



Board of Public Works and Safety

Agenda Item

Cover Sheet

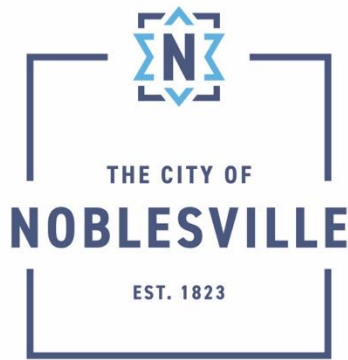
MEETING DATE: September 12, 2023

- Consent Agenda Item
- New Item for Discussion
- Previously Discussed Item
- Miscellaneous

ITEM #: 3

INITIATED BY: Andrew Rodewald

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets



TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY
FROM: ANDREW RODEWALD, PROJECT MANAGER
SUBJECT: DUKE UTILITY REIMBURSEMENT AGREEMENT
PLEASANT STREET PHASE 2
DATE: SEPTEMBER 12, 2023

As a part of the Pleasant Street Phase 2 project, Duke will be required to relocate their utilities along the corridor. One affected area is the substation located at 16th Street, in front of Street Department facilities. While the substation itself is not moving, a significant number of poles and lines outside of that are necessary to relocate. This equipment is directly tied to the substation property, and is thus eligible for reimbursement. As a result, the City will be responsible for the associated cost of the work in the amount of \$417,842. The attached agreement and supplemental information covers these costs.

I recommend the Board of Public Works approve the Utility Relocation Agreement with Duke Energy for Pleasant Street Phase 2.

City of Noblesville
Pleasant Street - Phase 2
Duke Reimbursable Location



UTILITY REIMBURSEMENT AGREEMENT

(City of Noblesville – Pleasant Street Phase 2)

THIS AGREEMENT, made and effective this _____ day of _____, 20___, is by and between **Duke Energy Indiana, LLC**, an Indiana limited liability company (hereinafter referred to as “DEI”), and **City of Noblesville** in Indiana (hereinafter referred to as “the Local Government”).

WITNESSETH:

WHEREAS, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, **Pleasant Street** in **Noblesville**, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities on its fee owned property and near or adjoining **Pleasant Street**, all of which are more particularly depicted or described on the attached Exhibit “A” (hereinafter referred to as “the Utility Facilities”); and

WHEREAS, the Local Government needs to make certain improvements to or within **Pleasant Street**, and the Local Government and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by the Local Government; and

WHEREAS, the Local Government has acquired or will acquire at the expense of the Local Government, a relocation area which is located upon public road right of way, which relocation area DEI has determined is suitable and is hereinafter referred to as “said relocation area”; and

WHEREAS, the Local Government has requested DEI to relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit “A;” and

WHEREAS, DEI is willing to relocate the Utility Facilities to said relocation area; provided that the Local Government reimburses DEI for the costs incurred by DEI to do so; and

WHEREAS, the Local Government is willing to reimburse DEI for such costs subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises from, to and between DEI and the Local Government, hereinafter contained, DEI and the Local Government do hereby agree to and with each other, as follows:

SECTION I. DEI will relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimated cost thereof is **\$417, 842.00** as shown on the attached Exhibit "B".

SECTION II. The Local Government shall reimburse DEI for the actual costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. Said statement shall include supporting documentation to substantiate the claim. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Government to support such invoice. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

SECTION III. DEI shall not start the Work until the following has occurred:

(a) written notice has been given to DEI by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way has been acquired for the Work,

(b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100 foot intervals with station markings,

(c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEI, and

(d) the Local Government and DEI have executed this Agreement.

SECTION IV. DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

SECTION V. DEI shall indemnify and hold harmless the Local Government 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 arising out of the Work (hereafter "Claim"); provided, however, that where the Local Government is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless the Local Government.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective the date first above written.

