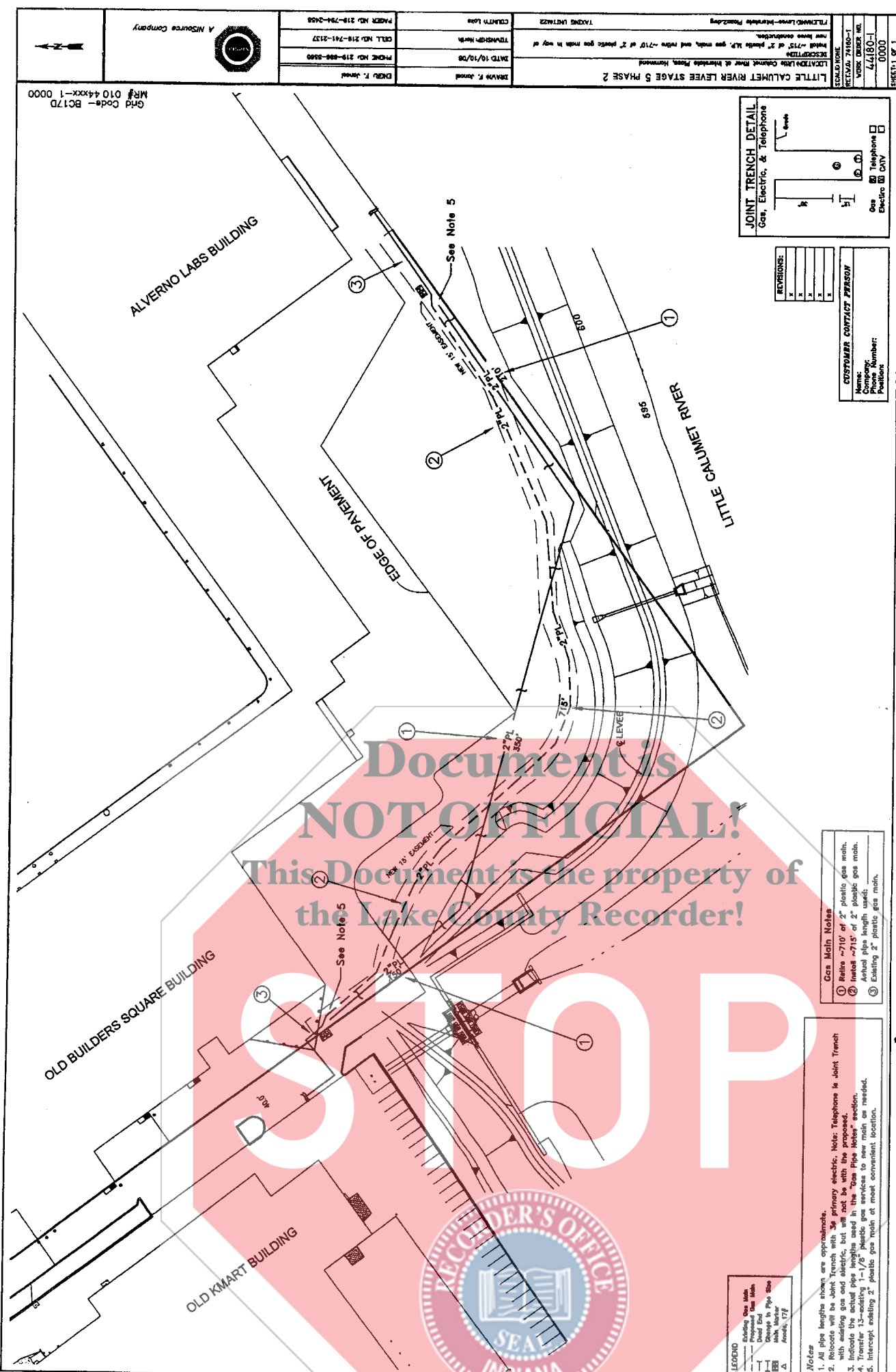
"EXHIBIT A" (ELECTRIC)

W.O. 53008-1

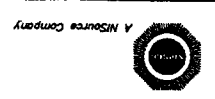
Sheet 1 of 1



BEU55-1
 CIR# 12-472
 GND Code- BC17D
 MR# 010 53008-1 0000

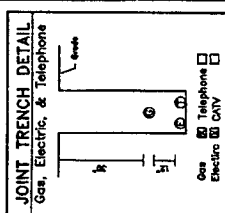


Grid Code - BC17D
 MR# 010 44XX-1 0000



DATE: 10/10/08
 DRAWN BY: J. J. J. J.
 CHECKED BY: J. J. J. J.
 PROJECT NO: 218-000-000
 CELL NO: 218-741-2127
 PAPER NO: 218-784-0458

LITTLE CALUMET RIVER LEVEE STAGE 5 PHASE 2
 LOCATION: Little Calumet River at Riverside Plaza, Hammond
 SCALE: 1" = 40' (AS SHOWN)
 SHEET: 1 OF 1



REVISIONS:
 1. 10/10/08
 2. 10/10/08
 3. 10/10/08

CUSTOMER CONTACT: P28208
 Name: _____
 Company: _____
 Phone Number: _____
 Project: _____

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Car Main Notes
 1. Retire -710' of 2" plastic gas main.
 2. Install -715' of 2" plastic gas main.
 3. Existing 2" plastic gas main.

Notes
 1. All pipe lengths shown are approximate.
 2. Revisions will be Joint Trench with 36" primary electric. Note: Telephone is Joint Trench with existing gas and electric, but will not be with the proposed.
 3. Indicate the actual pipe lengths used in the "One Pipe Notes" section.
 4. Transfer 13'-existing 1-1/8" plastic gas services to new main as needed.
 5. Intercept existing 2" plastic gas main at most convenient location.

