

AGENDA
HIGHLAND WATERWORKS
BOARD OF DIRECTORS
THURSDAY, JANUARY 28, 2021
6:30 P.M.
PLENARY MEETING

PLEDGE OF ALLEGIANCE

ROLL CALL:

President George A. Smith

Director Rick Volbrecht

Director Larry Kondrat

Director Curt Schroeder

Director Ed Dabrowski

Minutes of

Previous Session: *Minutes of the Plenary Meeting - December 30, 2020*

Communications:

Special Orders:

1. Election of Officers:
 - President
 - Vice President
 - Secretary

2. Appointments:
 - Water Works Recording Secretary
 - Water Works Attorney
 - Water Works Engineer

UNFINISHED BUSINESS AND GENERAL ORDERS:

1. Highland Waterworks
Board of Directors
Resolution No. 2021-01

A Resolution authorizing and approving an agreement between NIES Engineering, Inc. and the Water Works District of Highland to perform professional engineering services as District Water Works Engineer for the year 2021.

2. Highland Waterworks
Board of Directors
Resolution No. 2021-02

A Resolution authoring compensation for certain employees to be derived from the proper fund of the Water Works Utility of the Town of Highland Water Works Department, Lake County, Indiana.

New Business:

-
- Reports:**
1. Waterworks Superintendent
 2. Waterworks Attorney
 3. Waterworks Engineer
 4. Fire Department

Business from the Floor:

Claims:

Per the docket in the amount of:

061	Water Works District	\$0.00
062	Consumer Deposits	\$77.29
064	Waterworks Operating	\$130,854.73
066	Water Improvements	\$1,134.13
068	Water Capital	\$0.00
<hr/> Total		\$132,246.15

Next Meeting:

The next Plenary Meeting will be held on Thursday, February 25, 2021 at 6:30 p.m.

ADJOURMENT:

Meeting Adjourned at: _____

**ENROLLED MINUTES OF THE
HIGHLAND WATERWORKS BOARD OF DIRECTORS
WEDNESDAY, DECEMBER 30, 2020**

Study Session. The Highland Water Works Board of Directors convened in study session immediately before the Special Public Meeting at 6:30 p.m. on Wednesday, December 30, 2020 via an on-line Zoom Meeting due to the Covid-19 Pandemic, in order to discuss the final agenda of the regular meeting. The meeting was opened with the Pledge of Allegiance.

ROLL CALL: Present on roll call were Directors George A. Smith, Larry Kondrat, Rick Volbrecht, Curt Schroeder, and Ed Dabrowski. A quorum was attained. Also present were Mark Knesek, Public Works Director; Derek Snyder, NIES Engineering; Robert F. Tweedle, Board Attorney; Tim Gembala, Public Works Acting Operations Director; Mark Herak, Town Council; Tom Black, Town Council; Michael Griffin, Clerk Treasurer; and Kim Webb, Recording Secretary.

1. Robert Tweedle, Board Attorney, updated the Board on the ongoing matter of the proposed Hammond water rate litigation. Hearings have been set for future dates.
2. Derek Snyder, NIES Engineering, updated the Board on the water audit that has to be submitted every two years. Mark Knesek, Public Works Director, has submitted the audit and Mr. Snyder is currently validating the water audit.

Also, the Water Main Replacement Projects for 2020 are complete.

Regular Meeting: The Highland Water Works Board of Directors met in its Special Public Session on Wednesday, December 30, 2020 via an on-line Zoom Meeting due to the Covid-19 Pandemic directly following the study session. President Smith opened the meeting at 7:19 pm. The minutes were recorded by Ed Dabrowski, serving as Administrator of the Zoom Meeting.

ROLL CALL: Present on roll call were Directors George A. Smith, Larry Kondrat, Rick Volbrecht, Curt Schroeder, and Ed Dabrowski. A quorum was attained. Also present were Mark Knesek, Public Works Director; Derek Snyder, NIES Engineering; Robert F. Tweedle, Board Attorney; Tim Gembala, Public Works Acting Operations Director; Mark Herak, Town Council; Tom Black, Town Council; and Kim Webb, Recording Secretary.

MINUTES: President Smith asked if there were any corrections to the Minutes of the Special Plenary Meeting of November 18, 2020, as prepared and posted. Director Kondrat moved to approve the minutes of the Special Plenary Meeting of November 18, 2020. Director Volbrecht seconded. Upon a roll call vote there were (5) affirmations and no negatives. The motion passed.

Special Orders: None

Communications:

1. A proposal by NIES Engineering for General Engineering Services for 2021. The matter will be discussed at the January 2021 meeting.
2. A proposal by the Law Offices of Robert F. Tweedle for Legal Services for 2021. The matter will be discussed at the January 2021 meeting.

Comments from the Public or Visitors (limited to matters on the Agenda): None

Unfinished Business and General Orders: None

New Business: An Engagement letter from LWG to retain Ted Sommer for professional consulting services to the customer communities of Hammond in conjunction with the Hammond water rate litigation. Director Volbrecht moved to accept the Engagement letter from LWG to retain Ted Sommer for professional consulting services to the customer communities of Hammond in conjunction with the Hammond water rate litigation. Director Smith will sign the agreement on behalf of the Town of Highland, Water Works Board. Director Kondrat seconded. Upon a roll call vote there were (5) affirmations and no negatives. The motion passed.