DUKE ENERGY INDIANA, LLC

(Signature)

(Name, Printed or Typed)

(Position)

City of Noblesville, Board of Public Works and Safety

By: _____
Printed Name: Jack Martin
Printed Title: President
Dated: _____

By: _____
Printed Name: Robert J. Elmer
Printed Title: Member
Dated: _____

By: _____
Printed Name: John Ditslear
Printed Title: Member
Dated: _____

By: _____
Printed Name: Rick L. Taylor
Printed Title: Member
Dated: _____

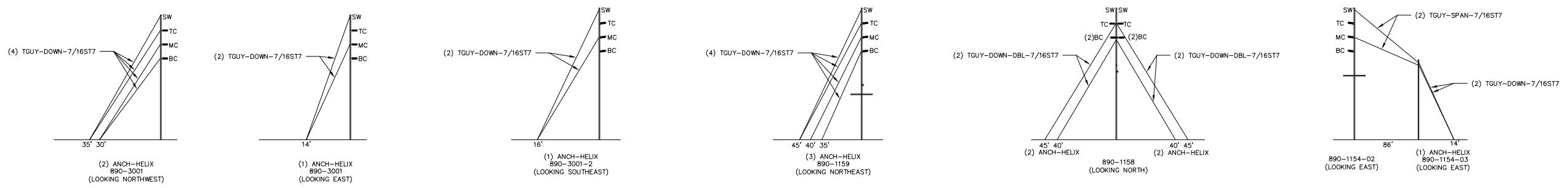
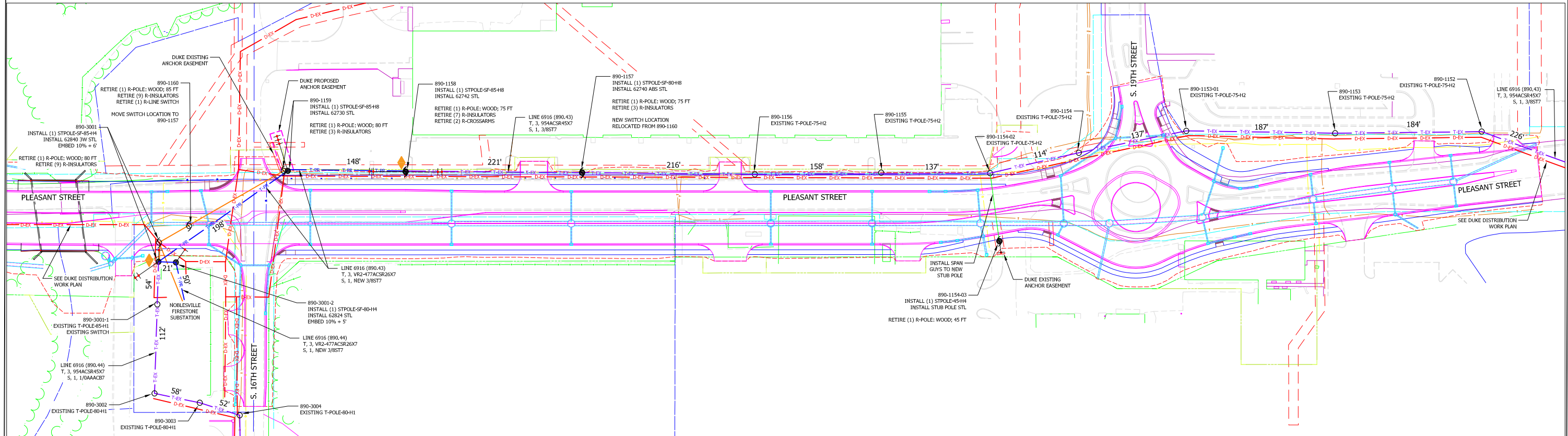
By: _____
Printed Name: Laurie Dyer
Printed Title: Member
Dated: _____

Attest:

Evelyn L. Lees Clerk

EXHIBIT A - NOT FOR CONSTRUCTION

Construction Limits	Fence	Proposed Span Guy
Proposed Sidewalk	Water Line	Duke Proposed Anchor Easement
Edge of Proposed Pavement/Curb	Gas Line	Existing Transmission Pole
Edge of Existing Pavement	Telephone Line	Install Pole
Existing R/W	Buildings	Remove Pole
Proposed ROW	Remove Transmission Line	Remove & Install Pole
Proposed ROW-TEMP	Existing Transmission	Install Guying Anchor
Property Line	T-PR Proposed Transmission	Conductor/OHGW Change
Existing Easement	D-EX Existing Distribution	