LEGEND
 --- Existing Gas Main
 --- Proposed Gas Main
 --- Existing Electric
 --- Proposed Electric
 --- Existing Telephone
 --- Proposed Telephone
 --- 1-1/8" Plastic Gas Main
 --- 2" Plastic Gas Main
 --- 36" Primary Electric
 --- 36" Secondary Electric
 --- 36" Telephone
 --- 36" Water
 --- 36" Sewer
 --- 36" Storm

"EXHIBIT A" (GAS)
IN. 0. 44180 - 1
SHEET 1 of 1

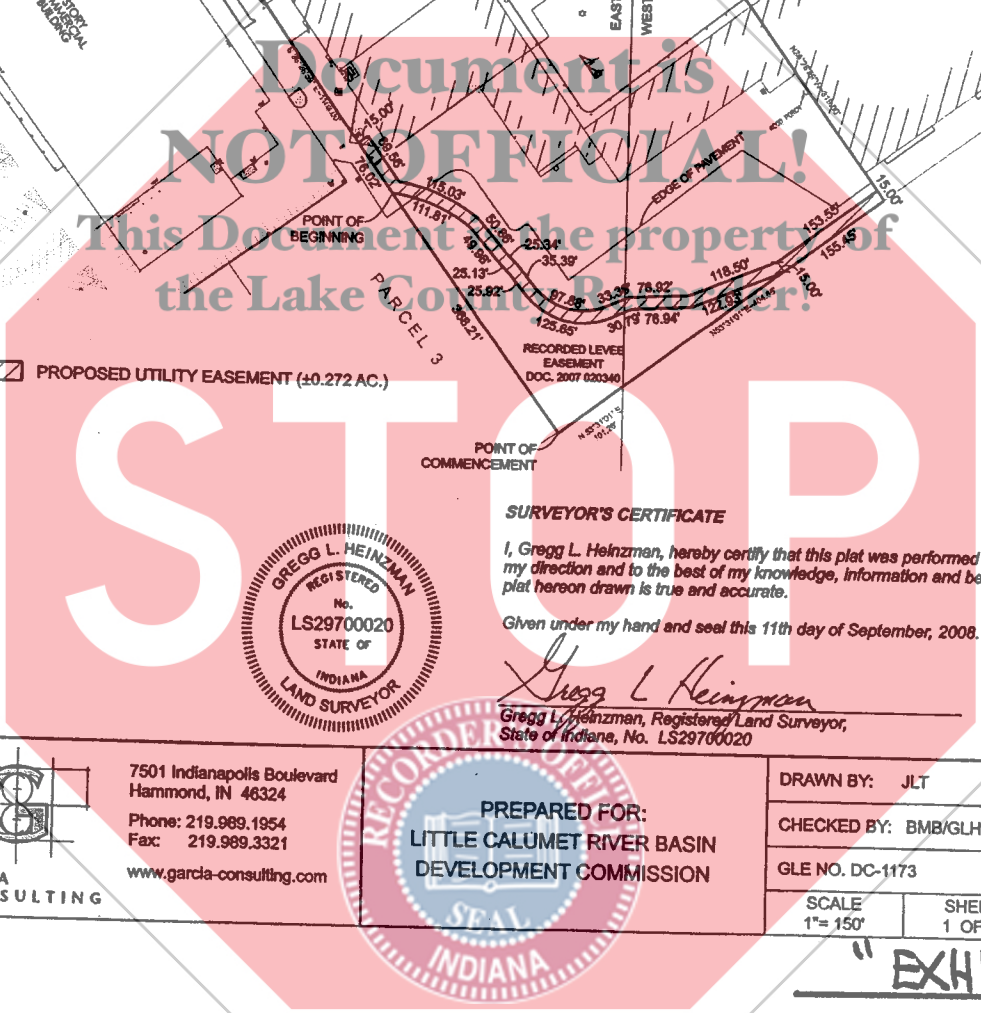
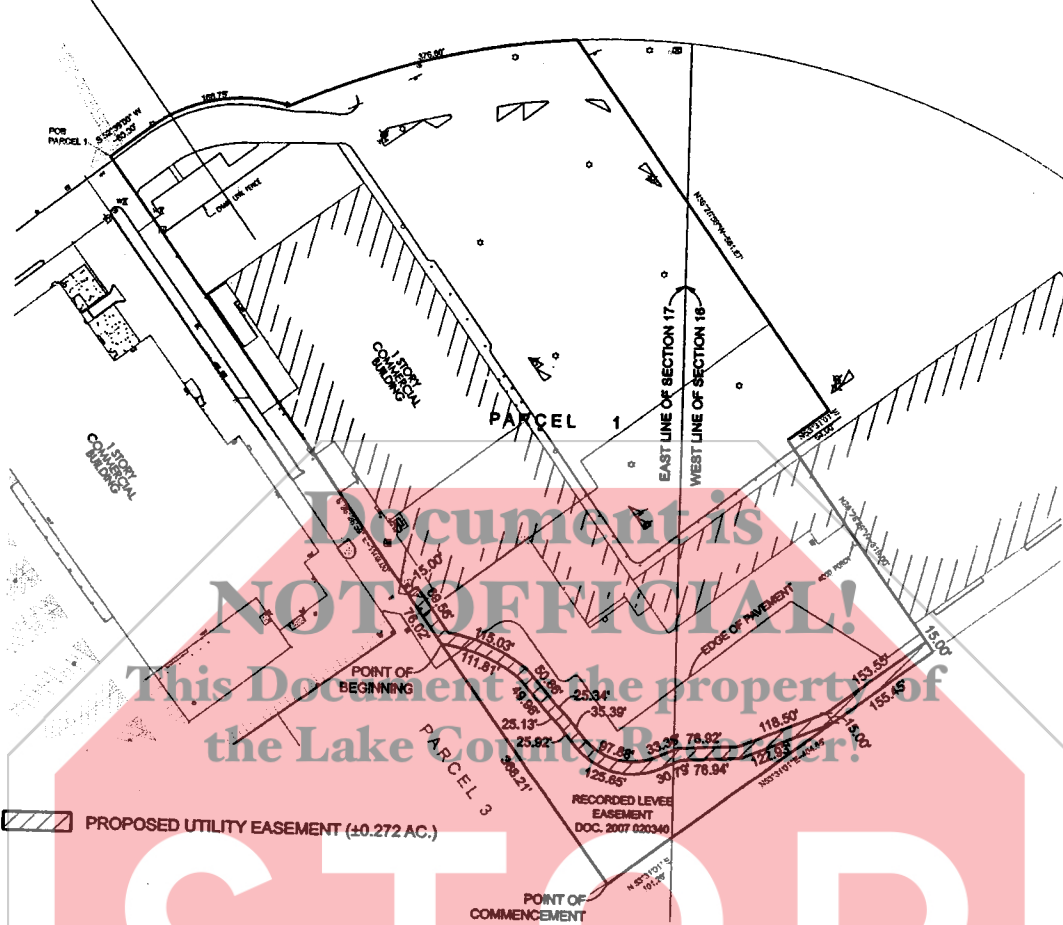
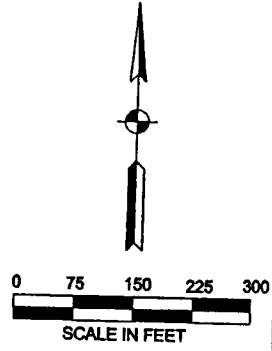