Reports:

1. Waterworks Superintendent – No Report.
2. Waterworks Attorney – No Report.
3. Waterworks Engineer – No Report.
4. Fire Department – No Report.

Business from the Floor: None.

Claims:

Per the December 30, 2020 docket in the amount of:

061	Water Works District	\$00.00
062	Consumer Deposits	\$53.51
064	Water Works Operating	\$275,276.87
066	Water Improvements	\$4,206.03
068	Water Capital	\$0.00
<hr/>		
Total		\$279,536.41

Director Volbrecht moved to approve the claims per the December 30, 2020 docket in the amount of \$279,536.41. Director Dabrowski seconded. Upon a roll call vote, there were (5) affirmations and no negatives. The motion passed.

Next Meeting:

The next Plenary Meeting will be held on Thursday, January 28, 2021 at 6:30 p.m.

ADJOURNMENT: With no other business to come before the Board of Water Works Directors, Director Smith moved to adjourn the meeting. The meeting was adjourned.

Meeting Adjourned at 7:34 p.m.

Respectfully Submitted,

Kim Webb, Recording Secretary



engineering, inc.

Your Vision ♦ Our Focus

December 15, 2020

Mr. George A. Smith, President
Highland Water Works Board of Directors
3333 Ridge Road
Highland, IN 46322

RE: Water Works Board of Directors
District Water Works Engineer
Proposal for General Engineering Services

Dear Mr. Smith:

Thank you for the opportunity to present this proposal to provide engineering services to the Highland Water Works Board of Directors for the period of January 1, 2021 through December 31, 2021. The work will include attendance at up to two Water Works Board meetings per month, preparation of a monthly status report and execution of projects as assigned by the Board. It is anticipated that routine consulting and generally small scope projects will be accomplished under this agreement and that larger projects would be accomplished under separate agreements.

We propose to attend Water Works Board meetings as described above for the lump sum retainer of \$350.00 per month, billed quarterly. This represents a 2.9% increase over last year's monthly retainer. Routine consulting and project work assigned under this agreement will be billed at 2.9 times the actual salary of staff assigned. Current hourly billing ranges by staff category are presented in Table 1. Direct expenses such as mileage, reproduction and similar items will be billed at actual cost. The services of others, if required, will be billed at actual cost plus a 5 percent markup. The attached "Standard Conditions for Professional Engineering Services" is included by reference.

Again, thank you for the opportunity to present this proposal. Your signature below and return of one copy of this proposal to our office will constitute your acceptance and our notice to proceed.

Yours very truly,
NIES Engineering, Inc.

TOWN OF HIGHLAND WATER WORKS BOARD OF DIRECTORS

Accepted By: _____

Derek R. Snyder, P.E.
Principal

Date: _____

cc: Highland Water Works Board of Directors
Mr. Mark Schocke, Town Council President
Mr. Mark Knesek, Public Works Director
Mr. Michael Griffin, Clerk-Treasurer

www.niesengineering.com

Table 1

2021 NIES Engineering Personnel Hourly Rates

Classification	Hourly Rate	
	From	To
Intern	\$34.00	\$41.00
Clerical	\$29.00	\$44.00
Senior Clerical	\$41.00	\$49.00
Administrative Assistant	\$60.00	\$63.00
Senior Administrative Assistant	\$72.00	\$77.00
Technician Level 1	\$50.00	\$61.00
Technician Level 2	\$69.00	\$73.00
Technician Level 3	\$80.00	\$85.00
Technician Level 4	\$93.00	\$98.00
Technician Level 5	\$99.00	\$104.00
Technician Level 6	\$105.00	\$110.00
Engineer Level 1	\$74.00	\$83.00
Engineer Level 2	\$82.00	\$90.00
Engineer Level 3	\$93.00	\$109.00
Engineer Level 4	\$113.00	\$125.00
Engineer Level 5	\$124.00	\$135.00
Project Manager	\$120.00	\$129.00
Senior Project Manager	\$175.00	\$176.00
Principal Level 1	\$136.00	\$145.00
Principal Level 2	\$138.00	\$148.00
Senior Principal	\$186.00	\$192.00

STANDARD CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES

The term "NIES Engineering" used in these terms and conditions is defined as: NIES Engineering, Incorporated of 2421 173rd Street, Hammond, Indiana 46323; its officers, partners, employees, sub-consultants and sub-contractors.

1. REIMBURSABLE EXPENSES:

- 1.1. Reimbursable expenses are defined as follows and shall be invoiced at direct cost:
 - Reproduction of documents.
 - Shipping and mailing expenses.
 - Any other disbursements, application fees, etc., made on behalf of the Owner.

