

Document Navigation Instructions

This document is bookmarked to allow users faster access to items of interest. By selecting the bookmark icon a list of options will appear for you to choose from.

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE
JULY 13, 2010**

The Board of Public Works and Safety met in regular session on Tuesday, July 13, 2010. Mayor Ditslear called the meeting to order pursuant to public notice with the following members present: Lawrence Stork and Jack Martin.

Also present were Clerk-Treasurer Janet Jaros, City Attorney Michael Howard, and department directors.

APPROVAL OF MINUTES: JUNE 29, 2010

Mr. Martin moved to approve the minutes as submitted, second Mr. Stork, two aye, one abstention. Mayor Ditslear abstained due to being absent from the last meeting.

PETITIONS OR COMMENTS BY CITIZENS WHO ARE PRESENT

There were no petitions or comments by citizens.

APPROVAL OF AGENDA

Mr. Stork stated there are three items to be added to the agenda and item #12 needs to be moved to the first item on the agenda after the bid opening. Item #13 would be Board to Consider Marilyn Ridge Subdivision Bond Settlement. Item #14 would be Board to Consider Awarding the Contract for L.E.D. Street Lighting. Item #15 would be Board to Consider Block Party for Cheery Tree Meadows. Mr. Stork moved to approve the agenda as amended, second Mr. Martin, three aye.

BID OPENING FOR 141ST STREET AND MARILYN ROAD ROUNDABOUT

Mr. Howard stated the first bid packet is from Calumet Civil Contractors. They have included their bid bond, Form 96, non-collusion affidavit, financial statement, and acknowledged receipt of two addenda. The base bid is \$1,133,380.00. Alternate bid #1 is an add for \$32,256.00. Alternate bid #2 is a deduct for \$3,482.00.

The next bid packet is from Globe Asphalt. They have included their Form 96, non-collusion affidavit, financial statement, bid bond, and acknowledged receipt of two addenda. The base bid is \$1,042,942.30. Alternate bid #1 is an add for \$55,838.78. Alternate bid #2 is a deduct for \$46,782.53.

The next bid packet is from Rieth-Riley Construction Company, Inc. They have included their bid bond, non-collusion affidavit, Form 96, financial statement, and acknowledged receipt of two addenda. The base bid is \$1,073,517.00. Alternate bid #1 is an add for \$34,776.00. Alternate bid #2 is a deduct for \$11,703.00.

The next bid packet is from Millenium Contractors. They have included their bid bond, Form 96, non-collusion affidavit, financial statement, and acknowledged receipt of two addenda. The base bid is \$1,049,900.00. Alternate bid #1 is an add for \$27,720.00. Alternate bid #2 is a deduct for \$9,250.00.

The next bid packet is from E & B Paving. They have included their bid bond, Form 96, non-collusion affidavit, financial statement, and acknowledged receipt of two addenda. The base bid is \$947,832.23. Alternate bid #1 is an add for \$35,532.00. Alternate bid #2 is a deduct for \$9,625.39.

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE
JULY 13, 2010, PAGE II**

Mr. Howard stated that appears to be all of the bids for the 141st Street and Marilyn Road Roundabout project. Mr. Howard asked if anyone present knew of any other bids. There were none appearing. Mr. Howard recommended the bids be referred to the Engineering Department for review and recommendation for the next Board of Public Works and Safety meeting. Mr. Martin so moved, second Mr. Stork, three aye.

Mayor Ditslear thanked all of the contractors who bid on this project.

NEW ITEMS FOR DISCUSSION

#12 BOARD TO CONSIDER VARIANCE FOR THE MATT WARINER
MEMORIAL CONCERT AND CELEBRATION (KEN HEINY)

