

UTILITY REIMBURSEMENT AGREEMENT

AGREEMENT Amount: \$7,714.00

Project No: 49RE01975

Work Description: Adjust sanitary sewer facilities for proposed Ditch Road extension

County: Hamilton County

THIS AGREEMENT, made and entered into this 21st day of September, 2016, by

Citizens Wastewater of Westfield, LLC
2020 North Meridian Street
Indianapolis, IN 46202

(hereinafter referred to as the "UTILITY"), and the City of Westfield, (hereinafter referred to as the "CITY"), together referred to as the "PARTIES".

WITNESSETH:

WHEREAS, The CITY desires to extend Ditch Road as part of the Project Ditch Road Extension Plan, located in Hamilton County, Indiana.

WHEREAS, due to said improvement, certain adjustments, removals, alterations, and relocation of the existing facilities of the UTILITY will have to be made as shown on Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT;

WHEREAS, it is in the best interests of the UTILITY and The CITY for the UTILITY to make the necessary adjustments, removals, alterations, and/or relocation of its existing facilities as shown on Exhibit "A" with the UTILITY's regular construction and maintenance forces, or by a contractor paid under contract let by the UTILITY.

NOW, THEREFORE, in consideration of the mutual covenants herein recited, the UTILITY and The CITY do herein agree as follows:

SECTION I.

The UTILITY, with its regular construction or maintenance crew and personnel, at its standard schedule or wages and working hours, or by an approved contractor, will make the necessary adjustments, removals, alterations and/or relocation in its existing facilities as shown on Exhibit "A", attached hereto and incorporated herein by reference.

The preliminary estimated cost thereof is \$7,714.00, as shown on Exhibit "B", attached hereto and incorporated herein by reference.

SECTION II.

The UTILITY will be reimbursed for its actual costs of the work in such Exhibit "B" upon presentation of itemized bills to The CITY from the UTILITY. The UTILITY accounts and the accounts and records of any contractor or subcontractor involved in carrying out the purpose of work shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available, within a reasonable amount of time of receipt of written notice to the owner of such accounts, for the audits by auditors of the CITY for a period of not less than three (3) years from the date final payment has been received by the UTILITY. The CITY agrees that information provided to it pursuant to such an audit shall be used solely for the purpose of this AGREEMENT and shall not, to the extent allowed by law, be disclosed to third parties for any other purpose.

Should the accumulated costs of the work materially exceed such Exhibit "B" preliminary estimated costs, due to conditions not known or anticipated at the time of estimate preparation, and no substantial change in the scope of the work, method of installation, change in location, or other changes of similar nature has taken place, the UTILITY shall notify the CITY in writing of such fact and the reasons therefore as promptly as possible. The Utility shall receive written approval of such charges prior to commencing additional work.

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

Progress or Final Billing. The UTILITY may submit progress billings reflecting the actual costs incurred or it may submit a final billing upon completion of the Project. Invoices shall be payable within thirty (30) days from the date The CITY receives such bill.

All relevant books, records and account of the UTILITY and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work to which payment for a relocation has been made by the CITY, may be audited by the CITY. The UTILITY following such audit shall delete those items from the final bill, if any, or refund that portion of the payment for which it is not entitled to reimbursement, if any, only to the extent those items or payments were not incurred either as a part of the Project or otherwise in accordance with the Agreement.

SECTION III.

The UTILITY shall not start construction on the work contemplated by this AGREEMENT until written notice has been given to the UTILITY by the CITY that the work has been authorized and that funds are available to reimburse the UTILITY.

SECTION IV.

PARTIES to this AGREEMENT, and their consultants and/or contractors, shall not discriminate against any employee or applicant for employment in the performance of the contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, and United States military service veteran status. Breach of this provision may be regarded as a material breach of this AGREEMENT.

SECTION V.

In the event of any inconsistency between this AGREEMENT and the exhibits attached hereto, the terms and conditions of this AGREEMENT will control

SECTION VI.

(INTENTIONALLY OMITTED)

SECTION VII.

The PARTIES and their representatives agree that all appropriate corporate action has been taken relating to this AGREEMENT and that each representative executing this AGREEMENT has all requisite legal authority to sign on behalf of its respective entity.

SECTION VIII.

This AGREEMENT represents the entire understanding between the CITY and the UTILITY with respect to the subject matter herein.

SECTION IX.

This AGREEMENT may be amended only in writing, signed by each of the parties.

[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

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

THE UTILITY:

Citizens Wastewater of Westfield,
LLC
(UTILITY Name)

(Signature of Officer)

(Officer's Name, Printed or Typed)

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(Officer's Position)

ACKNOWLEDGEMENT

State of _____ County of _____

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

(Names of offices of signers of UTILITY)

(Name of UTILITY)

and acknowledged the execution of the foregoing AGREEMENT on this _____ day of

_____, 20 ____

Witness my hand and seal the said last day.

My Commission Expires: _____ day of, 20 ____

(Signature)

(SEAL)

(Notary Public, Printed or typed)

THE CITY OF WESTFIELD

_____ Office of the Mayor
By:

, Mayor