2. INDEMNIFICATION:

- 2.1. The OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of delays in NIES Engineering's performance resulting from events beyond the NIES Engineering's control.
- 2.2. Whereas construction job-site safety conditions are the sole responsibility of the Construction Contractor, the OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of claims related to Construction job-site safety.
- 2.3. The OWNER agrees to stipulate within the Contract Documents that the Contractor shall purchase and maintain, during the course of construction, "all-risk" builder's risk insurance which names the Contractor, the Owner's agents, and NIES Engineering as additional insureds.
- 2.4. It is understood and agreed that if NIES Engineering's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, that such services will be provided for by the Client. If said services are provided for by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against NIES Engineering that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold NIES Engineering harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of NIES Engineering.

3. TERMINATION:

- 3.1. This agreement between OWNER and NIES Engineering may be terminated by either party upon seven days, written notice in the event of substantial failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party.
- 3.2. If this agreement is terminated during the course of performance of the services, NIES Engineering shall be paid for the services performed during the period prior to the effective date of termination of the agreement.
- 3.3. If, prior to termination of this agreement, any services designed or specified by NIES Engineering during any phase of the service is suspended in whole or in part for more than three months or abandoned after written notice from the OWNER, NIES Engineering shall be paid for such services performed prior to receipt of such notice.

4. BILLING/PAYMENTS:

- 4.1. NIES Engineering reserves the right to adjust billing rates periodically as salary rates are adjusted and to use the most up-to-date billing rates in preparing project invoicing.

5. REUSE OF DOCUMENTS:

- 5.1. All reports, schedules, drawings, specifications of services of NIES Engineering for this project are instruments of services for this project only and shall remain the property of NIES Engineering until the OWNER has compensated NIES Engineering in full for services rendered pursuant to the AGREEMENT. Upon final payment for services and for each separately accepted and authorized proposal for additional services, ownership of instruments of service shall be vested in the OWNER. NIES Engineering, however, may retain record copies of all such instruments of service and may use such for NIES Engineering's exclusive purposes.
- 5.2. Any reuse of reports, schedules, drawings, specifications of services of NIES Engineering for this project without written verification or adaptation by NIES Engineering for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to NIES Engineering, or to NIES Engineering's independent professional associates or consultants, and OWNER shall indemnify and hold harmless NIES Engineering and NIES Engineering's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle NIES Engineering to further compensation at rates to be agreed upon by OWNER and NIES Engineering.

6. OPINIONS OF PROJECT COST, CONSTRUCTION AND OPERATION AND MAINTENANCE:

- 6.1. Since NIES Engineering has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor methods of determining prices, or over competitive bidding or market conditions, NIES Engineering's opinions of probable Construction Cost are to be made on the basis of NIES Engineering's experience and qualifications and represent NIES Engineering's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but NIES Engineering cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by NIES Engineering. Similarly, opinions of Project Cost and Annual Operation and Maintenance Cost cannot be guaranteed because they depend upon numerous factors beyond NIES Engineering's control.

7. MEDIATION:

- 7.1. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

8. FIDUCIARY RESPONSIBILITY:

- 8.1. CLIENT confirms that NIES Engineering has not offered any fiduciary service to client and no fiduciary responsibility shall be owed to client by NIES Engineering as a consequence of NIES Engineering's entering into this agreement with client.

9. HAZARDOUS MATERIALS:

- 9.1. As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as such of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- 9.2. Both parties acknowledge that the NIES Engineering's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event NIES Engineering or any other party encounters any hazardous or toxic materials, or should it become known to NIES Engineering that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of NIES Engineering's services, NIES Engineering may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate engineers or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- 9.3. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent by law, to indemnify and hold harmless NIES Engineering from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of NIES Engineering.

10. CONSEQUENTIAL DAMAGES

- 10.1. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner or NIES Engineering, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and NIES Engineering shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

11. SEVERABILITY:

- 11.1. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions or portions thereof shall nevertheless be and remain in full force and effect.

**LAW OFFICES OF
ROBERT F. TWEEDLE**

2850 – 45th Street, Suite A
Highland, Indiana 46322

Attorney at Law

Licensed in Indiana & Illinois

Robert F. Tweedle
rtweedle@tweedlelaw.com

Telephone: (219) 924-0770
Facsimile: (219) 924-0772
Illinois: (312) 431-8774

December 3, 2020

George Smith, President
Highland Waterworks Board
3221 O'Day Drive
Highland, IN 46322

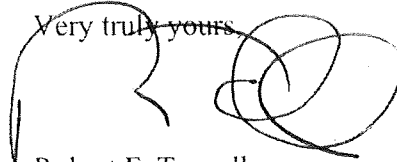
Re: Highland Waterworks Board Attorney
Proposal for 2021 Legal Services

Dear Mr. Smith:

I am writing to advise that I would very much appreciate being reappointed to the position of Highland Waterworks Board Attorney for the year 2021.

Legal services will be provided in the same manner as last year. Specifically, this Proposal provides for a monthly retainer in the amount of One Hundred Dollars (\$100.00) for attending monthly meetings, as well as assigning priority to any matters involving the Waterworks Board. Additional usual and customary services will be provided at an hourly rate of One Hundred Ninety Dollars (\$190.00) per hour. Please note that my hourly billing rate and monthly retainer remain unchanged for the year 2021.