Mr. Heiny stated they are looking for a variance on the sound for the music that will be played on Sunday and also to extend the time to 11:00 p.m. There is rain in the forecast and some leeway might be needed. To date, there are 17 bands scheduled to play on the outdoor stage that faces southwest towards Forest Park and S.R. 19. Inside, there is an acoustic setup to accommodate approximately 15 bands. Mr. Heiny stated they are expecting some special guests that are not being advertised. This is another reason additional time is needed. The money that is being raised for this benefit will go to the Noblesville Education Foundation. Mr. Heiny stated the City has been very helpful in getting this event organized. Mr. Stork asked if they had any idea what the outside decibel level would be. Mr. Heiny responded not really. Some of it depends on the band. The speakers are being set up on Saturday and will provide some reference then. The trees will help shield the noise a little. The neighborhoods have been canvassed to let them know what is going on and to invite them to the event. Mr. Heiny stated they will continue to do that through Saturday. The expectation is for about 2,000 people. The event has the support of the Sheriff and Chief Jowitt. There will be 10 uniformed Police Officers outside and 40 plain clothed Officers inside the event. Mr. Stork asked where the outside seating would be located. Mr. Heiny replied approximately 200 seats would be in the grass area and 100 on the black top. Mr. Howard stated the more westerly the stage could be set up, the more the sound would resonate out to Forest Park. Mr. Heiny stated there is a 6 ft. privacy fence back there. The intent is to angle the stage in a way that the sound is not bouncing off of that fence and into the neighborhood. Mr. Martin moved to approve the request for a variance on the sound ordinance to exceed the allowed decibels within reason and to extend the time to 11:00 p.m., second Mr. Stork, three aye.

Mayor Ditslear stated he appreciates this opportunity for the City, and most importantly, how the event will help this family and the Noblesville Schools.

#1 BOARD TO CONSIDER PROMOTIONS IN THE FIRE DEPARTMENT
(CHIEF GILLIAM)

Chief Gilliam stated these are routine promotions based on time and grade. The Department is requesting the Board to approve the promotions of Firefighters Nathaniel Peavler, David Weinrich, Glenn Hines, Benjamin Asbury, and John Grimaldi to the rank of Pipeman effective July 26, 2010. Mr. Stork moved to approve as requested, second Mr. Martin, three aye.

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE
JULY 13, 2010, PAGE III**

#2 BOARD TO CONSIDER BID FOR SALE OF USED FIRE APPARATUS (CHIEF GILLIAM)

Chief Gilliam stated the Department advertised in local papers for bids for two pieces of used equipment that is for sale. We received one bid for the Heavy Rescue in the amount of \$2,500.00 and \$1,500.00 for the Engine. Chief Gilliam stated his research indicates those figures are well below market value. This request is to reject the bid. Mr. Stork moved to reject the bid to sell the used fire apparatus, second Mr. Martin, three aye.

#3 BOARD TO CONSIDER ENTERING INTO AN AGREEMENT WITH FIRETEC APPARATUS SALES (CHIEF GILLIAM)

Chief Gilliam stated this is the next effort in selling the used fire apparatus as stated in the above item. This will be on a national basis with a company that specializes in the sale of used fire apparatus. They charge a 10% commission if a truck sells through their contact. They don't get the commission if we sell it to someone on our own locally. Chief Gilliam stated he has used this company successfully in the past. They do a good job. They estimate the sale price on the Pumper should be between \$10,000.00 – \$12,000.00 and the Rescue to be between \$25,000.00 - \$35,000.00. Mr. Stork asked if the City has the right of refusal in this agreement. Chief Gilliam replied he thinks it is in the contract. Mr. Stork stated the contract requires payment of commission within 10 days of the sale. This should be changed to 30 days. Chief Gilliam responded the buyer would pay Firetec directly and Firetec would pay the City, less the 10% commission. Mr. Stork stated he does not see the right of refusal in the contract. Chief Gilliam replied it is assumed. Chief Gilliam stated he will have it put in the contract. Mr. Stork moved to approve as requested, second Mr. Martin, three aye.

#4 BOARD TO CONSIDER A SECONDARY PLAT FOR A 1-LOT RESIDENTIAL SUBDIVISION TO BE CALLED "WILES RUN" (ANDY WERT)

Mr. Wert stated this is a catch up plat. The primary plat was approved in 2002. In 2005, a new house was built and connected to sewer. The Department discovered the plat was never recorded in doing research on the City's needs for the Union Chapel project. The City will acquire right-of-way needed at no cost. Mr. Martin moved to approve as requested, second Mr. Stork, three aye.