COUNTY: LAKE
SECTION: 16 & 17
TOWNSHIP: 36 NORTH
RANGE: 9 WEST

PLAT OF LEGAL DESCRIPTION

LEGAL DESCRIPTION

A parcel of land located in the West Half of Section 16 and the East Half of Section 17, Township 36 North, Range 9 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, said parcel being a part of that land described as Parcel 1 in Lake County Document 2007 094481, and said parcel being more particularly described as follows: Commencing at the Southerly corner of said Parcel 1; thence North 36°28'59" West along the southwesterly line of said parcel, 368.21 feet to the Point of Beginning; thence North 36°28'59" West along said line, 76.02 feet; thence North 53°31'01" East, 15.00 feet; thence South 36°28'59" East, 68.58 feet; thence 115.03 feet along a non-tangent curve to the right, said curve having a radius of 212.18 feet and a chord bearing of South 66°40'25" East, 113.63 feet; thence South 40°57'09" East, 50.86 feet; thence South 44°36'02" East, 25.34 feet; thence South 39°20'12" East, 35.39 feet; thence 97.88 feet along a non-tangent curve to the left, said curve having a radius of 80.82 feet and a chord bearing of South 77°06'14" East, 91.98 feet; thence North 68°06'56" East, 33.30 feet; thence North 87°04'31" East, 76.92 feet; thence North 67°58'36" East, 116.50 feet; thence North 53°31'01" East, 153.55 feet to the northeasterly line of said Parcel 1; thence South 36°28'59" East along said line, 15.00 feet to the southeasterly line of said Parcel 1; thence South 53°31'01" West along said line, 155.45 feet; thence South 67°58'36" West, 122.93 feet; thence South 87°04'31" West, 76.94 feet; thence South 68°06'56" West, 30.79 feet; thence 125.65 feet along a curve to the right, said curve having a radius of 95.62 feet and a chord bearing of North 74°14'22" West, 116.81 feet; thence North 39°20'12" West, 25.92 feet; thence North 44°36'02" West, 25.13 feet; thence North 40°57'09" West, 49.98 feet; thence 111.81 feet along a non-tangent curve to the left, said curve having a radius of 197.16 feet and a chord bearing North 67°46'10" West, 110.32 feet to the Point of Beginning, said parcel containing 0.272 acres, more or less.



SURVEYOR'S CERTIFICATE

I, Gregg L. Heinzman, hereby certify that this plat was performed under my direction and to the best of my knowledge, information and belief, the plat hereon drawn is true and accurate.

Given under my hand and seal this 11th day of September, 2008.

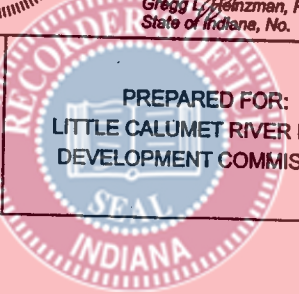


Gregg L. Heinzman
Gregg L. Heinzman, Registered Land Surveyor,
State of Indiana, No. LS29700020

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



PREPARED FOR:
LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

DRAWN BY: JLT	
CHECKED BY: BMB/GLH	
GLE NO. DC-1173	
SCALE 1" = 150'	SHEET 1 OF 1

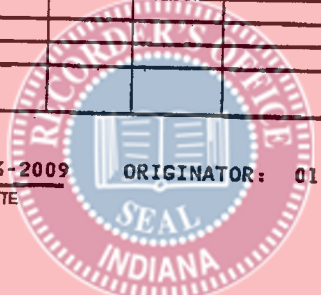
"EXHIBIT B"

MATERIAL AND LABOR ESTIMATE
NORTHERN INDIANA PUBLIC SERVICE COMPANY

DATE PREPARED MONDAY MAR 16, 2009 TYPE CONSTRUCTION W.O. NO. 53008-1
 DISTRICT HAMMOND LOCATION LITTLE CALUMET RIVER @ INTERSTATE PLAZA W.O. NO. 53008-1
 BRIEF TITLE LITTLE CALUMET RIVER LEVEE STAGE 5 PHASE 2- RELOCATE ELECTRIC (0000)
AT INTERSTATE PLAZA
 PROJECT IS REIMBURSABLE
 BRIEF DESCRIPTION INSTALL 740' OF 3C-#4/0AL CONCENTRIC AND 320' OF 3C-#2AL CONCENTRIC PRIMARY
CABLE IN 4" PVC CONDUIT, AND 1-3PH PRIMARY PEDESTAL.

