

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

TIPPECANOE COUNTY

and

GREELEY AND HANSEN LLC

**Article I. PARTIES AND PROJECT**

This AGREEMENT is made effective on the \_\_\_\_ day of \_\_\_\_\_ in the year 2020 between Tippecanoe County hereinafter referred to as COUNTY, and Greeley and Hansen LLC, an Illinois limited liability company, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4004, and a regional office at 7820 Innovation Boulevard, Suite 150, Indianapolis, Indiana 46278-2728, hereinafter referred to as ENGINEER, for professional engineering services in connection with the Climate Action Plan, the PROJECT.

**Article II. ENGINEER'S SERVICES**

ENGINEER shall provide appropriate professional engineering services as required to complete the scope of services as set forth hereinafter, and shall perform such services in conformance with the ordinary standards of care and skill of the engineering profession.

**A. Basic Services**

The scope of the basic services for the PROJECT are set forth in Exhibit A attached hereto and made a part of this AGREEMENT. ENGINEER shall not perform services beyond the scope as defined in Exhibit A without the prior written authorization of COUNTY.

**B. Additional Services**

ENGINEER may submit proposals for additional professional engineering services in connection with the PROJECT. Each proposal submitted shall detail the: (1) scope of additional services, (2) period of services, and (3) method and amount of compensation.

COUNTY shall provide written acceptance and authorization to ENGINEER prior to the commencement of work on any proposed additional services. Upon receipt by ENGINEER of written acceptance and authorization by COUNTY, each proposal for additional services in connection with the PROJECT shall become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

**C. Period of Services**

Upon receipt of COUNTY'S written notice to proceed, ENGINEER agrees that the basic services as described in Exhibit A will be completed according to the schedule provided in Exhibit C.

The period of services will begin upon the date of COUNTY'S written notice to proceed. ENGINEER shall not, however, be responsible for timely completion of basic services as agreed to herein if completion is delayed by the failure of COUNTY to furnish the services provided for under Article IV., hereof, in a timely manner, or for other reasons beyond the control of the ENGINEER.

ENGINEER further agrees that additional services will be substantially complete within the period specified in each accepted and authorized proposal for additional services, unless reasons for delay in completion are beyond the control of ENGINEER.

If ENGINEER'S basic services or any accepted and authorized additional services are delayed or suspended in whole or in part by the COUNTY for more than ninety days beyond the scheduled completion date for said basic or additional services for reasons beyond ENGINEER'S control, compensation for the delayed services, as provided in Article III hereunder, shall be subject to renegotiation upon the written request of ENGINEER. However, such request must be submitted by ENGINEER to the COUNTY prior to the completion of the delayed services.

**Article III. ENGINEER'S COMPENSATION**

ENGINEER shall perform professional engineering services as provided in Article II of this AGREEMENT for which COUNTY shall compensate ENGINEER as follows:

**A. Basic Services**1. Lump Sum

The lump sum fee for these basic services shall be as set forth in Exhibit B between the COUNTY and ENGINEER. Lump sum fee shall be based on PROJECT deliverables set forth in Exhibit C and shall be payable by the COUNTY to CONSULTANT upon completion of said deliverables via CONSULTANT'S progress payment invoices.

Similarly, the fee for any additional services accepted and authorized by the COUNTY shall be as negotiated between the COUNTY and ENGINEER. Such additional fees shall be applicable to the scope of services as specified in each additional services proposal submitted by ENGINEER, and shall be set forth in each said proposal.

2. Personnel Services

ENGINEER shall be compensated for personnel services on the basis of actual annual average hourly rates paid to personnel assigned to the PROJECT for each hour of services rendered times a 3.2 factor to cover overhead and profit. Such rates shall be computed as actual annual base salary, in effect at the time the services are rendered, divided by 1,950 hours. Personnel services rates shall include applicable required overtime premium for covered employees.

3. Subconsultants and Other Professional Associates

COUNTY shall pay ENGINEER for the services of subconsultants and other professional associates at their invoiced fees to ENGINEER plus 10 percent.

4. Reimbursable Direct Costs

COUNTY shall pay ENGINEER the actual cost of any direct reimbursable expenses incurred in connection with performing the services.

