

December 2023
Standard Agreement
Work by Utility
**CITY OF NOBLESVILLE
UTILITY AGREEMENT**

Agreement Amount: \$138,573.68 Des No: 2200126
Agreement Type: Reimbursement Proj No: 2200126
Work Description: Utility Relocation County: Hamilton County
Road: 141st St & Promise Rd.

This Agreement, made and entered into, by and between

Indiana Gas Company, Inc. an Indiana corporation doing business as CenterPoint Energy North
1 North Main Street
Evansville, IN 47711

(hereinafter referred to as the Utility,) and the City of Noblesville, together referred to as the Parties.

WITNESSETH:

WHEREAS, the City of Noblesville desires to make improvements to Smith Valley Rd & Woodmen Blvd as referenced by the Des No. and Project No. given above (hereinafter referred to as the “project”); and

WHEREAS, due to said construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit “A” attached hereto and incorporated by reference; and

WHEREAS, the City of Noblesville has determined the Utility to be eligible for reimbursement; and

WHEREAS, the City of Noblesville will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to the City of Noblesville under Title 23, United States Code and Acts amendatory thereof and supplementary thereto; and

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm> on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement; and

WHEREAS, it is in the best interest of the Utility and the City of Noblesville for the

Utility to make the necessary adjustments, removals, alterations, and/or relocations of its existing facilities, as shown on said Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility with the approval of the City of Noblesville as provided for under 23 CFR 645.115.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and the adequacy of consideration as to each of the parties to this agreement is hereby mutually acknowledged, and other good and valuable considerations, the receipt is hereby acknowledged and intending to be legally bound the Parties hereby covenant and agree as follows:

SECTION 1 – DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall: Relocate the Utility facilities to the said relocation area, as depicted or described on Exhibit "A".

The Utility shall: make the necessary adjustments, removals, alterations and/or relocations to its existing facilities as further shown in Exhibit "A", attached hereto and incorporated by reference in the following manner:

- With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.
- By an approved contractor, as set forth in 23 CFR 645.109 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached exhibit "B", incorporated by reference, and prepared in accordance with the Policy Guide.

Exhibit "B" shall include an itemized estimate of all anticipated cost, including, but not limited to, materials, labor, equipment cost, preliminary and construction engineering cost, administrative cost, eligible property cost, and/or contracted services. Each item shall be shown as a 'per unit' cost.

SECTION 2 – WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this Agreement until written authorization has been given the Utility by the City of Noblesville or until a satisfactory starting date has been established with the appropriate District Utility Engineer.

SECTION 3 – SUBORDINATION OF RIGHTS

- ✓ The existing facilities are located on public right-of-way.
- The existing facilities are not located on public right-of-way

If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this Agreement, shall subordinate the Utility's rights herein to those of the City of Noblesville in the local right of way by executing a subordination Agreement.

SECTION 4 – MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by the City of Noblesville.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans and estimate, the Utility shall inform the City of Noblesville as soon as practical upon discovery. The Utility shall also notify the City of Noblesville of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the following address:

City of Noblesville
Alison Krupski, City Engineer
16 S 10th St
Noblesville, IN 46060
317-776-6330

Said communication shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

SECTION 5 – PAYMENTS

All payments shall be made in arrears in conformance with City of Noblesville fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the City of Noblesville. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20.

SECTION 5 (A) – STANDARD PAYMENT METHOD

The City of Noblesville shall reimburse the Utility for any item of work or expense involved if performed at the written direction of the City of Noblesville. The City of Noblesville shall reimburse the Utility for actual cost of the work completed upon presentation of a valid invoice.

This Utility may submit one invoice per calendar month for work covered by this agreement. The Utility shall attach an itemization of cost incurred with each invoice. This itemization of cost shall appear in the same form and manner as the preliminary estimate as shown on Exhibit “B”.

Within forty-five (45) days after receipt of a valid invoice from the Utility and the approval thereof by the City of Noblesville, the City of Noblesville will reimburse the Utility for its actual expenses. If the City of Noblesville does not agree with the amount invoiced by the Utility, the City of Noblesville will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility’s address as shown on page 1 of this agreement, or such subsequent address that the Utility may give to the City of Noblesville’s authorized representative.