PAGE 1	ITEM	SIZE	ESTIMATED QUANTITY	UNIT COST		ESTIMATED COST (IN DOLLARS)			TOTAL
				MATERIAL	LABOR	MATERIAL	LABOR	OTHERS	
ELECTRIC DISTRIBUTION SYSTEM									
TAX UNIT M22									
HAMMOND-NORTH TWP									
ACCOUNT E 366									
MISC LABOR									
	ADAPTER, FEMALE-PVC(TYP 40) TO STEEL	4"	1		2059			2059	2059
	CONDUIT, PVC (TYPE 40) - IN TRENCH	4"	4	2	.75	8	3		11
	CEMENT, SOLVENT, PVC CONDUIT	QUART	800	1.71	3550	1368	284		1652
	ELBOW(90), CONDUIT, STEEL, R=36"	4"	2	9		18			18
	COUPLING, CONDUIT PVC	4"	4	136.50		546			546
	HAND EXCAVATION & BACK FILL PER	CU YD	10	2.10	14.20	21	142		163
	BACK HOE & BACK - FILL 2 FT X 4 FT		8		32.25		258		258
			800		1.61		1291		1291
ACCOUNT E 367									
	COMPOUND, PULLING	5 GAL	1	47		47			47
	CABLE, JACK, 3C, AL, 15KV, IN CONDUIT	#2	450	3.72	1.37	1674	616		2290
	CABLE, JACK, 3C, AL, 15KV, IN CONDUIT	#4/0	900	7.75	1.64	6975	1478		8453
	TERMINATOR, ELBOW, 8.3KV, JACKET & CONC	#2	12	39	67.08	468	805		1273
	TERMINATOR, ELBOW, 8.3KV, JACKET & CONC	#4/0	12	47	72.25	564	867		1431
	CAP, PROTECTIVE	8 KV	3	19.66	1.33	59	4		63
	BUSHING, PARKING, INSULATED	8.3KV	3	27.66	2.33	83	7		90
	LOCK, MASTER MFG. KEY # A 723		1	10		10			10
	GROUND W ROD FOR PEDESTAL	3 PHASE	2-6'	1	52	26	52	26	78
	PEDESTAL, CABLE JUNCTION, PRIMARY		1	1149	94	1149	94		1243
	3 PHASE								
TAX UNIT M22 TOTAL DISTRIBUTION						13042	7934		20976
ADDITIONAL ITEMS							955		955
TAX UNIT ** M22 ** TOTAL						13042	8889		21931
LABOR INDEX 32.27									
TOTAL DIRECT MATERIAL AND LABOR COSTS (*)						13042	8889		21931
CONTRACT LABOR									
	CONGESTED AREA - 20.00%						2000		2000
	MATERIAL HANDLING 6.50%						1778		1778
	TRANSPORTATION LABOR 10.00%						693		693
	PAYROLL LOADER 18.00%						1136		1136
	CONSTRUCTION SUPERVISORY COST 17.00%						2249		2249
	EMPLOYEE EXPENSE REIMBURSEMENT 12.00%						2124		2124
	VEHICLE/EQUIPMENT CHARGE 42.00%						1500		1500
	STORES, FRIEGHT AND HANDLING EXPENSE						5248		5248
	ENGINEERING LABOR AND EXPENSES					1957			1957
	PAYROLL TAX 8.55%						3500	150	3650
							1549		1549