**B. Additional Services**

Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same basis as provided for in Paragraph III. A., above, for basic services.

**C. Total Compensation**

Total compensation to ENGINEER for basic services under this AGREEMENT shall include full reimbursement for personnel services, subconsultants and other professional associates and reimbursable direct costs incurred in performing basic services, as described in Paragraph III. A. It is agreed that the total compensation to ENGINEER for performing basic services will not exceed \$11,893 as set forth in Exhibit B, without prior approval of COUNTY. If at any time ENGINEER has reason to believe that the total cost to be incurred in the performance of the basic services will be greater than the total estimated cost for such services, ENGINEER shall notify the COUNTY in writing to that effect giving the detailed reasons for the change and revised estimate of such total cost for the performance of basic services.

The provisions of this Article III. C. shall also apply to each accepted and authorized proposal for additional services in connection with the PROJECT. However, the term "basic services", as used in this Article III. C., shall mean "additional services" and the terms "Exhibits A" and "Exhibit B" as used in this Article III. C. shall mean "the accepted and authorized proposal for additional services". The estimated compensation for any additional

services, and the completion date beyond which these amounts are subject to renegotiation, shall be as specified in each such authorized proposal.

**D. Terminated Services**

If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:

1. For personnel services, the hours of services rendered at the established rates, to the effective date of termination times the factors established herein.
2. For services of subconsultants and other professional associates, their invoiced fees to ENGINEER, for services to the effective date of termination plus 10 percent.
3. For reimbursable direct costs, the actual cost of direct reimbursable expenses incurred to the effective date of termination.

**E. Conditions of Payment**

1. Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER'S submittal of his progress payment invoices.
2. If COUNTY fails to make payments due ENGINEER within forty-five days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to COUNTY, suspend services under this AGREEMENT.
3. No deduction shall be made from ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to construction contractors.

4. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may, after giving fifteen days written notice to COUNTY, request renegotiation of compensation under Article II. C. or may terminate this AGREEMENT.

#### **Article IV. COUNTY'S RESPONSIBILITIES**

The COUNTY shall, as required:

- A. Provide all criteria and full information as to COUNTY'S requirements for the PROJECT, and furnish copies of all design and construction standards which the COUNTY will require to be included in the drawings and specifications.
- B. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the PROJECT including COUNTY maps and plats, previous reports, drawings, specifications and any other data relative to the design or construction of the PROJECT.
- C. Furnish to ENGINEER property and land use data pertaining to the PROJECT available to the COUNTY including, but not limited to, property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other related data.
- D. Provide legal, insurance and financial consulting services necessary for the PROJECT, and such accounting and auditing services as the COUNTY may require.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.

- F. Furnish above record information, property and land use data, and services at COUNTY'S expense in such manner that ENGINEER may rely upon them in the performance of services under this AGREEMENT.
- G. Furnish any laboratory analyses that may be required in connection with the PROJECT.
- H. Guarantee full and free access to ENGINEER to enter upon all public and private property required for the performance of ENGINEER'S services under this AGREEMENT.
- I. Designate in writing a person to act as COUNTY'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- J. Coordinate, consolidate, reconcile and bring congruence to differing views in the COUNTY'S organization to form single firm responses stating the COUNTY'S position on matters requiring resolution during performance of ENGINEER'S services. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER. Render such decisions in a consolidated form reconciling differing views into an unambiguous single firm response to each matter requiring resolution.
- K. Provide ENGINEER with prompt written notice of any defect or suspected defect in ENGINEER'S performance of any services rendered pursuant to this AGREEMENT or relating to the PROJECT.

- L. In any agreement entered into between the COUNTY and other contractors for the PROJECT in which such contractors and their subcontractors agree to indemnify, provide insurance coverage to, and/or name as additional insured, the ENGINEER, its subconsultants, professional associates, and each of their officers, principals, partners and employees to the same extent as to the COUNTY. Furthermore, the COUNTY will provide ENGINEER with certificates of insurance from each such contractor or subcontractor.
- M. Give prompt written notice to ENGINEER whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of construction contractors.
- N. Compensate ENGINEER in accordance with the provisions of Article III.