Making a partial payment shall not abrogate the City of Noblesville’s right to dispute in good faith the Utility’s claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility’s final contract invoice and the resolution of any audit performed according to Section 8 of this agreement.

SECTION 5 (B) – LUMP SUM PAYMENT METHOD

The Utility may elect to petition the City of Noblesville for payment of relocation expenses by Lump Sum. Such petition shall include Exhibits “A” and “B” along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by such payment method.

The City of Noblesville may make payment by lump sum if the total cost for relocation does not exceed \$100,000.00. Lump sum payments in excess of \$100,000.00 will be made only if in the best interest of the public in accordance with 23 CFR 645.113(f) and approved by the City of Noblesville.

If a lump sum payment is approved, the Utility shall submit one Contract Invoice no later than ninety (90) days after relocation work is completed. The City of Noblesville shall issue reimbursement within forty-five (45) days after receipt of a valid Contract Invoice. No amount in excess of agreed amount in Exhibit “B” shall be reimbursed.

SECTION 6 – COST INCREASES

An invoice that increases the total invoiced project cost above the amount shown in Exhibit “B” shall not be approved until the City of Noblesville has issued another purchase order or an advice of change (AC) order to cover the increased cost of relocation. If the invoice causes the total invoiced project cost to exceed the amount shown in Exhibit “B” by more than 10%, the invoice shall not be approved until the Utility submits a revised estimate and justification for the additional cost of relocation. The Utility acknowledges that until the above conditions are met the City of

Noblesville may return any invoice submitted by the Utility which when totaled with previous invoices paid (or to be paid) by the City of Noblesville exceeds the amount shown in Exhibit "B" by more than 10%.

The City of Noblesville shall make every effort to expedite the payment of any approved cost increase above the amount originally agreed upon.

SECTION 7 – FINAL BILL

The utility shall present its final contract invoice accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final contract invoice. 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 City of Noblesville to support such invoice.

SECTION 8 – RECORDS

The accounts and records of the Utility and any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Utility shall thereafter continue to maintain the accounts and records until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Upon completion of the Utility's work, the City of Noblesville may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with the City of Noblesville's resolution of the final audit. If additional money is due the Utility, the City of Noblesville shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by the City of Noblesville. If the audit resolution shows that the Utility has been overpaid, the City of Noblesville shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay the City of Noblesville within forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five (45) days, the City of Noblesville may offset such amount against claims that the Utility has against the City of Noblesville.

SECTION 9 – BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION 10 – GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the City of Noblesville against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter “Claim”), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the City has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless the City of Noblesville.

SECTION 11 – INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 12 – PENALTIES / INTEREST / ATTORNEY’S FEES

The City of Noblesville will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney’s fees, except as required by Indiana law.

SECTION 13 – COMPLIANCE WITH LAWS; APPLICABLE LAW

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this Contract are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this Contract shall be reviewed by the City of Noblesville and the UTILITY to determine whether the provisions of this Contract require formal amendment.

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION 14 – COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by IC 5-22-3-7:

- (1) The UTILITY and any principals of the UTILITY certify that
 - (A) The UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations], or

- (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) The UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
 - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) Will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

SECTION 15 – CONFLICT OF INTEREST

- A. As used in this section:
 - "Immediate family" means the spouse and the unemancipated children of an individual.
 - "Interested party," means:
 - 1. The individual executing the Contract;
 - 2. An individual who has an interest of three percent (3%) or more of UTILITY, if UTILITY is not an individual; or
 - 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
 - "Commission" means the State of Indiana Ethics Commission.
- B. The City of Noblesville may cancel this Contract without recourse by UTILITY if any interested party is an employee of the City of Noblesville.
- C. The City of Noblesville will not exercise its right of cancellation under section B above if the UTILITY gives the City of Noblesville an opinion by the Commission indicating that the existence of this Contract and the employment by the City of Noblesville of the interested party does not violate any statute or code relating to ethical conduct of the City of Noblesville employees. The City of Noblesville may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.
- D. UTILITY has an affirmative obligation under this Contract to disclose to the City of Noblesville when an interested party is or becomes an employee of the City of Noblesville. The obligation under this section extends only to those facts that UTILITY knows or reasonable could know.