ESTIMATED F. JANOSI DATE 03-16-2009 ORIGINATOR: 010 - HAMMOND



"EXHIBIT C" (ELECTRIC)
SHEET 1 of 3

MATERIAL AND LABOR ESTIMATE

NORTHERN INDIANA PUBLIC SERVICE COMPANY

DATE PREPARED MONDAY MAR 16, 2009 TYPE CONSTRUCTION W.O. NO. 53008-1

DISTRICT HAMMOND LOCATION LITTLE CALUMET RIVER @ INTERSTATE PLAZA MBR NO. 53008-1

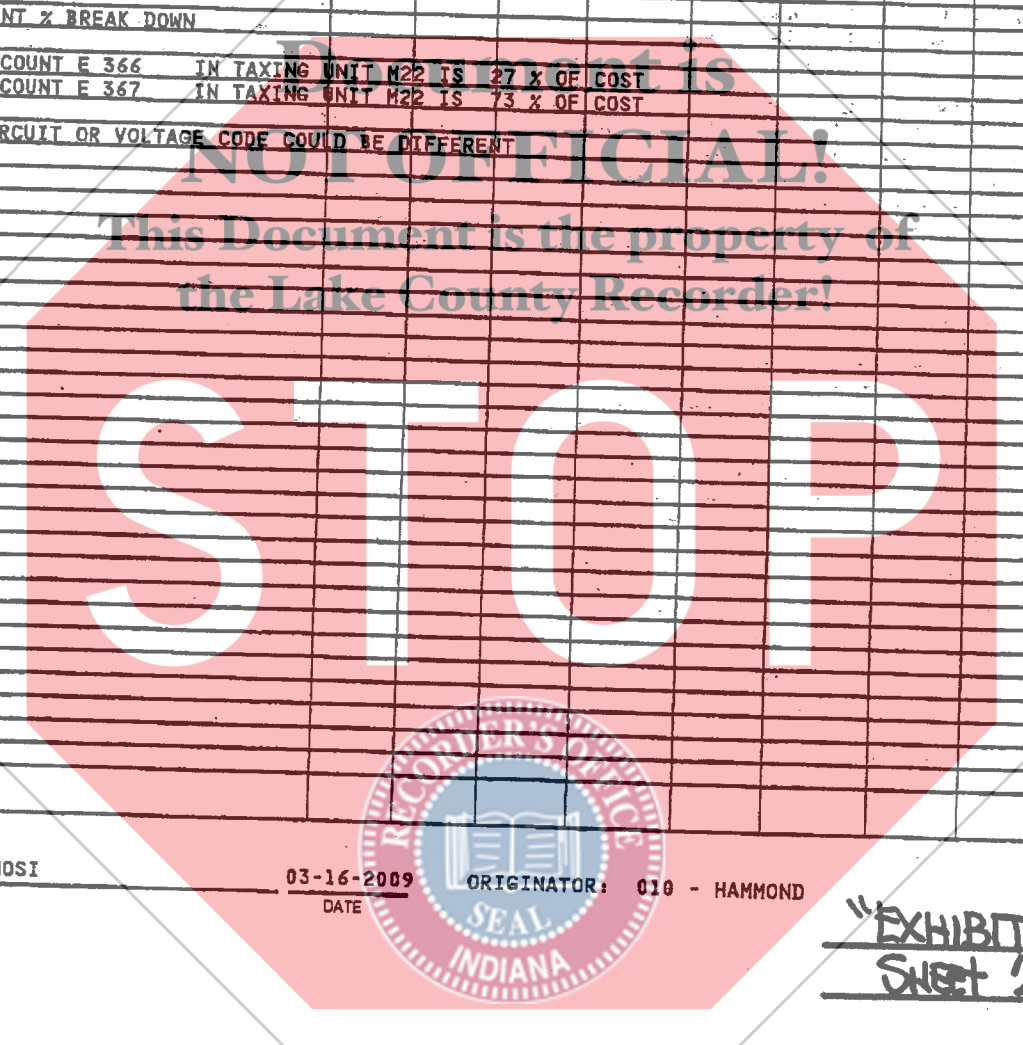
BRIEF TITLE LITTLE CALUMET RIVER LEVEE STAGE 5 PHASE 2- RELOCATE ELECTRIC AT INTERSTATE PLAZA (0000)

****PROJECT IS REIMBURSABLE****

BRIEF DESCRIPTION INSTALL 740' OF 3C-#4/0AL CONCENTRIC AND 320' OF 3C-#2AL CONCENTRIC PRIMARY CABLE IN 4" PVC CONDUIT, AND 1-3PH PRIMARY PEDESTAL.

PAGE 2

ITEM	SIZE	ESTIMATED QUANTITY	UNIT COST		ESTIMATED COST (IN DOLLARS)			TOTAL
			MATERIAL	LABOR	MATERIAL	LABOR	OTHERS	
OTHER COST SUB-TOTAL					1957	13029	8898	23884
SUB-TOTAL					14999	21918	8898	45815
OVERHEAD 42.00%							19242	19242
AFUDC (INTEREST) 0.72%							468	468
GRAND TOTAL					14999	21918	28608	65525
(*) 7.00 % SALES TAX IS INCLUDED IN THE INDIVIDUAL MATERIAL PRICES								
ESTIMATED CONSTRUCTION MAN HRS		387.26						
CONST. TRANSPORTATION MAN HRS		35.21						
FERC ACCOUNT % BREAK DOWN								
** FERC ACCOUNT E 366								5998
** FERC ACCOUNT E 367								14978
** THE CIRCUIT OR VOLTAGE CODE COULD BE DIFFERENT								



ESTIMATED F. JANOSI

03-16-2009
DATE

ORIGINATOR: 010 - HAMMOND

"EXHIBIT C" (ELECTRIC)
SHEET 2 of 3

**Little Calumet River Levee Stage 5 Phase 2 @ Interstate Plaza-
Relocate Electric Retirement Estimate**

Labor Cost	
4 Men X 8Hrs/Day X 1.5 Days X \$32.27/Hr =	\$1548.96
Truck Charge	
Labor Cost X 42% = \$1548.96 X .42 =	\$650.56
Subtotal	\$2199.52
Overhead @ 42%	\$923.80
Grand Total	\$3123.32

Estimated By: F. Janosi 3/16/2009



"EXHIBIT C" (ELECTRIC)
SHEET 3 of 3
(RETIREMENT)

MATERIAL AND LABOR ESTIMATE

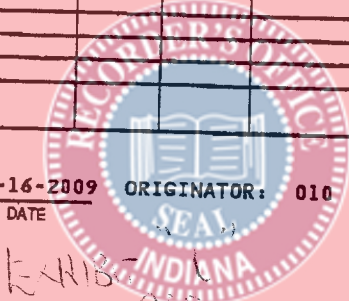
NORTHERN INDIANA PUBLIC SERVICE COMPANY

DATE PREPARED MONDAY MAR 16, 2009 TYPE CONSTRUCTION W.O. NO. 44180-1
 DISTRICT HAMMOND LOCATION LITTLE CALUMET RIVER @ INTERSTATE PLAZA PROJECT NO. 44180-1
 BRIEF TITLE LITTLE CALUMET RIVER LEVEE STAGE 5 PHASE 2- RELOCATE 2" PLASTIC GAS MAIN (0000)

BRIEF DESCRIPTION INSTALL 715' OF 2" PLASTIC GAS MAIN, AND RETIRE 710' OF 2" PLASTIC GAS MAIN IN WAY OF NEW LEVEE CONSTRUCTION.