12601 SCIENCE DR
ORLANDO FL 32826
PHONE (407) 352-0803
C2486917

***SEE POLE-TO-POLE FOR FRAMING ORIENTATIONS AND OTHER CONSTRUCTION DETAILS**



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SPANS ID:
2308DEI0085LVL = LEVEL 3
2308DEI0092ZAO = ZAYO BANDWIDTH
2308DEI0105FBT = FIBERTECH NETWORKS LLC
2308DEI0107ATT = AT&T

OPERATING UNIT: VSIN
AREA: NORTH
CIRCUIT NUMBER: 6916
DISTRICT: NOBLESVILLE
COUNTY: HAMILTON
TOWNSHIP: NOBLESVILLE
TAX CODE: TC 29013

FUNDING PROJECT NUMBER: M220009
DPI: M22000901
MAXIMO W/O: 46184060
DUKE CONTACT NAME: ZACH BOSTON
DUKE CONTACT NUMBER: 317-838-1053

NO.	DATE	REVISION	DRFT.	ENGR.
0	06/09/23	EXHIBIT A	ZB	ZB
1	08/03/23	EXHIBIT A	ZB	ZB



TITLE: PLEASANT STREET - PHASE II RELOCATION
CIRCUIT NUMBER - 6916
LINE IDENTS - 890.43 & 890.44
LOCATION: NOBLESVILLE, IN
MIDWEST TRANSMISSION LINE
SCALE: N/A
REV: 1
DWG NO: SHEET 1 OF 1

Funding Project Name	6916 Noblesville Pleasant St Phase 2 Relo	FP Number	M220009	Color Key for Data Entry
Detail Project Name	6916 Noblesville Pleasant St			Estimator
Detail Project Description				Formula Cells (Do not change)
Estimate Prepared by	Bryant Buccl	Date Entered:	09-Aug-23	Date Revlsd:
Detail Project Number	M22000901			

CBS Cost Check	\$417,585.60
LD01	\$683.04
LD02	\$24,304.56
LD04	\$542.69
ED03	\$1,513.20
PE	\$1,000.00
Check CLRLN2	\$1,320.00
SPO2	\$1,000.00
LA01	\$0.00
LA03	\$0.00
LA04	\$25,000.00
MA01	\$100,272.08
Check CLRLN1	\$0.00
LNFD	\$0.00
LNSW	\$196,480.87
LNRM	\$41,495.52
L54100 CN (Oversight)	\$16,256.00
TL	\$0.00
REST	\$4,500.00
OM06	\$2,503.64
OM08	\$0.00
PM	\$528.00
CLLN	\$186.00

(A) Cost of Property Additions

CBS	Material Categories	Quantity	Cost w/ Tax
MAT01	L71728 Conductor	1,668	\$2,525
MAT01	L71722 OPGW	0	\$0
MAT01	L71752 Pole Foundations	0	\$0
MAT01	Towers	0	\$0
MAT01	Switches	1	\$14,300
MAT01	L71724 Light Duty Steel Poles	6	\$51,613
MAT01	L71748 Engineered Steel Poles	0	\$0
Package Material		Subtotal (Specific Materials)	\$68,868
MAT01	L71722 Line Package Material		\$31,405
Subtotal (Package Material)			\$31,405
Total Material Purchases			\$100,272

Labor and Allocated Expenses Engineering

	Hours	Cost	Dur	Estimator Comments
DE Internal Tline	40			
LD01 IL L30600 Tline Conceptual Design	16	\$683	31	
LD02 IL L31700 Tline Detailed Engineering	24	\$1,025	31	
LD04 IL L54000 Tline Support During Construction	1	\$43		
LD02 CL L71732 Tline Contracted Engineering		\$3,290	31	
TLine Engr Total		\$25,030		
DE Internal Sys Prot	40			
ED03 IL L41000 System Protection	40	\$1,513	10	
System Prot Total		\$1,513		
Total Engineering Costs		\$26,543		
Total Engineering Contract Cost		\$23,280		