#5 BOARD TO CONSIDER CONTRACT AGREEMENT BETWEEN NATIONAL RESEARCH CENTER, INC. AND THE CITY OF NOBLESVILLE FOR COMMUNITY WIDE SURVEY (STEVE HUNTLEY)

Mr. Huntley stated he gave the Board members an updated version of the contract. This is a project from the Vision Committee that contracts with a national survey firm to send out questionnaires to citizens about what they do and don't like and questions about the City of Noblesville. Mr. Huntley stated a timeline is attached to the agreement. The Common Council previously approved the contract for an amount not to exceed \$15,000.00. The actual costs today are \$14,450.00. The remaining \$450.00 will be left for any minor incidents that may come up. An initial payment of \$5,900.00 has been made. The survey is expected to be complete within a 180 day time frame. Everything is on schedule. Mr. Stork moved to approve as requested, second Mr. Martin, three aye.

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE
JULY 13, 2010, PAGE IV**

- #7 BOARD TO CONSIDER APPLICATION FOR ENCROACHMENT IN THE CENTRAL BUSINESS DISTRICT FOR COMPLETION OF WORK IN CONNECTION WITH A FAÇADE GRANT (164 N. 10TH STREET) (STEVE HUNTLEY)

Mr. Huntley stated this is a local businessman wishing to repair and upgrade his building. An encroachment permit is needed because of the work that is needed on the exterior of the building. Mr. Huntley stated a truck is needed to be placed on-site to dump debris in and haul away. It will possibly encroach upon the sidewalk occasionally during the daytime while the demolition is taking place. Two contractors are involved and it may take up to two weeks to complete. The blockage would be intermittent, not continuous. Mr. Martin moved to approve as requested, second Mr. Stork, three aye.

Mr. Howard stated Item #6 was skipped. It was decided to finish Item #7 and then go back to Item #6 and continue on.

- #6 BOARD TO CONSIDER APPLICATION FOR ENCROACHMENT IN THE CENTRAL BUSINESS DISTRICT FOR COMPLETION OF WORK IN CONNECTION WITH A FAÇADE GRANT (830 & 840 LOGAN STREET) (STEVE HUNTLEY)

Mr. Huntley stated this is the same scenario as the previous item. Community Bank wants to do some repair of their building, primarily tuck pointing of the brick along the front and alleyway. The building is 3 stories tall and will require scaffolding along the sidewalk and alleyway to complete the job. It is a project that was approved through the Façade Grant program. Mr. Huntley stated he does not have a time frame for the project. The sidewalk would remain open, as well as the alleyway to pedestrians. Mr. Stork moved to approve as requested, second Mr. Martin, three aye.

- #8 BOARD TO CONSIDER AUTHORIZATION OF AN ENFORCEMENT OFFICER (STEVE HUNTLEY)

Mr. Huntley stated the Planning Department does have the capability of writing tickets for violations within the zoning ordinance. Currently on the Department's listing is Abby Church. Miss Church took a position with the city of Greenfield and is no longer employed by the City of Noblesville. The individual replacing her on the Planning staff is Mr. Bryant Pedigo. This request is to remove Abby Church from that list and add Bryant Pedigo. Mr. Martin moved to approve as requested, second Mr. Stork, three aye.

- #9 BOARD TO CONSIDER UTILITY RELOCATION AGREEMENT WITH INDIANA AMERICAN WATER COMPANY FOR UNION CHAPEL ROAD PHASE 3 & 4 (JIM HELLMANN)

Mr. Hellmann stated this is a utility agreement with Indiana American Water Company for the Union Chapel Road project along S.R. 32 where Union Chapel Road tees into S.R. 32. There will be a roundabout at that location and at Promise Road. The water line is currently in the easement. Indiana American has provided a cost of \$231,908.51. Mr. Hellmann stated the work has already been bid out so costs should be very close to this figure. Estimated quantities versus actuals should be the only difference. Mr. Stork stated the agenda item refers to Phases 3 & 4, but the letter from Engineering only refers to Phase 3. Mr. Hellmann stated it is for both Phases. Phase 3 & 4 are being bid as one project. The State portion is considered Phase 4, everything south of S.R. 32 is Phase 3. It does include everything. Mr. Martin moved to approve as requested, second Mr. Stork, three aye.