PAGE	ITEM	SIZE	ESTIMATED QUANTITY	UNIT COST		ESTIMATED COST (IN DOLLARS)			TOTAL
				MATERIAL	LABOR	MATERIAL	LABOR	OTHERS	
1	GAS DISTRIBUTION SYSTEM								
	TAX UNIT M22								
	HAMMOND-NORTH TWP								
	ACCOUNT G 376.2 - 010								
	PLASTIC MAIN								
	TEST PROCEDURE -- PL OR ST UP TO 6" (ISSUE ONE FOR EACH TEST POINT)		1	79.00			79		79
	EXCAVATE FOR BURIED OBSTACLE UP TO 16" CULVERTS/OTHER UTILITIES ETC. SQUEEZE OFF 1-1/4" OR 2" PL MAIN		5	60.40			302		302
	BELL HOLE 4'X 5'X 42" -- SOIL COVER (CLAY SOIL)		2	29.50			59		59
	PURGE PROCEDURE -- STL PIPE OVER 6" (ISSUE ONE FOR EACH PURGE POINT)		5	51.60			258		258
	PIGGING -- PL OR STL (ISSUE 1 PER 100FEET TO BE PIGGED)		1	82.00			82		82
	HAND DIGGING -- CLAY SOIL PER CUBIC YARD		1	41.00			41		41
	TRENCH/PAVEMENT REPAIR - COMBINATION ASPHALT AND CEMENT PER 10 FT		8	40.75			326		326
	BELL HOLE 4'X5'X42" - ASPHALT COVER (JACKHAMMER)		4	54.50			218		218
	SAW, BREAK AND REMOVE ASPHALT AND SPOIL PER 10 FOOT OF TRENCH		1	70.00			70		70
	PIPE, PLASTIC, COILS, 2" (60 PSIG) BACKHOED METHOD FOR MAIN USE		4	37.50			150		150
	CAP, PURGE KIT, 2", BUTT FUSION, YELLOW, INCLUDES PURGING		850	.66	1.42	561	1203		1764
	CAP, 1/2" CTS, PLASTIC, BUTT, YELLOW		2	16.50	32.50	33	65		98
	COUPLING, 1/2" CTS, ELECTROFUSION		2	1		2			2
	CENTRAL PLASTICS, 100 PSIG		4	3.75	14.50	15	58		73
	COUPLING, 2", ELECTROFUSION, CENTRAL PLASTICS, 100 PSIG		9	4.55	46.89	41	422		463
	ELL, 2" IPS, PLASTIC, 90 DEG BUTT FUSION, YELLOW		1	3	40.00	3	40		43
	PIG, 2 IN, RED BARE SQUEEGEE FOR DRYING PLASTIC PIPE		1	18		18			18
	WIRE, #12, SOLID, YELLOW, 500' SPOOL HMWPE, ENTER FEET REQUIRED		850	.16		136			136
	MARKER, PIPELINE, DIST. W O ANCHOR TRI VIEW STYLE		2	8	3.00	16	6		22
	TEE, SERVICE, E.F. H.V., 2" X 2", WIDE & E.F. COUPLING, CEN PLS, 60 PSIG		2	48.50	31.00	97	62		159

ESTIMATED F. JANOSI DATE 03-16-2009 ORIGINATOR: 010 - HAMMOND



"EXHIBIT C" (GAS)
SHEET 1 of 4

MATERIAL AND LABOR ESTIMATE
NORTHERN INDIANA PUBLIC SERVICE COMPANY

DATE PREPARED MONDAY MAR 16, 2009 TYPE CONSTRUCTION W.O. NO. 44180-1
 DISTRICT HAMMOND LOCATION LITTLE CALUMET RIVER @ INTERSTATE PLAZA MBR NO. 44180-1
 BRIEF TITLE LITTLE CALUMET RIVER LEVEE STAGE 5 PHASE 2- RELOCATE 2" PLASTIC GAS MAIN (0000)

BRIEF DESCRIPTION INSTALL 715' OF 2" PLASTIC GAS MAIN AND RETIRE 710' OF 2" PLASTIC GAS MAIN IN WAY OF NEW LEVEE CONSTRUCTION.