SECTION 16 – DRUG-FREE WORKPLACE CERTIFICATION

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the City of Noblesville within ten (10) days after receiving actual notice that an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of contracting opportunities with the City of Noblesville for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of \$25,000.00, UTILITY hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the INDOT of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the UTILITY and made a part of the contract or agreement as part of the contract documents.

The UTILITY certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the UTILITY's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the UTILITY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- C. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the UTILITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the City of Noblesville within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily

participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

SECTION 17 – FUNDING CANCELLATION CLAUSE

When the City of Noblesville makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, the Contract shall be canceled. A determination by the City of Noblesville that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

SECTION 18 – NON-DISCRIMINATION

- A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- B. The UTILITY understands that the City of Noblesville is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the City of Noblesville and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

SECTION 19 – DEBARMENT AND SUSPENSION

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the City of Noblesville. The term “principal” for the purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the UTILITY.

SECTION 20 – CERTIFICATIONS FOR FEDERAL-AID CONTRACTORS LOBBYING ACTIVITIES

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Local or Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

SECTION 21 - APPROVAL OF CITY

This Agreement shall not be effective unless and until it is approved by the City of Noblesville or an authorized representative, as to form and legality.

SECTION 22 - ETHICS

The UTILITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the City, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the UTILITY is not familiar with these ethical requirements, the UTILITY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the UTILITY or its agents violate any applicable ethical standards, the City may, in its sole discretion, terminate this contract immediately upon notice to the UTILITY. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

SECTION 23 – NON-COLLUSION

The undersigned attests, subject to the penalties for perjury, that he/she is the contract party, or that he/she is the representative, agent, member or officer of the UTILITY that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

SECTION 24 – BUILD AMERICA, BUY AMERICA ACT

The Utility agrees that all steel, iron, manufactured products and construction material permanently incorporated into the project and used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of 23 CFR 635.410 and Infrastructure Investment and Jobs Act (IIJA, Public Law 117-58, Title IX-Build America, Buy America, div. G §§ 70901-52) on November 15, 2021, and Federal Memorandum M-22-11.

----- Remainder of Page Intentionally Left Blank-----

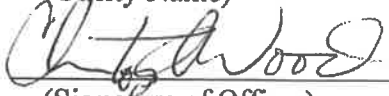
IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

INDIANA GAS CO., INC.

dba CENTER POINT ENERGY NORTH

(Utility Name)



(Signature of Officer)

3-18-24

Date

CHRISTOPHER A. WOOD

(Officer's Name, Printed or typed)

MGR.

ENGINEERING MANAGER

(Officer's Position)

MGR.

I understand and agree that by electronically signing and submitting this Contract electronically I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the City until it has been approved by the City of Noblesville.

-----Remainder of Page Intentionally Left Blank-----

CITY OF NOBLESVILLE

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this
9th day of April 2024.



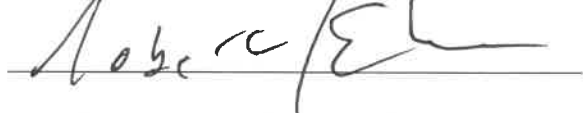
JACK MARTIN, PRESIDENT



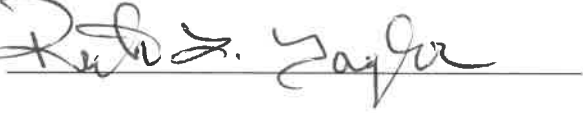
JOHN DITSLEAR, MEMBER



LAURIE DYER, MEMBER



ROBERT J. ELMER, MEMBER



RICK L. TAYLOR, MEMBER

ATTEST:



EVELYN L. LEES, CLERK

CITY OF NOBLESVILLE, INDIANA



Date: 5/12/2023

Subject:

Utility Relocation Work Plan for:	CenterPoint Energy
Facility Type:	Natural Gas Distribution

Section 1: General Information

A. Project Information

1. Route Number:	141 st and Promise
2. Location:	Intersection of 141 st and Promise in Noblesville, IN
3. Work Type:	Intersection Improvement with a roundabout
4. Letting Date:	December 13, 2023
5. Date Work Plan Needed	February 13, 2022
6. Target Date for Utility to be out of conflict with Project	March 1, 2024
Intermediate Phase	N/A
Intermediate Phase	N/A