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE
JULY 13, 2010, PAGE V**

#10 BOARD TO CONSIDER PROJECT MANAGEMENT AGREEMENT
WITH AMERICAN STRUCTUREPOINT FOR UNION CHAPEL
ROAD PHASES 3 & 4 (JOHN BEERY)

Mr. Beery stated this is the inspection and project administration agreement for the same project that the Board just approved utility relocations for. The scope of services includes dealing with INDOT on S.R. 32, managing quantities, managing schedule of payments, etc. Mr. Beery stated it is the Department's standard inspection agreement. Mr. Stork stated this is the same as the previous item, the Department's letter refers to Phase 3 & 4 but the contract only refers to Phase 3. Mr. Beery stated the agreement is for Phases 3 & 4. It will include the roundabout at Pleasant Street, the pedestrian tunnel for Midland Trace, everything south of S.R. 32, and everything on S.R. 32. Mr. Martin moved to approve as requested, second Mr. Stork, three aye.

#11 BOARD TO CONSIDER AGREEMENT WITH BUTLER, FAIRMAN &
SEUFERT FOR DESIGN SERVICES FOR THE DESIGN OF THE
RIVERWALK PHASE 2 (JOHN BEERY)

Mr. Beery stated the design services for this contract include the design of an at-grade trail on existing ground behind the Judicial Center that will go underneath Logan Street and stay down along the river from Logan Street, the existing parking lot, the Duke Energy facility, and come back to match grade at the railroad tracks to tie into the trail that goes over the bridge to Forest Park. It is fairly complicated. Services include preparing the plans for the project, as well as working with the County to prepare the floodway permits for the entire trail project. Also included in this is work that will be done between the City and the consultants to submit for transportation enhancement funds, which is essentially a grant for the State for trail work for the City's portion of the project. Mr. Stork moved to approve as requested, second Mr. Martin, three aye.

#13 BOARD TO CONSIDER MARILYN RIDGE SUBDIVISION BOND
SETTLEMENT (BRIAN GRAY)

Mr. Gray stated this is a settlement agreement for the Marilyn Ridge subdivision. The Department has been working with the bonding company on this for a while to get the final issues resolved. There was a punch list of a number of trees and signs. Mr. Gray stated he believes the settlement agreement they have offered is very fair to the City. Mr. Martin moved to approve as requested, second Mr. Stork, three aye.

#14 BOARD TO CONSIDER AWARDDING THE CONTRACT FOR L.E.D.
STREET LIGHTING (LEN FINCHUM)

Mr. Finchum stated he submitted to the Board information regarding quantities and dollar amounts. Custer Electric will give the City the best advantage regarding the grant money and the most purchase of the L.E.D. lamps. Mr. Finchum stated he compared product to product. There is quite a difference in design and the L.E.D. effects. Custer will be providing the very same lamps that the City is using in some lights Downtown. Custer Electric is not a local company, they are based out of Rushville, but they will be using Chapman Electric as their supplier. Mr. Finchum stated Custer Electric does meet all of the grant specifications. Mr. Finchum stated it is his recommendation to award the L.E.D. Street Lighting project to Custer Electric. Mr. Stork moved to approve as requested, second Mr. Martin, three aye.

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE
JULY 13, 2010, PAGE VI**

#15 BOARD TO CONSIDER BLOCK PARTY FOR CHERRY TREE
MEADOWS (STEVE HUNTLEY)

Mr. Huntley stated a representative of the Cherry Tree Meadows Homeowners Association approached the Planning staff about a block party yesterday afternoon for July 24th. Mr. Huntley stated he informed the representative he would add it to the Board of Public Works and Safety agenda provided they obtained the signatures of the residents of the affected cul de sac and the appropriate fees be paid. Mr. Huntley stated he has not received either of those things to date. There is no one at the meeting representing the neighborhood. The signs for the block party are out in the neighborhood. It is a cul de sac. No main roadways would be blocked for this event. Mr. Huntley stated he would suggest approving the request, subject to the representative collecting the appropriate signatures and obtaining the necessary permits. Mr. Martin moved to approve as requested, subject to the Planning Department receiving all of the required signatures from the residents involved and fees paid, second Mr. Stork, three aye. Mayor Ditslear stated he would invite the residents to the Street Dance on that date. They would have more fun and there would be many more activities.