## **Article V. GENERAL PROVISIONS**

### **A. Ownership of Documents**

All reports, schedules, drawings, specifications and other products of services of ENGINEER for this PROJECT are instruments of service for this PROJECT only and shall remain the property of ENGINEER until the COUNTY has compensated ENGINEER in full for services rendered pursuant to the AGREEMENT. Upon final payment for each phase of Basic Services and for each separately accepted and authorized proposal for additional services, ownership of the products or instruments of service for said phase or additional services authorized shall be vested in the COUNTY. ENGINEER, however, may retain record copies of all such instruments of service and may use such for ENGINEER'S exclusive purposes.

The ENGINEER'S instruments of service have been prepared for very specific purposes and the degree of accuracy and detail of the instruments of service are consistent with those purposes but they may not be useful for other purposes. Furthermore, misapplication of the ENGINEER'S instruments of service can cause occurrences that potentially have life/safety and financial consequences. The ENGINEER'S instruments of service are not intended or

represented to be suitable for use by the COUNTY or by others acting for the COUNTY for other purposes on this PROJECT or on extensions of this PROJECT or on any other project without written verification, adaptation or completion by ENGINEER and, when applicable, associated compensation to ENGINEER.

Any changes or modifications to the instruments of service of ENGINEER which are introduced by anyone other than ENGINEER may have adverse consequences. Therefore, the change or modification of ENGINEER'S instruments of service by the COUNTY or by others acting for the COUNTY shall be at the COUNTY's sole risk and the COUNTY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such change or modification.

Use of the instruments of service of ENGINEER on extensions of this PROJECT, or on any other project by the COUNTY or by others acting for the COUNTY, without verification or adaptation by ENGINEER and appropriate compensation therefore, shall be at the COUNTY'S sole risk and the COUNTY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such use of ENGINEER'S instruments of service for this PROJECT.

**B. Data on Electronic Media**

Data delivered on electronic media are considered part of the ENGINEER'S instruments of service and, therefore, Article V.A. above applies to documents delivered on electronic media.

The form of ENGINEER'S drawings, specifications, reports, data or other information that may be relied upon are those which 1) are set forth on paper (also known as hard copies) and 2) are designated as final. Files in electronic media format of text, data, graphics, or other

types are furnished only for convenience, not reliance by the COUNTY. Any conclusion or information obtained or derived from such electronic files will be at the COUNTY's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because files stored in electronic media format can contain irregularities, deteriorate or be modified inadvertently or otherwise without authorization of the ENGINEER, the transmitted electronic files should be examined by the COUNTY within 60 calendar days of receipt, after which time the COUNTY shall be deemed to have accepted the files thus transmitted. Any transmittal deficiencies detected within the 60-day acceptance period will be corrected by ENGINEER. Deficiency corrections requested after the acceptance period will be considered "additional services." ENGINEER is not responsible for irregularities, deterioration or modifications occurring or detected after the 60 calendar-day acceptance period.

ENGINEER 1) makes no representations as to the long-term usability or readability of the electronic files and 2) cannot be depended upon to maintain copies of the electronic files after the 60 calendar-day acceptance period. The documents will be in the software listed below designed for operation on a PC compatible computer under the associated operating system as listed below:

Type of Document	Software	Operating System
Word Processed Text	MS Word 2013	Windows
Spreadsheets	MS Excel 2013	Windows
CADD Drawings	AutoCAD 2015	Windows

The ENGINEER makes no warranty as to the compatibility of electronic files beyond those versions. However, the ENGINEER reserves the right to submit documents in versions newer than those shown above.

ENGINEER makes no representations as to the compatibility, usability, or readability of the electronic files resulting from the use of software application packages, operating systems, or computer hardware (e.g. monitors, graphic cards and plotters) differing from those used by ENGINEER and its subconsultants. Also, the use of software application packages, operating systems and computer hardware different from those used by ENGINEER and its subconsultants may introduce errors and irregularities. Such occurrences are not the responsibility of ENGINEER and its subconsultants.

**C. Successors and Assigns**

1. The COUNTY and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.
2. Neither the COUNTY nor ENGINEER shall assign or transfer any rights under or interest in this AGREEMENT without the written consent of the other, except as stated in Article V. C. 1. and to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent subconsultants and associates as may be deemed appropriate to assist in the performance of services hereunder.