B. Utility Designated Contact – Information

1. Designated Contact Name:	Jon Eastham
2. Office telephone:	765-287-2119
3. Mobile telephone:	765-212-4679
4. Email address:	Jonathan.eastham@centerpointenergy.com
5. Agency name	CenterPoint Energy
6. Address:	1800 W. 26 th Street
7. City, State, Zip Code:	Muncie, IN 47302
8. Construction Emergency Contact:	
Name:	CenterPoint 24 Hr Call Center
Number:	1-800-227-1376

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item “(C)” fulfills the requirement to complete the rest of this form and affirms their contact information above is correct



D. Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Andrew J. Wolf, PE
2.	Office Telephone:	317-780-1555 x124
3.	Mobile Telephone:	317-373-5553
4.	Email Address:	awolf@crossroadengineers.com
5.	Agency Name:	CrossRoad Engineers, PC
6.	Address:	115 N 17 th Ave
7.	City, State, Zip Code	Beech Grove, IN 46107

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.

Active:

- **8" Medium Pressure Steel Distribution Gas Main**
- **4" Medium Pressure Plastic Distribution Gas Main**
- **6" Medium Pressure Plastic Distribution Gas Main**

B. Describe the location of existing active and inactive facilities.

Active:

- **8" Medium Pressure Steel Distribution Gas Main**
 - o **Along the West side of Promise Rd from Sta. 33+00 ("B") to Sta. 40+00 ("B") in CenterPoint Energy Easement**
- **4" Medium Pressure Plastic Distribution Gas Main**
 - o **Along the South side of 141st St from Sta. 15+05 ("A") to Sta. 18+00 ("A")**
- **6" Medium Pressure Plastic Distribution Gas Main**
 - o **Along the South side of 141st St from Sta. 12+00 ("A") to Sta. 15+05 ("A")**

C. Describe what will be done with existing active and inactive facilities.

Active:

- **8" Medium Pressure Steel Distribution Gas Main**
 - o **Retire from approx. Sta. 34+26 ("B") to Sta. 36+74 ("B")**
- **4" Medium Pressure Plastic Distribution Gas Main**
 - o **Retire from Sta. 15+05 ("A") to Sta. 17+31 ("A")**
- **6" Medium Pressure Plastic Distribution Gas Main**
 - o **Retire from Sta. 14+05 ("A") to Sta. 15+05 ("A")**

D. Describe the details of the proposed new facilities.

See attached drawings. Please note the existing 8" MP STL main is currently in easement and approximately 480' of the proposed 8" relocation will be reimbursable.



E. Describe the proposed location of the new facilities.

***All new main to be installed at a depth of 5' below proposed grade in pavement, 3' below proposed grade outside of pavement and 4' below proposed ditch cuts.**

***See attached relocation exhibits for more detail**

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <11/07/2022>

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

CenterPoint Energy's relocation is not dependent on the acquisition of additional property interests.

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

CenterPoint Energy & CenterPoint Energy contractors will complete any required relocation work.

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	30 Days*
B.	The expected lead time in calendar days to obtain materials:	60 Days*
C.	The expected lead time in calendar days to schedule work crews:	75 Days*
D.	If the contractor is being selected by competitive bid what is the date of selection?	TBD – final estimate will be completed once an approved



		work plan is received. Until then, CenterPoint will not and cannot pursue competitive bid opportunities
E.	The expected lead time in calendar days to obtain new property interests:	60 Days*
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	When NTP is issued.
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	75 Days* - Pending NTP issue date.

****All estimate dates are based upon CenterPoint Energy Engineering’s receipt of an approved work plan & notice-to-proceed. Until that takes place, materials cannot be obtained, and crew availability cannot be projected.**

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

1. Utility A, with a description of the required work.

CenterPoint’s relocation plan depends on proposed locations of all other existing utilities within the project area. In order for the aforementioned timeline to be valid, all conflicts must be resolved prior to construction.

Dig Law must be taken into consideration when identifying dependencies between the relocation of all facilities. Utilizing hand excavation methods, vac trucks, etc. must take place should the proximity of facilities deem it necessary.