ADJOURNMENT

There being no further business before the Board of Public Works and Safety this 13th day of July, 2010, Mr. Martin moved to adjourn the meeting, second Mr. Stork, three aye.

JOHN DITSLEAR, MAYOR

ATTEST:

JANET S. JAROS, CLERK-TREASURER

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE**

DATE: JULY 27, 2010

PREVIOUSLY DISCUSSED ITEMS _____

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# 1

SOURCE:

DOCUMENTS PREPARED BY: CHIEF KEN GILLIAM

VERBAL: _____

INFORMATION ATTACHED: XXXX

NO PAPERWORK AT TIME OF PACKETS: _____

**Noblesville/Fishers
Fire Department
Dual Response/Mutual Aid Agreement**

Resulting from discussions among officials of the Noblesville Fire Department (NFD), and the Fishers Fire Department (FFD), Hamilton County, Indiana pertaining to the provision of optimum fire and emergency medical services within their jurisdictional boundaries, the following agreement has been reached pursuant to I.C. 36-1-7;

1. Dual Response/Mutual Aid Emergency Assistance

- 1.1 Pursuant to the request of the Fishers Fire Chief, in the event of a major emergency occurring within the Fishers fire service district, the on-scene FFD incident commander may request the response of the closest available NFD equipment and personnel to bring the emergency under control.
- 1.2 Pursuant to the request of the Noblesville Fire Chief, in the event of a major emergency occurring within the Noblesville fire service district, the on-scene NFD incident commander may request the response of the closest available FFD equipment and personnel to bring the emergency under control.
- 1.3 NFD shall respond an engine company on the initial dispatch with FFD apparatus on any incident requiring a multiple fire apparatus response in an area between the White River to the West, 146th Street to the North, 141st Street to the South, Marilyn Road to the East, I-69 to the South, Brooks School Road to the East and back North to 136th Street. These include grids: 95A, 95E, 95M, 95P. They will also respond an Ladder company on the initial dispatch with FFD apparatus on any incident requiring a multiple fire apparatus response in an area between Brookschool Road to the West, 146th Street to the North, Atlantic Road to the East and Geist Reservoir to the South that include the following grids 92U, 92T, 92S, 92R, 92X, 92O, 92P, 92Q, 92W and all addresses on Olio Road between 126th on the North to Geist Reservoir to the South.
- 1.4 FFD shall respond an engine company on the initial dispatch with NFD apparatus on any incident requiring a multiple fire apparatus response in an area bound by the following Station 73 response grids: E95 is 2nd due in grids 73N,P,O,K, Engine 95 is the RIT in grids 73F,G,I,J,M. Engine 95 is 2nd due in the following Station 77 response grids 77E, Engine 95 is responding as the RIT engine in 77C,D, F, Engine 92 is responding as a RIT engine in 77E and 2nd due in 77D. Ambulance 95 is responding as a 1st due EMS response in 77C, D, E, F.

2. Mutual Aid Stand-by Assistance

- 2.1 Pursuant to the request of the Fishers Fire Chief, in the event of a major emergency within the Fishers fire service district requiring the extended commitment of FFD equipment and personnel to the degree that the ability of the FFD to render emergency fire and medical services in other areas of its fire service district is severely impaired, the on-scene FFD incident commander may request the response of the closest available NFD equipment and personnel to stand-by at a FFD fire station.

- 2.2 Pursuant to the request of the Noblesville Fire Chief, in the event of a major emergency within the Noblesville fire service district requiring the extended commitment of NFD equipment and personnel to the degree that the ability of the NFD to render emergency fire and medical services in other areas of its fire service district is severely impaired, the on-scene NFD incident commander may request the response of the closest available FFD equipment and personnel to stand-by at a NFD fire station.