Thank you for the opportunity to continue providing legal services to the Waterworks Board. Should you have any questions regarding this Proposal, please do not hesitate to contact me.

Very truly yours,

Robert F. Tweedle

xc: Highland Waterworks Directors
Mark Kneseck
Michael Griffin

WATER WORKS DISTRICT OF HIGHLAND
Board of Directors
Resolution No. 2021-01

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN
NIES ENGINEERING, INCORPORATED AND THE WATER WORKS DISTRICT
OF HIGHLAND TO PERFORM PROFESSIONAL ENGINEERING SERVICES AS
DISTRICT WATER WORKS ENGINEER FOR THE YEAR 2021**

Whereas, The Water Works District of Highland, through its Board of Directors, has heretofore determined a need to engage the professional engineering services in order carry out the mission of the District; and

Whereas, NIES Engineering, Incorporated, (Consultant) has offered and presented an Agreement to provide and furnish Professional Engineering Services in consideration for fees to be charged and billed monthly; and

Whereas, There are sufficient and available appropriations balances on hand to support the payments under the agreement, pursuant to IC 5-22-17-3(e); and

Whereas, The Water Works District of Highland, through its Board of Directors, now desires to accept and approve the agreement for services as herein described.

Now, Therefore Be it Resolved by the Board of Directors for the Water Works District of Highland, Lake County, Indiana, as follows:

Section 1. That the Professional Engineering Agreement (incorporated by reference and made a part of this resolution) between NIES Engineering, Incorporated, and the Water Works District of Highland for District Water Works Engineer for the year 2021 is hereby approved, adopted and ratified in each and every respect;

Section 2. That the terms and charges under the agreement for professional engineering services are found to be reasonable and fair;

Section 3. That the Water Works District of Highland, through its Board of Directors, believes that NIES Engineering, Incorporated has demonstrated professional competence and qualifications to perform the particular professional engineering services called for in the Agreement and associated project, pursuant to I.C. 5-16-11.1-5;

Section 4. That the President of the Water Works District of Highland be authorized to execute the Agreement with his signature as attested thereto by Secretary of the Water Works District of Highland.

Duly Adopted, Resolved and Ordered by the Water Works Board of Directors of Highland, Lake County, Indiana, this 28th day of January 2021. Having been passed by a vote of _____ in favor and _____ opposed.

**WATER WORKS DISTRICT OF HIGHLAND, INDIANA
BY ITS WATER WORKS BOARD OF DIRECTORS:**

George A. Smith, President

Attest:

Richard E. Volbrecht, Jr., Secretary



December 15, 2020

Mr. George A. Smith, President
Highland Water Works Board of Directors
3333 Ridge Road
Highland, IN 46322

RE: Water Works Board of Directors
District Water Works Engineer
Proposal for General Engineering Services

Dear Mr. Smith:

Thank you for the opportunity to present this proposal to provide engineering services to the Highland Water Works Board of Directors for the period of January 1, 2021 through December 31, 2021. The work will include attendance at up to two Water Works Board meetings per month, preparation of a monthly status report and execution of projects as assigned by the Board. It is anticipated that routine consulting and generally small scope projects will be accomplished under this agreement and that larger projects would be accomplished under separate agreements.

We propose to attend Water Works Board meetings as described above for the lump sum retainer of \$350.00 per month, billed quarterly. This represents a 2.9% increase over last year's monthly retainer. Routine consulting and project work assigned under this agreement will be billed at 2.9 times the actual salary of staff assigned. Current hourly billing ranges by staff category are presented in Table 1. Direct expenses such as mileage, reproduction and similar items will be billed at actual cost. The services of others, if required, will be billed at actual cost plus a 5 percent markup. The attached "Standard Conditions for Professional Engineering Services" is included by reference.

Again, thank you for the opportunity to present this proposal. Your signature below and return of one copy of this proposal to our office will constitute your acceptance and our notice to proceed.

Yours very truly,
NIES Engineering, Inc.

TOWN OF HIGHLAND WATER WORKS BOARD OF DIRECTORS

Accepted By: _____

Derek R. Snyder, P.E.
Principal

Date: _____

cc: Highland Water Works Board of Directors
Mr. Mark Schocke, Town Council President
Mr. Mark Knesek, Public Works Director
Mr. Michael Griffin, Clerk-Treasurer

mail@niesengineering.com
www.niesengineering.com

Table 1**2021 NIES Engineering Personnel Hourly Rates**

Classification	Hourly Rate	
	From	To
Intern	\$34.00	\$41.00
Clerical	\$29.00	\$44.00
Senior Clerical	\$41.00	\$49.00
Administrative Assistant	\$60.00	\$63.00
Senior Administrative Assistant	\$72.00	\$77.00
Technician Level 1	\$50.00	\$61.00
Technician Level 2	\$69.00	\$73.00
Technician Level 3	\$80.00	\$85.00
Technician Level 4	\$93.00	\$98.00
Technician Level 5	\$99.00	\$104.00
Technician Level 6	\$105.00	\$110.00
Engineer Level 1	\$74.00	\$83.00
Engineer Level 2	\$82.00	\$90.00
Engineer Level 3	\$93.00	\$109.00
Engineer Level 4	\$113.00	\$125.00
Engineer Level 5	\$124.00	\$135.00
Project Manager	\$120.00	\$129.00
Senior Project Manager	\$175.00	\$176.00
Principal Level 1	\$136.00	\$145.00
Principal Level 2	\$138.00	\$148.00
Senior Principal	\$186.00	\$192.00

STANDARD CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES

The term "NIES Engineering" used in these terms and conditions is defined as: NIES Engineering, Incorporated of 2421 173rd Street, Hammond, Indiana 46323; its officers, partners, employees, sub-consultants and sub-contractors.