2. Utility B, with a description of the required work.

N/A

3. Utility C, with a description of the required work.

N/A

B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department’s contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)]

1. Work item A

- **Permanent and Temporary R/W painting and Staking**
- **Proposed Storm Structure Staking in the vicinity of CenterPoint relocations**
- **Proposed Water Structure Staking in the vicinity of CenterPoint relocations**



2. Work item B

3. Work item C

C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: 30 Days pending the lead times in Section 5

D. The number of calendar days to complete the relocation work: 75 Days

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

See attached relocation plan.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

Approximately \$52,656.25

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

N/A

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A relocation permit from INDOT/LPA:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(Note: Double-click on box in Yes or NA to mark it with an "X")

Jonathan Eastham
Signature of Utility Representative

5/12/2023
Date

Jonathan Eastham
Utility Representative Name Printed

INDOT/LPA use only below this point ----- INDOT/LPA use only below this point

INDOT/LPA use only below this point ----- INDOT/LPA use only below this point



The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AJW
(1.b) is compatible with the project plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AJW
(1.c) is compatible with the construction schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AJW
(1.d) is compatible with other utility relocation work plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AJW
(2.a) has reasonable relocation scheme	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AJW
(2.b) has a reasonable cost for compensable work	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AJW

(Note: Double-click on box under Yes or N/A to mark it with an "X")


 Utility Coordinator Signature

7/27/2023
 Date

Andrew J. Wolf, PE

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

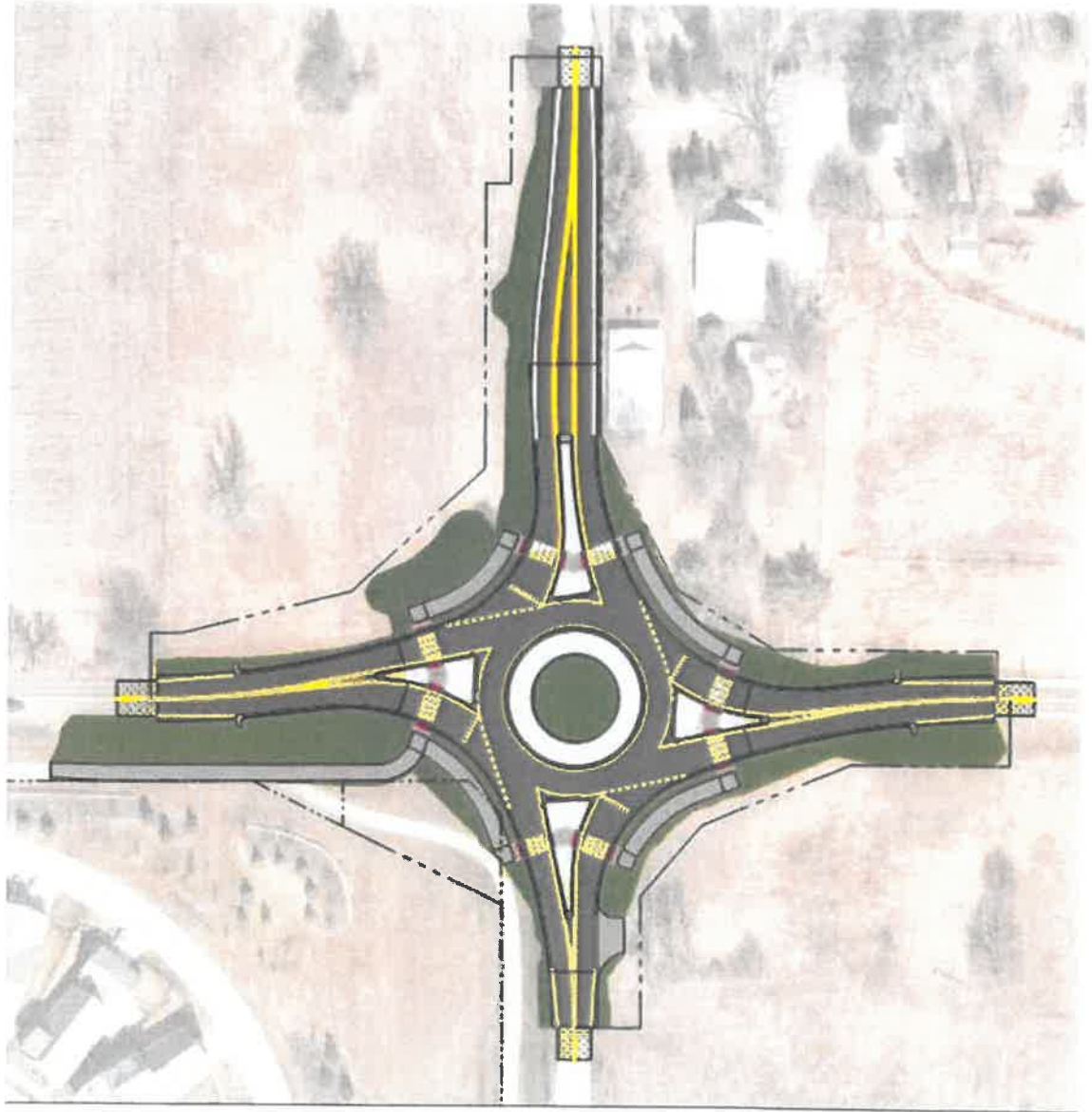
I have reviewed the work plan and have been made aware of the schedule and budget.