Construction Labor and Contracted

	Hours	Cost	Units Per Day	Dur	Estimator Comments
LNSW IL L54200 TLine Substation Crew DE Internal	80	\$3,062	10	8	
LNSW NL L71736 TLine Internal Crew Vehicle		\$520		8	
LNSW NL L71736 Par Diem	1,158	\$15,049			
LNSW NL L71736 Mobilization	50	\$8,250			
LNSW NL L71736 TLine Construction Contract Non Labor (Rentals other than equip)		\$12,000		8	Hydro Vac
LNSW NL L71736 TLine Construction Contract Material		\$5,000		8	Backfill
LNSW NL L71736 TLine Construction Contract Equipment		\$40,000		8	
LNSW NL L71736 TLine Construction Contract Labor	800				
LNSW CL L71736 Labor factor	1.00	\$89,600	100	8	
CN CL L71736 TLine Construction Contractor Contracted Oversight	80	\$12,800	10	8	
Total TLine		\$186,281			
LNFD IL L54250 Foundation Substation Crew DE Internal	0	\$0	10	0	
LNFD NL L71734 Foundation Internal Crew Vehicle		\$0		0	
LNFD NL L71734 Foundation Construction Contract Non Labor (Rentals other than equip)		\$0		0	
LNFD NL L71734 Foundation Construction Contract Material		\$0		0	
LNFD NL L71734 Foundation Construction Contract Equipment		\$0		0	
LNFD NL L71734 Foundation Construction Contract Labor		\$0		0	
LNFD CL L71734 Labor factor	1.00	\$0	100	0	
CN CL L71734 Foundation Construction Contractor Contracted Oversight	0	\$0	10	0	
Total Foundation		\$0			
TL IL S40050 Telecommunications Engineering DE Internal	0	\$0			
TL IL S53000 Telecom Technician DE Internal	0	\$0	8		
TL NL S53000 Telecom Construction Contract Non Labor (Rentals other than equip)		\$0			
TL NL S53000 Telecom Construction Contract Material		\$0			
TL NL S53000 Telecom Construction Contract Equipment		\$0		8	
TL NL S53000 Telecom Construction Contract Labor		\$0			
TL CL S53000 Labor factor	1.00	\$0	8		
CN CL S53000 Telecom Contractor Contracted Oversight	0	\$0	8		
TL IL S53100 Test Telecom	0	\$0			
Total Telecom		\$0			

Total Construction Install Costs	\$186,281
Contract Construction Labor & Equip	\$129,600
Contract Oversight	\$12,800
Contract NonLabor/Mat	\$17,000
Total Construction Contract	\$159,400

	Hours	Cost	Units Per Day	Dur	Estimator Comments
CLRLN1 CL L71740 Vegetation Contract 70% 30%		\$0	5000	0	\$0.00
CLRLN1 CL L71740 Vegetation Const Access Contract		\$0	1250	0	
LA04 NL L30100 Route Survey	0	\$0	16		
LA04 NL L32440 LIDAR Survey	200	\$20,000	16		
LA04 NL L50350 Staking Survey	53	\$5,000	16		
LNSW NL L71736 Traffic Control		\$8,000			
LA01 NL L31350 Line Rights of Way		\$0			INSTALL ONLY, SEE BELOW FOR RETIREME
REST NL L61600 Damages		\$4,500	1000		INSTALL ONLY, SEE BELOW FOR RETIREME
CLRLN2 NL L50375 Environmental Site Work/SWPPP		\$1,320			INSTALL ONLY, SEE BELOW FOR RETIREME
SPO2 NL L31200, L31900, L33400 Environmental Permit Acquisition - Army Corp		\$0			
SPO2 NL L31200, L31900, L33400 Environmental Permit Acquisition - Cultural Resources		\$0			
SPO2 NL L31200, L31900, L33400 Environmental Permit Acquisition - Floodway		\$0			
SPO2 NL L31200, L31900, L33400 Environmental Permit Acquisition - Listed Species		\$0			
SPO2 NL L31200, L31900, L33400 Environmental Permit Acquisition - SWPPP		\$1,000			
SPO2 NL L31200, L31900, L33400 OPSB Permit		\$0			
LD04 NL L40000 Railroad Permit		\$0			
LD04 NL L40100 Highway Permits		\$500			
LD02 NL L71732 Soil Borings		\$0			
PE NL L30300, L50300, L61700 Public Engagement		\$1,000			
LNSW NL L71736 Matting		\$12,000			
LNSW NL L71736 Construction Access		\$3,000			INSTALL ONLY, SEE BELOW FOR RETIREME
Total Misc		\$56,320			
Total Install (Matl, Engr, Const, Misc)		\$369,416			