1. REIMBURSABLE EXPENSES:

- 1.1. Reimbursable expenses are defined as follows and shall be invoiced at direct cost:
 - Reproduction of documents.
 - Shipping and mailing expenses.
 - Any other disbursements, application fees, etc., made on behalf of the Owner.

2. INDEMNIFICATION:

- 2.1. The OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of delays in NIES Engineering's performance resulting from events beyond the NIES Engineering's control.
- 2.2. Whereas construction job-site safety conditions are the sole responsibility of the Construction Contractor, the OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of claims related to Construction job-site safety.
- 2.3. The OWNER agrees to stipulate within the Contract Documents that the Contractor shall purchase and maintain, during the course of construction, "all-risk" builder's risk insurance which names the Contractor, the Owner's agents, and NIES Engineering as additional insureds.
- 2.4. It is understood and agreed that if NIES Engineering's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, that such services will be provided for by the Client. If said services are provided for by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against NIES Engineering that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold NIES Engineering harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of NIES Engineering.

3. TERMINATION:

- 3.1. This agreement between OWNER and NIES Engineering may be terminated by either party upon seven days, written notice in the event of substantial failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party.
- 3.2. If this agreement is terminated during the course of performance of the services, NIES Engineering shall be paid for the services performed during the period prior to the effective date of termination of the agreement.
- 3.3. If, prior to termination of this agreement, any services designed or specified by NIES Engineering during any phase of the service is suspended in whole or in part for more than three months or abandoned after written notice from the OWNER, NIES Engineering shall be paid for such services performed prior to receipt of such notice.

4. BILLING/PAYMENTS:

- 4.1. NIES Engineering reserves the right to adjust billing rates periodically as salary rates are adjusted and to use the most up-to-date billing rates in preparing project invoicing.

5. REUSE OF DOCUMENTS:

- 5.1. All reports, schedules, drawings, specifications of services of NIES Engineering for this project are instruments of services for this project only and shall remain the property of NIES Engineering until the OWNER has compensated NIES Engineering in full for services rendered pursuant to the AGREEMENT. Upon final payment for services and for each separately accepted and authorized proposal for additional services, ownership of instruments of service shall be vested in the OWNER. NIES Engineering, however, may retain record copies of all such instruments of service and may use such for NIES Engineering's exclusive purposes.
- 5.2. Any reuse of reports, schedules, drawings, specifications of services of NIES Engineering for this project without written verification or adaptation by NIES Engineering for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to NIES Engineering, or to NIES Engineering's independent professional associates or consultants, and OWNER shall indemnify and hold harmless NIES Engineering and NIES Engineering's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle NIES Engineering to further compensation at rates to be agreed upon by OWNER and NIES Engineering.

6. OPINIONS OF PROJECT COST, CONSTRUCTION AND OPERATION AND MAINTENANCE:

- 6.1. Since NIES Engineering has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor methods of determining prices, or over competitive bidding or market conditions, NIES Engineering's opinions of probable Construction Cost are to be made on the basis of NIES Engineering's experience and qualifications and represent NIES Engineering's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but NIES Engineering cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by NIES Engineering. Similarly, opinions of Project Cost and Annual Operation and Maintenance Cost cannot be guaranteed because they depend upon numerous factors beyond NIES Engineering's control.

7. MEDIATION:

- 7.1. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

8. FIDUCIARY RESPONSIBILITY:

- 8.1. CLIENT confirms that NIES Engineering has not offered any fiduciary service to client and no fiduciary responsibility shall be owed to client by NIES Engineering as a consequence of NIES Engineering's entering into this agreement with client.

9. HAZARDOUS MATERIALS:

- 9.1. As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as such of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- 9.2. Both parties acknowledge that the NIES Engineering's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event NIES Engineering or any other party encounters any hazardous or toxic materials, or should it become known to NIES Engineering that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of NIES Engineering's services, NIES Engineering may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate engineers or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- 9.3. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent by law, to indemnify and hold harmless NIES Engineering from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of NIES Engineering.

10. CONSEQUENTIAL DAMAGES

- 10.1. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner or NIES Engineering, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and NIES Engineering shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

11. SEVERABILITY:

- 11.1. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions or portions thereof shall nevertheless be and remain in full force and effect.