 Project Manager Signature (LPA Project – ERC Signature)

8/15/2023
 Date

James Hellmann
 Project Manager Name Printed (LPA Project – ERC Name Printed)

Exhibit of roundabout



**CITY OF NOBLESVILLE
ROUNABOUT AT
141st ST & PROMISE RD**



INDIANA DEPARTMENT OF TRANSPORTATION



ROAD PLANS

141st Street and Promise Road

PROJECT NO. 2200126 PE
2200126 R/W
2200126 CONSTR

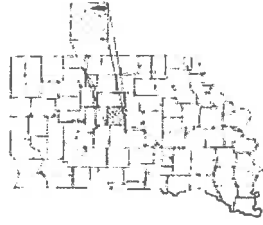
PROJECT NO. 2200126
CONTRACT NO. 6-4177

TRAFFIC DATA 141st Street Promise Road

ADVISOR: [blank]
DESIGNER: [blank]
DATE: [blank]
PROJECT NO.: [blank]
CONTRACT NO.: [blank]
SHEET NO.: [blank]

DESIGN DATA

DESIGN SPEED: [blank]
PROJECT COSTS: [blank]
FUNCTIONAL CLASSIFICATION: [blank]
TRAFFIC VOLUME: [blank]
TRAFFIC CONTROL: [blank]



PROJECT LOCATION SHOWN BY
HAMILTON COUNTY

LATITUDE: 39° 59' 36" N LONGITUDE: 85° 56' 17" W

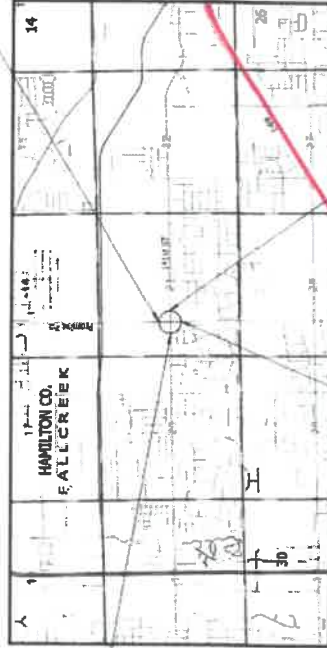
141ST STREET PROMISE ROAD

GROSS LENGTH: 0.10 MI. 0.12 MI.
NET LENGTH: 0.10 MI. 0.12 MI.
P/M/G GRADE: 4.37 % 1.00 %

STAGE 2 PLANS
OCTOBER - 2022

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2022
TO BE USED WITH THESE PLANS

Project Description
Intersection Reconstruction with a Roundabout on 141st Street and Promise Road
Located in Section 21 T-10-N, R-5-E, Fall Creek Township, Hamilton County, Indiana.



