



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: August 13, 2024

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

ITEM #: 7

INITIATED BY: Jim Hellmann

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



TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY
FROM: JIM HELLMANN, ASSISTANT CITY ENGINEER, ENGINEERING
SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH DUKE ENERGY FOR
REIMBURSABLE UTILITY RELOCATION (DES 2101733 EN-359-03/ 026.2203)
DATE: August 13, 2024

The City was awarded \$7,710,202.00 in federal construction funds for Olio Road from just north of 146th Street to just south of 156th Street to be reconstructed as a 4-lane roadway. These funds are from the INDOT Rural Call because this portion of Olio Road is outside the urbanized area under the oversight of the Indianapolis Metropolitan Planning Organization (MPO).

Recent title work has found utility easements from the 1930s, which serve in making the relocation reimbursable. Attached is an agreement with Duke for the design of the relocation work.

I recommend the Board of Public Works approve the attached agreement.

In advance, I greatly appreciate your consideration of this request.





Christian Peters
Project Manager II

Duke Energy Corporation
1000 East Main Street
Plainfield, IN 46168

o: 812-664-6647

f: 317.838.1842

Christian.Peters@Duke-Energy.com

May 28th, 2024

City of Noblesville
16 S 10th St
Noblesville, IN 46060

Re: Preliminary and Detailed Engineering Costs for Relocation of Duke Energy Indiana, Inc. Overhead Electric Line Facilities for City of Noblesville near 156th St & Olio Rd ("**Engineering Work**").

Dear Madam or Sir:

This letter agreement confirms the following understanding between City of Noblesville ("**City**") and Duke Energy Indiana, Inc. ("**Duke Energy**") with respect to the Work:

- 1) In advance of a facilities relocation and reimbursement agreement between City and Duke Energy with respect to the project scope statement attached hereto as Exhibit "A", if available, City desires Duke Energy to initiate preliminary and detailed engineering for the Project which would include the activities listed on the attached Exhibit "B", if available. Without waiving any right to seek reimbursement from City for the full incurred costs to complete the Engineering Work, Duke Energy estimates that the cost to complete the Engineering Work shall be approximately \$75,000.
- 2) City shall reimburse Duke Energy for 100% of its actual cost in performing the Engineering Work as follows: After execution of this letter agreement by both parties, Duke Energy will invoice City for the estimated cost to complete the Engineering Work. City shall remit payment to Duke Energy within twenty-one (21) days after its receipt of Duke Energy's invoice. After final completion of the Engineering Work, Duke Energy will calculate the full cost incurred by to complete the Engineering Work and shall invoice City for any shortfall between the actual costs to complete the Engineering Work and the estimated amount that City has paid to Duke Energy. City shall remit payment to Duke Energy within twenty-one (21) days after its receipt of Duke Energy's invoice. If the actual costs are less than the amount City has paid to

Duke Energy for the Engineering Work, the overpayment will be refunded to City.

- 3) Duke Energy will commence the Engineering Work within thirty (30) days after its receipt of the estimated payment for the Engineering Work specified in Section 2 above. Duke Energy shall perform the Engineering Work which shall include, when requested by City, updates on the Engineering Work especially those related to the feasibility, constraints, needs, estimated cost, and estimated time to complete the Project.
- 4) No work shall be performed by Duke Energy beyond the scope contemplated by the Project. Upon written notice to Duke Energy, City shall have the right to terminate this letter agreement, and upon receipt of such notice, Duke Energy shall cease performing the Engineering Work except for any actions or cost which may need to be performed or incurred, as the case may be, by Duke Energy to comply with the directive from the City.
- 5) City shall obtain any access rights upon land owned by a third party, which Duke Energy may need to perform the Engineering Work. Upon request from Duke Energy, City shall furnish any information needed by Duke Energy to perform the Engineering Work, including the deliverables for the Project attached hereto and incorporated herein as Exhibit "C."
- 6) This letter agreement supersedes any other understanding or agreement, written or oral, that may have been made or entered into by City and Duke Energy relating to the Engineering Work, and constitutes the entire agreement between City and Duke Energy with respect to the Engineering Work.

If this letter agreement represents the understanding reached between City and Duke Energy with respect to the Engineering Work and this relocation project, please signify your acceptance by executing both copies of this letter agreement where indicated below and returning one (1) of the fully executed copies to me for further handling with Duke Energy.

Respectfully submitted,

Christian Peters

Christian Peters
Project Manager, Transmission

ACCEPTED this ____ day of _____, 20_.

DUKE ENERGY INDIANA, INC.

By: _____

Printed Name: _____

Printed Title: _____

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this
_____ day of _____ 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

Exhibit A
Project Scope Statement

City of Noblesville is requesting that Duke Energy Indiana develop a schedule, cost, and relocation plan to relocate transmission pole(s) for City of Noblesville near 156th St & Olio Rd.

Exhibit B
Activities for Agreement

- 1- Preliminary Engineering Design
- 2- Project Management
- 3- Land Acquisition Research, Surveying, Permitting

Exhibit C
Deliverables

Deliverables for this relocation plan include, but are not limited to, final design and a Class 5 estimate for relocation.