**HIGHLAND DEPARTMENT of WATERWORKS
BOARD of WATERWORKS DIRECTORS
RESOLUTION No. 2021-02**

A RESOLUTION AUTHORIZING COMPENSATION FOR CERTAIN EMPLOYEES TO BE DERIVED FROM THE PROPER FUND OF THE WATER WORKS UTILITY OF THE TOWN OF HIGHLAND WATER WORKS DEPARTMENT, LAKE COUNTY, INDIANA

Whereas, The Highland Town Council, as legislative body of the municipality, **adopted Chapter 12.05 of the Highland Municipal Code**, establishing the Highland Water Works Board and the Department of Water Works, pursuant to provisions of I.C. 8-1.5-4-1 through 8-1.5-4-19;and,

Whereas, Those provisions incorporate by reference provisions of I.C. 8-1.5-3-4, outlining for and conferring upon the Water Works Board of Directors certain responsibilities relative to the management of the utility's human and physical resources;

BE IT HEREBY RESOLVED BY the Board of Directors of the Water Works Department of the Town of Highland, Lake County, Indiana, as follows:

Section 1. That the compensation and other provisions set forth in the wage and salary and the compensation and benefits ordinances as passed by the Town Council are hereby adopted and ratified for the Directors and officers of the Department of Waterworks, its Waterworks District and those employees of the municipality performing duties for the utility.

Section 2. That wages and salaries are hereby established for the employees and certain professional appointments of the Department of Waterworks, to be effective **January 10, 2021**, as set forth below:

Attorney	\$1,200 per year (\$300 per quarter) \$190.00/hr
Recording Secretary	\$ 65 per month
Utility Consulting Engineer(s) (retainer)	\$ 350 per month
Utility Services Field Representative	\$10.56/hr (start) (part-time) \$12.04/hr (after one year) (part-time)
Part-time help (Laborer)	\$ 9.27 - \$ 11.99 hr.
CDL Driver (Part-time)	\$ 16.34/hr
Temporary (Summer help)	\$ 9.00/hr. (first year) \$ 9.35/hr. (2 nd year) \$ 9.70/hr. (3 years or more)

Section 3. That the Highland Water Works Board authorizes and approves that a share of the compensation of the deputies and employees in the Office of the Clerk-Treasurer as well as a share of the compensation of the Clerk-Treasurer may be paid from the proper utility fund of the Water Works, for services connected with the operation of the utility, subject to the laws governing same;

a. That such pay shall be a part of and not in addition to the compensation as fixed by the Town Council in its most recently adopted wage and salary ordinances; and,

b. That the compensation set forth in the wage and salary ordinance as most recently passed by the Town Council is hereby adopted and ratified.

Section 4. That the Highland Water Works Board of Directors authorizes and approves that a share of the compensation of the employees in the Public Works Department may *be* paid from the proper utility fund of the Water Works, for services connected with the operation of the utility, subject to the laws governing same;

a. That such pay shall be a part of and not in addition to the compensation as fixed by the Town Council in its most recently adopted wage and salary ordinance; and,

b. That the compensation set forth in the wage and salary ordinance most recently passed by the Town Council for utility employees is hereby adopted and ratified for utility employees of the Waterworks Department.

Section 5. That the compensation and benefits policies as adopted and are in effect in the most recently adopted Compensation and Benefits ordinance is hereby adopted and ratified for employees of the utility and its officers;

Duly Approved and Adopted by the Board of Directors of the Highland Water Works, Lake County, Indiana this 28th day of January, 2021 by a vote of ____ in favor and ____ opposed.

**THE DEPARTMENT of WATER WORKS
BY ITS BOARD of DIRECTORS:**

George A. Smith, President

Attest:

Richard E. Volbrecht Jr., Secretary

GL Number Invoice Line Desc Ref # Vendor Invoice Description Amount Check #

Fund 062 CONSUMER DEPOSIT

Dept 0000						
062-0000-20200	DEPOSIT REFUND	90429	NEINER MARK	CON DEPOSIT REFUND 025-16105-81	60.00	
062-0000-20200	DEPOSIT REFUND	90426	PREFERRED HOLMES LLC	CON REFUND 024-16400-51	17.29	
			Total For Dept 0000		77.29	
			Total For Fund 062 CONSUMER DEPOSIT		77.29	