PAGE 2

ITEM	SIZE	ESTIMATED QUANTITY	UNIT COST		ESTIMATED COST (IN DOLLARS)			TOTAL
			MATERIAL	LABOR	MATERIAL	LABOR	OTHERS	
ACCOUNT G 380.2 - 010								
PLASTIC SERVICE								
SQUEEZE OFF 1-1/4" OR 2" PL. MAIN		13		29.38		382		382
AIR TEST PROCEDURE - PL. SERVICES		13		24.46		318		318
COUPLING, 1" CTS. ELECTROFUSION		13	3.38	14.38	44	187		231
CENTRAL PLASTICS, 100 PSIG								
TEE, SERVICE, E.F., 2" X 1" CTS. WITH E.F. COUPLING, CENTRAL PLASTICS		13	14.61	36.46	190	474		664
TAX UNIT M22 T O T A L DISTRIBUTION								
					1156	4802		5958
TAX UNIT ** M22 ** T O T A L								
					1156	4802		5958
LABOR INDEX 27.19								
TOTAL DIRECT MATERIAL AND LABOR COSTS (*)								
					1156	4802		5958
CONTRACT LABOR								
CLEARING RIGHT OF WAY						2000		2000
CONGESTED AREA 20.00%						2000		2000
TRANSPORTATION LABOR						960		960
STEEL PIPE LOADING \$81.57/HR. X .50 HR./TRIP X 2 TRIPS						576		576
HAULING LABOR \$81.57/HR. X 1.00 HR./TRIP X 2 TRIPS						245		245
PAYROLL LOADER						163		163
VEHICLE/EQUIPMENT CHARGE						1214		1214
CONSTRUCTION SUPERVISORY COST 7.50%						2024		2024
EMPLOYEE EXPENSE REIMBURSEMENT 9.40%						506		506
STORES, FRIEGHT AND HANDLING EXPENSE						607		607
ENGINEERING LABOR AND EXPENSES					173			173
PAYROLL TAX 8.55%						3500	150	3650
						919		919
OTHER COST SUB-TOTAL								
					173	8083	6781	5037
S U B - T O T A L								
					1329	12885	6781	20995
OVERHEAD 30.00%								
						6299		6299
AFUDC (INTEREST) 0.72%								
						197		197
TOTAL AUTHORIZATION REQUESTED								
					1329	12885	13277	27491

ESTIMATED F. JANOSI DATE 03-16-2009 ORIGINATOR: OIO - HAMMOND



"EXHIBIT C" (GAS)
SHEET 2 OF 4

MATERIAL AND LABOR ESTIMATE

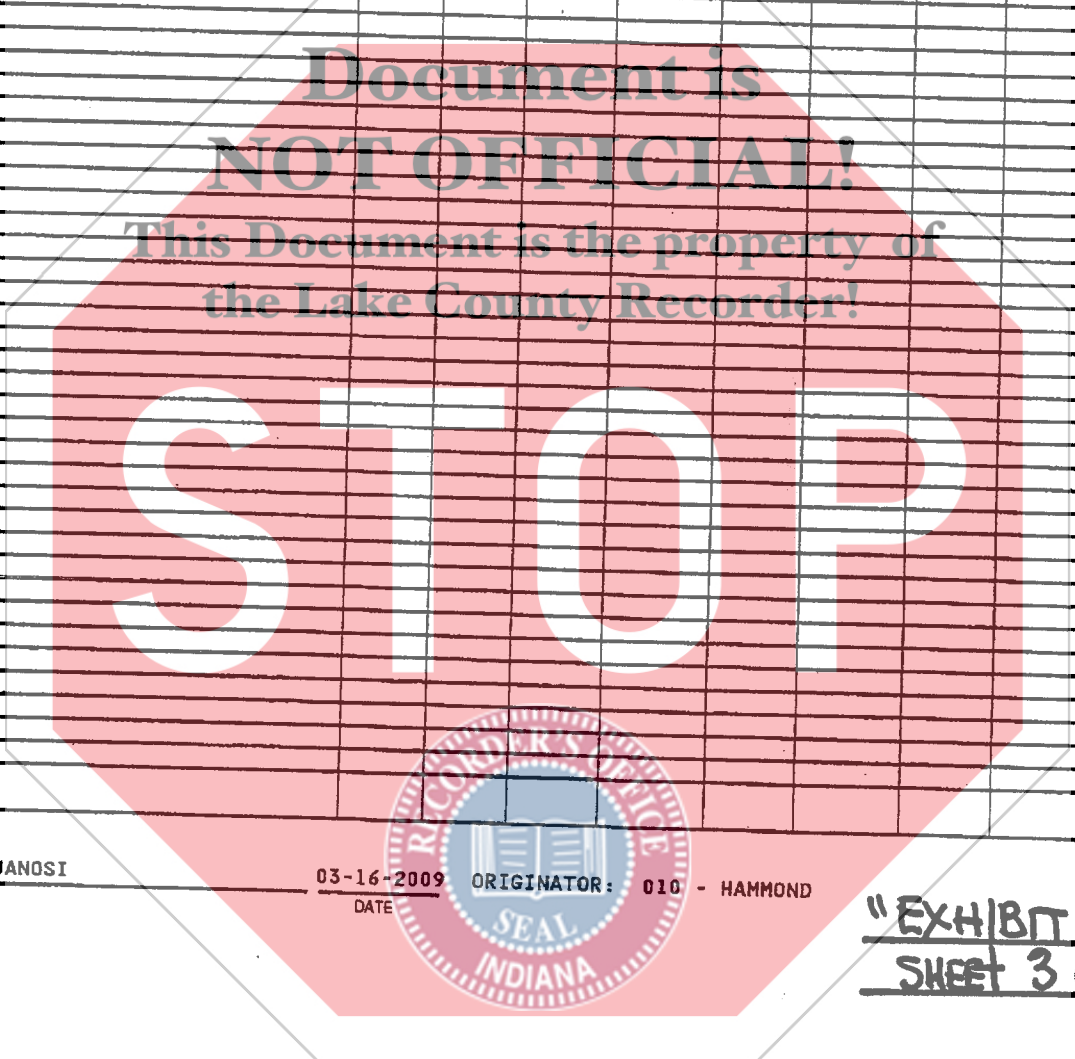
NORTHERN INDIANA PUBLIC SERVICE COMPANY

DATE PREPARED MONDAY MAR 16, 2009 TYPE CONSTRUCTION W.O. NO. 44180-1
 DISTRICT HAMMOND LOCATION LITTLE CALUMET RIVER @ INTERSTATE PLAZA MRC NO. 44180-1
 BRIEF TITLE LITTLE CALUMET RIVER LEVEE STAGE 5 PHASE 2- RELOCATE 2" PLASTIC GAS MAIN (0000)