Construction Labor and Contracted Removal/Retirement

				Hours	Cost	Units Per Day	Dur	Estimator Comments
LNRM	IL	L54350	TLine Substation Crew	DE Internal	20	\$768	10	
LNRM	NL	L71738	TLine Internal Crew Vehicle			\$130	2	
LNRM	NL	L71738	TLine Construction Contract	Non Labor (Rentals other than equip)		\$0	2	
LNRM	NL	L71738	TLine Construction Contract	Material		\$5,000	2	Backfill
LNRM	NL	L71738	TLine Construction Contract	Equipment		\$11,200	2	
LNRM	NL	L71738	TLine Construction Contract	Labor	200			
LNRM	CL	L71738	TLine Construction Contractor	Labor factor	1.00	\$22,400	100	
CN	CL	L71738	TLine Construction Contractor	Contracted Oversight	20	\$1,200	10	
Total Tline Retire						\$42,696		

				Hours	Cost	Units Per Day	Dur	Estimator Comments
LNRM	NL	L71738	Traffic Control		\$2,000			
LNRM	NL	L71738	Damages		\$0	1000		
LNRM	NL	L71738	Environmental Site Work/SWPPP		\$0			
LNRM	NL	L71738	Matting		\$0			
LNRM	NL	L71738	Construction Access		\$0			
Total Misc						\$2,000		

Total Retirement (Const, Misc) \$44,696

Construction Labor and Contracted O&M

				Hours	Cost	Units Per Day	Dur	Estimator Comments
OM06	IL	L71710	TLine Substation Crew	DE Internal	2	\$61	24	
OM06	NL	L71742	TLine Internal Crew Vehicle			\$10	0	
OM06	NL	L71742	TLine Construction Contract	Non Labor (Rentals other than equip)		\$0	0	
OM06	NL	L71742	TLine Construction Contract	Material		\$0	0	
OM06	NL	L71742	TLine Construction Contract	Equipment		\$640	0	
OM06	NL	L71742	TLine Construction Contract	Labor	16			
OM06	CL	L71742	TLine Construction Contractor	Labor factor	1.00	\$1,792	100	
CN	CL	L71742	TLine Construction Contractor	Contracted Oversight	2	\$256	10	
OM08	CL	L71744	Vegetation Contract		\$0	5000	0	
Total Tline O&M						\$2,760		

Total Install & Retire Cost			\$415,082
Direct Capital Dollars	Direct O&M Dollars	Total Direct Cost	
\$415,082	\$2,760	\$417,842	

Project Totals(Capital)	\$417,686
Eng	\$63,767
Mat	\$100,272
Const (Install)	\$219,657
Const (Retire)	\$41,496
Const (O&M)	\$2,604

Tax Pct
7%

Reimbursable	Yes
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TRANSMISSION LINE MATERIAL	Total Cost w/ Tax
Trans Line Pkg Material	\$29,350
	\$31,405

Trans Conductor	Ft x 3	Unit Cost/ft	Total Cost	Total Cost w/ Tax
477ACSR26x7 Hawk	1,251	\$1.62	\$2,027	\$2,168
954ACSR45x7 Rail	0	\$2.63	\$0	\$0
Other Trans Conductor	0	\$0.00	\$0	\$0
750CUEPRJDI15	0	\$15.14	\$0	\$0
2500kCM CU EPR 138kV (UG)	0	\$65.00	\$0	\$0
3/8 Static Wire - OH/KY	417	\$0.80	\$334	\$357
	1,668		\$2,360	\$2,525