END CONSTRUCTION
STA. 39+20.98 'B'

SCALE:
1" = 200'

PLANS PREPARED BY: CROSSBORD ENGINEERS, P.C.
CHECKED BY: [blank]
DATE: [blank]

INDIANA DEPARTMENT OF TRANSPORTATION

PLANS PREPARED BY



CROSSBORD ENGINEERS, P.C.
115 S. 17th Avenue
Carmel, IN 46032
(317) 835-1000
CROSSBORDENGINEERS.COM

UTILITIES

AT&T - DISTRIBUTION
 240 N. Madison St., Room 1791
 Indianapolis, IN 46204
 Contact: Matt Spindler
 Ph: (317) 226-7043
 95971@att.com

CENTERPOINT ENERGY
 1800 W. 26th St.
 Huron, IN 47931
 Contact: Jon Eastman
 Ph: (765) 287-2119
 jon.eastman@centerpointenergy.com

DUKE ENERGY
 100 S. Mill Creek Rd.
 Indianapolis, IN 46164
 Contact: April Edwards
 Ph: (317) 638-1564
 april.edwards@duke-energy.com

DUKE ENERGY
 100 S. Mill Creek Rd.
 Indianapolis, IN 46164
 Contact: Dan McQuilly
 Ph: (317) 776-8320
 dan.mcquilly@duke-energy.com

INDIANA AMERIGON WATER
 Contact: Ryan Moore
 Ph: (317) 895-2104
 rmoore@iamwater.com

KCI
 460 International Pkwy
 Richardson, TX 75081
 Contact: Dean Boyers
 Ph: (469) 368-4238
 dean.boyers@kci.com

METRO FIBERNET, LLC
 3701 Communications Way
 Evansville, IN 47713
 Contact: Mark Decker
 Ph: (812) 253-2186
 mdecker@metrofiber.com

METRO FIBERNET, LLC
 3701 Communications Way
 Evansville, IN 47713
 Contact: Rick Bero
 Ph: (812) 213-1340
 rberob@metrofiber.com

ZAVO RAKONICZ
 722 N. 10th Street Rd.
 Indianapolis, IN 46214
 Contact: Weylon Higgins
 Ph: (765) 341-1199
 weylon.higgins@zavo.com

GENERAL NOTES

* The exact location of all utilities shall be field verified by the contractor prior to starting any work.
 * Sheet signs and rebar posts shall not be ordered until the exact number of signs and length of each post have been determined upon field verification.

INDEX

(DRAWINGS INDEX)

SHEET NO.	TITLE SHEET
1	TITLE SHEET
2	WORK SHEET AND GENERAL NOTES
3-4	TYPICAL CROSS SECTIONS
5	PLAT NO. 1
6	MAINTENANCE OF TRAFFIC
7-8	ROAD PLAN AND PROFILES
11-12	CONSTRUCTION DETAILS
13	GENERAL DETAILS
14	UTILITY DETAILS
15	STREET DETAILS
16-18	CURB RAMP DETAILS
19-20	UNDERDRAG DETAILS
21-22	PAVEMENT MARKING & SIGNING DETAILS
23-24	UTILITY PLAN
25-26	GROSS CONTROL DETAILS
27-29	SWAY ELEMENTS
30	CROSS SECTION SAMPLE LINE MAP
XG2-3E13	CROSS SECTIONS

REVISIONS

SHEET NO	DATE	REVISED

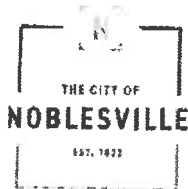


STG2

INDIANA DEPARTMENT OF TRANSPORTATION

INDEX

RECORDED FOR APPROVAL	ISSUED FOR PERMIT	PROJECT FILE
DECISION	DATE	NO. 200803
DISCUSS	DATE	NO. 200803
DISCUSS	DATE	NO. 200803



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 4/9/24 (put N/A if not submitting to BoW/Park Board)

Vendor name: CenterPoint Energy North

Vendor Address: 11552 1 N. Main Street, Evansville, IN 47711

Brief description of purchase: 141st/Promise RAB - Utility Relocation (EN-352)

Source of Funding:

- Current Year Operational Budget
- Subsequent Year Operational Budget¹
- Funding not yet finalized (attach explanation)²
- Loan or debt proceeds
- Non-Appropriated Fund³