**D. Changes in Scope and Revisions**

The general category "additional services", referred to in Article II. B. may include services due to changes in the scope of the PROJECT, including, but not limited to, changes in size, complexity, schedule or character of the services and also may include revisions to instruments of service previously approved by the COUNTY or other revisions due to causes

beyond the control of ENGINEER. All changes in scope and revisions shall require the written acceptance and authorization of the COUNTY prior to commencement of work, as provided in Article II. B.

This AGREEMENT takes into account the professional engineering and architectural signing and sealing requirements that are applicable as of the date of this AGREEMENT. Any changes to those requirements during the performance of the services associated with this AGREEMENT which cause revisions to the scope of the ENGINEER'S services or to the ENGINEER'S instruments of services shall be considered "additional services".

Proposals for services pursuant to changes in scope or revisions shall, upon COUNTY'S acceptance and authorization, become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

**E. Extent of AGREEMENT**

This AGREEMENT represents the entire understanding and agreement between the COUNTY and ENGINEER for professional engineering services pertaining to the PROJECT as described in Article II. and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both the COUNTY and ENGINEER.

**F. No Waiver**

Failure of the ENGINEER or the COUNTY to insist upon strict and punctual performance of any terms or conditions of this AGREEMENT shall not be construed to constitute a waiver of, or estoppel against, asserting the rights to require such performance. Neither shall a waiver nor an estoppel in one instance constitute a waiver or an estoppel with respect to a later default, whether similar or dissimilar in nature.

**G. Severability**

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT shall remain in full force and effect unless the stricken provision leaves the remaining AGREEMENT unenforceable.

**H. Governing Law**

This AGREEMENT shall be governed by the laws of the State of Indiana.

**I. Subconsultants**

During the performance of the AGREEMENT, ENGINEER may engage such additional subconsultants or professional associates as may be appropriate for the timely completion of the services or to meet applicable requirements. The engagement of any subconsultants or professional associates shall be subject to the prior approval of the COUNTY.

**J. Insurance**

The ENGINEER shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

1. General Liability (including automobile) with a combined single limit of \$1,000,000. The COUNTY shall be named as an Additional Insured to cover the ENGINEER's indemnification obligation under this Agreement and be given a 30 day notice of cancellation, non-renewal or reduction in coverage. ENGINEER'S insurance shall be written on a "primary" basis and the COUNTY'S insurance program shall be in excess of all of ENGINEER'S available coverage.
2. Worker's Compensation at the statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of COUNTY.

3. Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.

The ENGINEER shall provide to the COUNTY Certificates of Insurance indicating the aforesaid coverage.

**K. ENGINEER'S Estimates of Cost and Standard of Care**

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S estimates of project and construction costs are to be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from ENGINEER'S estimates of cost.

Notwithstanding any other provisions in this AGREEMENT to the contrary, nothing herein contained shall be construed as:

1. Constituting a guarantee, warranty or assurance, either express or implied, that the engineering services will yield or accomplish a perfect outcome for the PROJECT; or
  2. Obligating the ENGINEER to exercise professional skill and judgment different from that which can be reasonably expected from other engineers under like circumstances;
- or

3. An assumption by the ENGINEER of liability greater than or differing from those explicit in this AGREEMENT, or
4. An assumption by the ENGINEER of the liabilities of any other party.
5. An assumption by the ENGINEER for the construction means, methods, techniques, procedures, or safety precautions and programs in connection with the Project.

**L. Consequential Damages**

Notwithstanding anything to the contrary in this AGREEMENT, neither the COUNTY nor the ENGINEER shall have the right of recourse to the other party for any consequential damages incurred due to the fault of the COUNTY or ENGINEER, their employees, agents or subcontractors, irrespective of any forewarning of the potential for such damages arising.

**M. Termination**

This AGREEMENT may be terminated by the COUNTY without cause on thirty days written notice. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may request renegotiation of compensation in accordance with the provisions of Articles II. and III. or, after giving fifteen days written notice, terminate this AGREEMENT with cause. In the event of substantial failure to perform in accordance with the terms of this AGREEMENT, the party not at fault may terminate the AGREEMENT with cause on ten days written notice. If this AGREEMENT is terminated, ENGINEER shall be compensated for services performed to the effective date of termination in accordance with the provisions of Article III. of this AGREEMENT. Within sixty days following the date of

receipt of the termination notice, and following receipt of compensation for services to date of termination, ENGINEER shall submit to the COUNTY copies of all reports, drawings, specifications and other products or instruments of service prepared prior to termination.