OPGW	Ft	Unit	Total Cost	Total Cost
OPGW AFL-Teleco DNO-7721	0	\$4.50	\$0	\$0

Switches	Qty	Unit Cost	Total Cost	Total Cost w/ Tax
Transmission	1	\$13,766	\$13,766	\$14,730

Towers	Qty	Unit Cost	Total Cost	Total Cost w/ Tax
Lattice 69kV	0	\$0	\$0	\$0
Lattice 138kV	0	\$0	\$0	\$0
Lattice 230kV	0	\$0	\$0	\$0
Lattice 345kV	0	\$0	\$0	\$0
Lattice 500kV	0	\$0	\$0	\$0
	0		0	0

Foundations	Qty	Unit Cost	Total Cost	Total Cost w/ Tax
(Dia x Depth)	0	\$0	\$0	\$0
(Dia x Depth)	0	\$0	\$0	\$0
(Dia x Depth)	0	\$0	\$0	\$0
(Dia x Depth)	0	\$0	\$0	\$0
(Dia x Depth)	0	\$0	\$0	\$0
(Dia x Depth)	0	\$0	\$0	\$0
(Dia x Depth)	0	\$0	\$0	\$0
	0		0	0

Material Revision Date: 26-May-22

Light Duty Steel Pole Size/Class	Qty	Cost per Pole	Total Cost	Total Cost w/Tax
65 H1	0	\$0	\$0	\$0
65 H4	0	\$0	\$0	\$0
70 H1	0	\$0	\$0	\$0
70 H4	0	\$0	\$0	\$0
75 H1	0	\$0	\$0	\$0
75 H4	1	\$8,215	\$8,215	\$8,790
75 H8	0	\$0	\$0	\$0
80 H1	0	\$0	\$0	\$0
80 H4	2	\$8,647	\$17,294	\$18,505
80 H8	0	\$0	\$0	\$0
85 H1	0	\$0	\$0	\$0
85 H4	2	\$9,079	\$18,158	\$19,429
85 H8	0	\$0	\$0	\$0
90 H1	0	\$0	\$0	\$0
90 H4	0	\$0	\$0	\$0
90 H8	0	\$0	\$0	\$0
95 H4	0	\$0	\$0	\$0
95 H8	0	\$0	\$0	\$0
100 H4	0	\$0	\$0	\$0
100 H8	0	\$0	\$0	\$0
105 H4	0	\$0	\$0	\$0
105 H8	0	\$0	\$0	\$0
110 H4	0	\$0	\$0	\$0
110 H8	0	\$0	\$0	\$0
120 H4	0	\$0	\$0	\$0
120 H8	0	\$0	\$0	\$0
Stub Pole	1	\$4,569	\$4,569	\$4,889
115 H4 Radio Pole	0	\$0	\$0	\$0
(add additional LD Poles here)				
(add additional LD Poles here)				
(add additional LD Poles here)				
(add additional LD Poles here)				
	6		48,236	51,613

Engineered Steel Pole Size/Class	Qty	Cost per Pole	Total Cost	Total Cost w/Tax
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$2,000	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
	0		0	0

H-Pole	Qty	Cost per Pole	Total Cost	Total Cost w/Tax
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$500	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
(add additional material here)	0	\$0	\$0	\$0
	0		0	0

Utility Acct	Install Labor	Labor-R	Matl Amount	Matl PCT	Totals
35400	\$0	\$0	\$0	0%	\$0
35500	\$140,682	\$21,359	\$51,613	51%	\$213,653
35600	\$132,633	\$20,137	\$48,660	49%	\$201,429
	\$273,314	\$41,496	\$100,272	100%	\$415,082

Towers
Poles, FND
Wire, Switches, Pkg Matl

Enter Direct	
Tim Tool Estimate	
Internal Labor	\$ 7,152
Contract Labor	\$ 153,328
Material	\$ 100,272
Non-Labor(Contract and Internal)	\$ 156,120
Total Direct Costs	\$ 416,872

ERE

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