Fund 064 WATER OPERATING

Dept 0000						
064-0000-00100	2 CR05001441018 1/2" X 12' CD	90431	AAA SUPPLY CORPORATION	CD ROUND FOR WATER DEPT.	28.64	
064-0000-00100	WEBINAR FOR TIM AND MARK	90432	ALLIANCE OF INDIANA RURAL WA	RISK ASSESSMENT/INTRO TO WATER AUD	60.00	
064-0000-00100	OFFICE SUPPLIES -FOLDERS/BANKE	90433	AMAZON	OFFICE SUPPLIES -FOLDERS/BANKER BO	78.33	
064-0000-00100	12/3/2020 INVOICE # 337-362029	90434	AUTO-WARES	DECEMBER 2020 INVOICES FOR WATER D	1,147.93	
064-0000-00100	D/S WATER FOR BANK RECS	90331	BAKER TILLY MUNICIPAL ADVISO	D/S WATER BANK RECONCILIATION	436.67	
064-0000-00100	REIMBURSE CDL PHYSICAL	90435	BARTHOLEMEW F CASHMAN (R)	REIMBURSE FOR CDL PHYSICAL	70.00	
064-0000-00100	VALVE BOX STABILIZER	90436	C & M PIPE & SUPPLY CO INC	VALVE BOXES FOR WATER DEPT.	822.00	
064-0000-00100	CLEAN BURN FURNACE	90437	GINGERICH CLEAN BURN, INC	D/S REPLACE AND INSTALL CLEAN BURN	3,210.71	
064-0000-00100	DECEMBER GENERAL CLEANING	90438	GLOBAL MAINTENANCE & CO.	D/S GENERAL CLEANING SERVICES FOR	1,470.00	
064-0000-00100	SSPD ELCT WL/CELL HEATR, 16"	90439	GRAINGER	HEATER FRO WATER TOWER 41 VAULT WA	335.49	
064-0000-00100	31TR48 IG RECESSED ELCT WI	90440	GRAINGER	HEATER FRO WATER TOWER 41 VAULT WA	338.99	
064-0000-00100	DECEMBER CYLINDER RENTAL	90441	GREAT LAKES WELDING	CYLINDER RENTAL FOR DECEMBER 2020	65.10	
064-0000-00100	PEST CONTROL PREPAID FOR 2021	90442	HAMMOND PEST CONTROL INC/DBA	PEST CONTROL PREPAID FOR 2021 W/DI.	969.00	
064-0000-00100	PEST CONTROL 2021 FOR PW	90443	HAMMOND PEST CONTROL INC/DBA	D/S 2021 PEST CONTROL FOR PW - PRE.	353.40	
064-0000-00100	LT235/80R17 SOLAUS HT10PLY	90444	HELLMANS AUTO SUPPLY CO.	TIRES FOR WATER DEPT. UNIT # 6	299.96	
064-0000-00100	BODY DAMAGE REPAIR	90445	HIGHLAND BODY SHOP, INC	REPAIR BODY DAMAGE TO UNIT 12 WATE.	5,495.09	
064-0000-00100	T320N-0608 3/8" HOSE X 1/2-14	90446	HOSE CONNECTIONS INC	HOSE FOR WATER DEPT UNIT #16	42.41	
064-0000-00100	6410-24-20 MALE ORING X FEMALE	90447	HOSE CONNECTIONS INC	HOSES FOR WATER DEPT UNIT # 16	225.84	
064-0000-00100	2021 ANNUAL FEE	90448	INDIANA DEPT OF ENVIRON MGT	ANNUAL FEE REQUIRED FOR ACTIVE PUB.	9,002.20	
064-0000-00100	811 TICKETS DECEMBER 2020	90449	IUPPS, INC	811 TICKETS FOR DECEMBER 2020	150.10	
064-0000-00100	12/18/2020 240670 GR 8 STONE	90450	KROOSWYK TRUCKING & EXCAVATI.	STONE FOR WATER DEPT.	1,022.59	
064-0000-00100	MR56-42 4" X 2" PLXPL MISSION	90451	LEEP'S SUPPLY COMPANY INC	MISSION COUPLING FOR WATER DEPT.	10.09	
064-0000-00100	CHELSEA 280 SERIES POWERSHIFT	90452	LINDCO EQUIPMENT SALES, INC	HYDRAULIC AND PUMP FOR WATER DEPT 1	4,403.38	
064-0000-00100	REVENUE SUFFICIENCY ANALYSIS	90512	LONDON WITTE GROUP, LLC	REVENUE SUFFICIENCY ANALYSIS	367.50	
064-0000-00100	VALVES EXERCISED	90453	M E SIMPSON COMPANY INC	VALVES EXERCISED 12/2-12/11/2020	13,769.00	
064-0000-00100	1958 MILES SEP/OCT/NOV/DEC	90455	MARK KNESEK (R)	TRAVEL EXP REIMBURSEMENT SEP/OCT/M	1,125.85	
064-0000-00100	REPAIR BOILER GAS LEAK	90454	MECHANICAL CONCEPTS, INC.	REPAIR BOILER GAS LEAK AROUND PRES:	6,649.84	
064-0000-00100	2442048 C-CLMP 1"- 100 SERIES	90456	MENARDS	CLAMPS FOR WATER DEPT UNIT # 12	10.85	
064-0000-00100	6217201 UTILITY MILKHOUSE HEAT	90457	MENARDS	HEATER FOR WATER DEPT.	35.94	
064-0000-00100	6235310 20PINT E-STAR DEHUM	90458	MENARDS	20 PINT E STAR DEHUM FOR DYER VAUL'	139.99	
064-0000-00100	FENCING, WIRE, BOLTS, BANDS, C	90459	MENARDS CORP - SCHERRERVILLE	CLEAN UP ITEMS FOR WATER MAIN BREA.	203.69	
064-0000-00100	2617108 AA 4PC ALLSEASON MAT	90460	MENARDS CORP - SCHERRERVILLE	CLEANING SUPPLIES FOR WATER DEPT.	38.93	
064-0000-00100	DECEMBER COLIFORM SAMPLING	90461	MICROBAC LABORATORIES, INC	COLIFORM SAMPLING FOR DECEMBER 202	885.00	
064-0000-00100	OCT/NOV/DEC RETAINER	90462	NILES ENGINEERING, INC.	4TH QTR RETAINER FOR WATERWORKS BO.	1,020.00	
064-0000-00100	GENERAL CONSULTING	90463	NILES ENGINEERING, INC.	GENERAL CONSULTING THROUGH 1/1/21	4,103.50	
064-0000-00100	WATER LOSS AUDIT CONSULTING	90464	NILES ENGINEERING, INC.	REIMBURSE CDL PHYSICAL	65.00	
064-0000-00100	REIMBURSE 2020 CDL PHYSICAL	90465	PAUL BARTOK	OFFICE SUPPLIES FOR WATER DEPT.	246.50	
064-0000-00100	COMPUTER INK, CALENDARS, MARKER	90466	PULSE TECHNOLOGY OF INDIANA	COMPUTER INK FOR WATER DEPT.	35.99	
064-0000-00100	YELLOW COMPUTER INK 952XL	90467	PULSE TECHNOLOGY OF INDIANA	D/S POST ITS	5.99	
064-0000-00100	D/S POST ITS	90481	PULSE TECHNOLOGY OF INDIANA	SERVICES RENDERED THROUGH 1/12/21	2,774.00	
064-0000-00100	LEGAL SERVICES RENDERED	90469	ROBERT F TWEEDIE	TREE REMOVAL WATER DEPT	502.00	
064-0000-00100	TREE REMOVAL	90468	RUSSELL'S TREE CARE SERVICE,	D/S TREE REMOVAL WATER DEPT	95.33	
064-0000-00100	SCB-646 SHRINK STEP DOWN SPLIC	90471	TERMINAL SUPPLY INC	STEP DOWN SPLICE FOR WATER DEPT.	122.43	
064-0000-00100	MIDWEST 845-5 SERVICE CALIBRAT	90470	TEST GAUGE & BACKFLOW SUPPLY	CALIBRATIONS AND RE-CERTIFICATION		