**N. Remedies**

Except as may be otherwise provided in this AGREEMENT, all claims, counter-claims, disputes and other matters in question between the COUNTY and ENGINEER arising out of or relating to this AGREEMENT or the breach thereof will be decided by arbitration if the PARTIES mutually agree or in an Indiana court of competent jurisdiction.

**O. Non-Discrimination and Equal Employment**

ENGINEER agrees:

1. That in the hiring of employees for the performance of work under this contract or any Subconsultant hereunder, no ENGINEER, or Subconsultant, nor any person acting on behalf of such ENGINEER or Subconsultant, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
2. That no ENGINEER, Subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry.
3. That the COUNTY may deduct from the amount payable to the ENGINEER a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was found to have been discriminated against or intimidated in violation of the provisions of the contract.

4. If there is found to be a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by COUNTY and all money due or to become due hereunder will be forfeited.

**P. Engaging in activities with Iran**

By signing this Contract, ENGINEER certifies that it is not engaged in investment activities in the county of Iran as set forth in IC 5-22-16.5.

**Q. E-Verify**

ENGINEER shall comply with E-Verify Program as follows:

1. Pursuant to IC 22-5-1.7, ENGINEER shall enroll in and verify the work eligibility status of all newly hired employees of ENGINEER through the E-Verify Program (“Program”). ENGINEER is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
2. ENGINEER and its Subconsultants shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that ENGINEER or its Subconsultants subsequently learns is an unauthorized alien. If ENGINEER violates this Section, the COUNTY shall require ENGINEER to remedy the violation no later than thirty (30) days after the COUNTY notifies ENGINEER. If ENGINEER fails to remedy the violation within the thirty (30) day period, the COUNTY shall terminate the contract for breach of contract. If the COUNTY terminates the contract, ENGINEER shall, in addition to any other contractual remedies, be liable to the COUNTY for actual damages. There is a rebuttable presumption that ENGINEER did not knowingly employ an unauthorized alien if ENGINEER verified the work eligibility status of the employee through the Program.
3. If ENGINEER employs or contracts with an unauthorized alien but the COUNTY determines that terminating the contract would be detrimental to the public interest or

public property, the COUNTY may allow the contract to remain in effect until the COUNTY procures a new Engineer.

4. ENGINEER shall, prior to performing any work, require each Subconsultant to certify to ENGINEER that the Subconsultant does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. ENGINEER shall maintain on file a certification from each Subconsultant throughout the duration of the Project. If ENGINEER determines that a Subconsultant is in violation of this Section, ENGINEER may terminate its contract with the Subconsultant for such violation. Such termination may not be considered a breach of contract by ENGINEER or the Subconsultant.
5. By its signature below, ENGINEER swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the COUNTY that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

**R. Indemnification**

COUNTY and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the COUNTY and ENGINEER, they shall be borne by each party in proportion to its negligence.

**S. Notices**

Any notices required hereunder or by law may be directed to the parties at the following addresses:

To ENGINEER:

Joseph Teusch, P.E.  
Office Director  
Greeley and Hansen LLC  
7820 Innovation Blvd, Suite 150  
Indianapolis, IN 46278-2728

To COUNTY:

Board of Commissioners  
  
Tippecanoe County  
20 North 3rd Street  
Lafayette, IN 47901

All notices shall be deemed to be given when deposited with the United States Postal Service for first class mail delivery.

**Article VI. APPROVAL**

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers and partners and is made effective the day and year first above written.

GREELEY AND HANSEN LLC

*Joseph Teusch*

Joseph Teusch, P.E.

Authorized Representative

TIPPECANOE COUNTY

Tracy A. Brown

President

ATTEST:

*Maithilee Das*

Maithilee Das, ENV SP

Engineer

Thomas P. Murtaugh

Vice-President

David S. Byers

Member

ATTEST:

Robert Plantenga

Auditor