Fund #	199	
Department #	026	
Project # (NA if no project #)	026.2201	
	Expense Object #	Amount
#1	413.100	\$ 27,714.74
#2		
#3		

- 1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.
- 2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.
- 3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- Yes Select for all purchases/contracts that will not be paid immediately
- No Select ONLY if department plans to initiate payment immediately

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

[Signature]
(Signature)

ALLISON KRUPSKI 4/9/24
(Printed Name) (Date)

Please email completed form to OFAbud.et@noblesville.in.us

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- Purchase Order Created
- Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)
- No Action Taken (Department should still include this form in purchase/contract approval submission)

PO # (if applicable): 240170

OFA Signature [Signature]

Comments:

Initials: HT

Date: 4/15/24

**PURCHASE ORDER
CITY OF NOBLESVILLE
16 SOUTH 10TH STREET STE 270**

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 0031216070010

FEDERAL EXCISE TAX EXEMPT
356001141

NOBLESVILLE IN 46060
PHONE: 317-776-6328
FAX: 317-776-6369

PURCHASE ORDER NO. 240170

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE.

SHIP TO:

TO **VENDOR # 11552
CENTERPOINT ENERGY NORTH
1 N MAIN STREET
EVANSVILLE IN 47711**

ATTN:

DATE 04/05/2024		DEPARTMENT ENGINEERING			SHIP TO ARRIVE BY		
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT	
199026413.100	1.0		141ST/PROMISE RAB UTILITY RELOCATION	026.2201	27714.74	27714.74	

ADDL DESC:EN-352

SHIP VIA	TOTAL 27714.74
----------	-----------------------

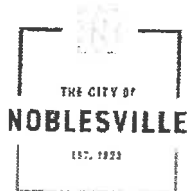
SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

PAYMENT

- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY *[Signature]*
TITLE _____ CONTROLLER



FINANCE & ACCOUNTING
Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 4/9/24 (put N/A if not submitting to BoW/Park Board)

Vendor name: CenterPoint Energy North

Vendor Address: 11552 1 N. Main Street, Evansville, IN 47711

Brief description of purchase: 141st/Promise RAB - Utility Relocation (EN-352)

Source of Funding:

- Current Year Operational Budget
Subsequent Year Operational Budget
Funding not yet finalized (attach explanation)
Loan or debt proceeds
Non-Appropriated Fund

Table with columns: Fund #, Department #, Project #, Expense Object #, Amount. Row 1: #1, 419.100, \$ 110,858.94

- 1) This option may only be selected AFTER the adoption of the subsequent year budget.
2) This option may only be selected in unusual circumstances.
3) These funds are not appropriated through the annual budget process.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- Yes Select for all purchases/contracts that will not be paid immediately
No Select ONLY if department plans to initiate payment immediately

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

(Signature)

ALISON KOUPSKI 4/4/24
(Printed Name) (Date)

Please email completed form to OFAbudget@noblesville.in.us

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- Purchase Order Created
Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

PO # (if applicable): 240171

OFA Signature

- No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments:

Initials: AA

Date: 4/5/24

**PURCHASE ORDER
CITY OF NOBLESVILLE
16 SOUTH 10TH STREET STE 270**

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 0031216070010

FEDERAL EXCISE TAX EXEMPT
356001141

NOBLESVILLE IN 46060
PHONE: 317-776-6328
FAX: 317-776-6369

PURCHASE ORDER NO. 240171

THIS NUMBER MUST APPEAR ON INVOICES, A/P VOUCHER, DELIVERY MEMO, PACKING SLIPS, SHIPPING LABELS AND ANY CORRESPONDENCE.

SHIP TO:

TO VENDOR # 11552
CENTERPOINT ENERGY NORTH
1 N MAIN STREET
EVANSVILLE IN 47711

ATTN:

DATE 04/05/2024	DEPARTMENT ENGINEERING	SHIP TO ARRIVE BY
--------------------	---------------------------	-------------------

APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
607026413.100	1.0		141ST PROMISE RAB UTILITY RELOCATION	026.2201	110858.94	110858.94
ADDL DESC:EN-352						


SHIP VIA	TOTAL 110858.94
----------	------------------------

SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

PAYMENT

- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY 
TITLE _____ CONTROLLER

ORIGINAL - VENDOR'S COPY