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 064 WATER OPERATING						
064-0000-00100	SHIPPING	90472	THE UPS STORE	ANNUAL CALIBRATION PSID GAUGE FOR 1	51.42	
064-0000-00100	06-32595-0100 ANTENNA-C	90473	TRANSCHICAGO TRUCK GROUP	ANTENNA FOR WATER DEPT.	33.46	
064-0000-00100	2021 VEGETATION	90474	TRUGREEN 2743	D/S 2021 LAWN SERVICE/VEGETATION	638.53	
064-0000-00100	METER GASKET RUBBER 3/4" (1/8	90475	USA BLUE BOOK	METER GASKETS FOR WATER DEPT.	134.32	
064-0000-00100	261-048012-000 4 X 12 SMITH BI90476		UTILITY SUPPLY COMPANY	REPAIR CLAMPS FOR WATER DEPT.	1,354.88	
064-0000-00100	261-090507-00 8X7 1/2 SMITH-BI90477		UTILITY SUPPLY COMPANY	REPAIR CLAMP FOR WATER DEPT.	364.44	
064-0000-00100	261-048007-000 4X7 1/2 SMITH F90480		UTILITY SUPPLY COMPANY	REPAIR CLAMPS FOR WATER DEPT.	578.92	
064-0000-00100	PLOW GUARD/PLOW	90479	WINTER EQUIPMENT COMPANY, IN	D/S PLOW FOR WATER DEPT.	1,294.95	
064-0000-16000	WATER USAGE	90423	FETSCHER NICHOLAS	CONSUMER REFUND : 031-19600-35	5.65	
064-0000-16000	WATER USAGE	90428	NEINER MARK	CON REFUND 025-16105-81	3.25	
064-0000-16000	WATER USAGE	90424	REGION HOME BUYERS	CONSUMER REFUND 025-16107-33	2.24	
064-0000-16000	WATER USAGE	90427	YUKNIS LAWRENCE	CONSUMER REFUND: 062-31007-60	10.00	
064-0000-45200	WATER OPER TRANSFERS GROSS	90117	PAYROLL ACCOUNT	12/31PRL D/S TRANSFER WATER	32,264.92	22911
064-0000-45200	WATER OPER TRANSFERS GROSS	90208	PAYROLL ACCOUNT	1/15PRL D/S TRANSFER WATER	31,408.81	22958
			Total For Dept 0000		<u>130,854.73</u>	
			Total For Fund 064 WATER OPERATING		<u>130,854.73</u>	
Fund 066 WATER IMPROV						
066-0000-34301	1" MACH10 AND SHIPPING	90478	WATER RESOURCES	(4) 1" MACH10 INVOICE MISSED FROM ;	1,314.13	
			Total For Dept 0000		<u>1,314.13</u>	
			Total For Fund 066 WATER IMPROV		<u>1,314.13</u>	

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND
 EXP CHECK RUN DATES 01/01/2021 - 01/29/2021
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: 04

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund Totals:						
				Fund 062 CONSUMER DEPOSIT	77.29	
				Fund 064 WATER OPERATING	130,854.73	
				Fund 066 WATER IMPROV	1,314.13	
					132,246.15	