BRIEF DESCRIPTION INSTALL 715' OF 2" PLASTIC GAS MAIN, AND RETIRE 710' OF 2" PLASTIC GAS MAIN
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PAGE 3

ITEM	SIZE	ESTIMATED QUANTITY	UNIT COST		ESTIMATED COST (IN DOLLARS)			TOTAL
			MATERIAL	LABOR	MATERIAL	LABOR	OTHERS	
TOTAL ESTIMATED COST TO SERVE								27491
ESTIMATED CONSTRUCTION MAN HRS	250							
CONST. TRANSPORTATION MAN HRS	23							
FERC ACCOUNT % BREAK DOWN OF DIRECT CHARGES.								
** FERC ACCOUNT G 376.2 IN TAXING UNIT M22 IS 73.23 % OF COST								
** FERC ACCOUNT G 380.2 IN TAXING UNIT M22 IS 26.77 % OF COST								
** THE STATION OR LINE NO. COULD BE DIFFERENT								



ESTIMATED F. JANOSI

03-16-2009
DATE

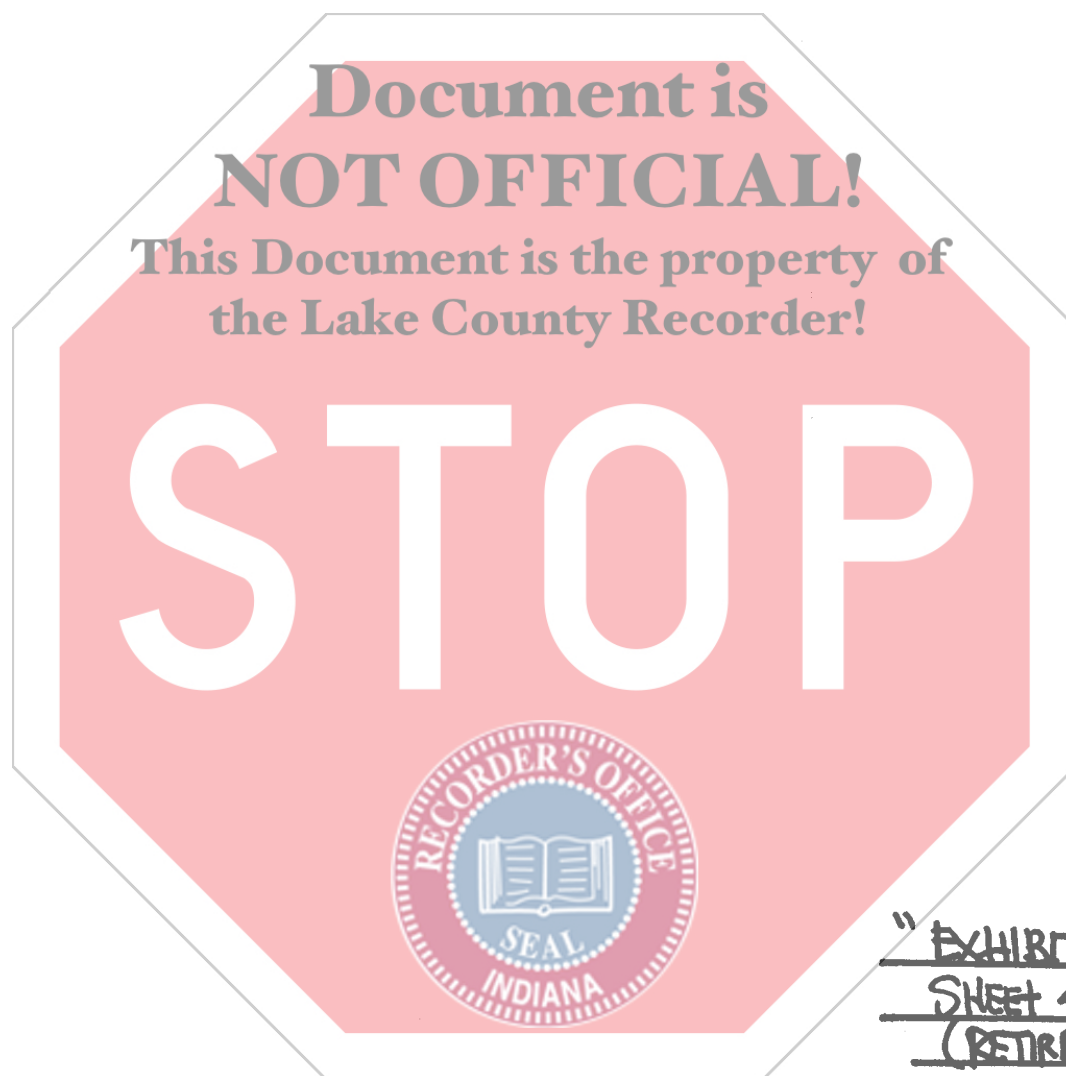
ORIGINATOR: 010 - HAMMOND

"EXHIBIT C" (GAS)
SHEET 3 of 4.

**Little Calumet River Levee Stage 5 Phase 2 @ Interstate Plaza-
Relocate Gas Retirement Estimate**

Labor Cost	
3 Men X 8Hrs/Day X 1 Days X \$27.19/Hr =	\$652.56
Truck Charge	
Labor Cost X 30% = \$652.56 X .30 =	\$195.77
Subtotal	\$848.33
Overhead @ 42%	\$356.30
Grand Total	\$1204.63

Estimated By: F. Janosi 3/16/2009



"EXHIBIT C" (GAS)
SHEET 4 of 4
(RETIREMENT)