3. Mutual Aid Emergency Medical Services

- 3.1 In the event of a medical emergency within the Noblesville fire service district, NFD may request the response of the closest available FFD-BLS and/or ALS E.M.S. apparatus should NFD primary response apparatus be unavailable.
- 3.2 In the event of a medical emergency within the Fishers fire service district, FFD may request the response of the closest available NFD-BLS and/or ALS E.M.S. apparatus should FFD primary response apparatus be unavailable.
- 3.3 In the event of a medical emergency in either fire service district, the department providing the transporting vehicle shall maintain sole responsibility for patient billing.

4. Mutual Aid Special Tactics and Rescue

- 4.1 In the event of an emergency incident involving hazardous materials, or requiring heavy extrication, water rescue, or high-angle rope rescue, NFD may request the response of the FFD specialized equipment and personnel. The Noblesville Fire Department agrees that FFD may bill the property owner and/or responsible company and/or party for materials used and services incurred.
- 4.2 In the event of an emergency incident involving hazardous materials, or requiring heavy extrication, water rescue, or high-angle rope rescue, FFD may request the response of the NFD specialized equipment and personnel. The Fishers Fire Department agrees that NFD may bill the property owner and/or responsible company and/or party for materials used and services incurred.

5. Incident Command and Control

- 5.1 The fire department having jurisdiction maintains ultimate responsibility for overall incident command.
- 5.2 All responding personnel shall comply with the Incident Commander's directives, regardless of the Commander's or personnel's department affiliation.
- 5.3 Personnel affiliated with the assisting fire department shall have the same powers and duties as corresponding personnel employed by the assisted department, but only for the period they are engaged in activities authorized by the assisted department.

- 5.4 The department providing assistance remains responsible for the conduct of its personnel, for their medical expenses, and for worker's compensation.
- 5.5 Every effort shall be made to return the assisting department's apparatus to a run-ready status as soon as possible.

6. Fire Cause Investigation

- 6.1 The fire department having jurisdiction maintains ultimate responsibility for fire origin and cause within their fire service district.

7. Response Obligation

- 7.1 The Noblesville Fire Department shall not be obligated to respond as described in this agreement if to do so would endanger the citizens of Noblesville fire service district or impair the ability of the Noblesville Fire Department to render emergency fire and medical services within its fire service district.
- 7.2 The Fishers Fire Department shall not be obligated to respond as described in this agreement if to do so would endanger the citizens of Fishers fire service district or impair the ability of the Fishers Fire Department to render emergency fire and medical services within its fire service district.

8. Financial Obligation

- 8.1 Fishers and Noblesville agree that the services described in this agreement may be charged to one another at reasonable and customary charges for specific services.
- 8.2 Each department remains financially responsible for any of its equipment or apparatus that may be lost, stolen, or damaged and any medical expenses incurred by its personnel, regardless of the jurisdiction in which the loss occurs.

9. Indemnification

- 9.1 The Town of Fishers agrees to indemnify and hold harmless the City of Noblesville, its Fire Department and their officers, agents, and employees from any and all claim or threat of claim, loss, liability, judgment or lien arising out of negligence of the Town of Fishers, the Fishers Fire Department and their officers, agents or employees in connection with this agreement. Such indemnity shall include attorney fees and all cost of other expenses arising therefrom or incurred in connection therewith.
- 9.2 The City of Noblesville agrees to indemnify and hold harmless the Town of Fishers, its Fire Department and their officers, agents, and employees from any and all claim or threat of claim, loss, liability, judgment or lien arising out of negligence of the City of Noblesville, the Noblesville Fire Department and their officers, agents or employees in connection with this agreement. Such indemnity shall include attorney fees and all cost of other expenses arising therefrom or incurred in connection therewith.

10. Conflict Resolution

- 10.1 If there is a conflict between agencies at an incident or training the department Fire Chiefs will investigate and evaluate any issues that arise and resolve any differences.

11. Effect

- 11.1 Once signed, this agreement supersedes any and all other mutual aid agreements between Fishers and Noblesville Fire Departments.
- 11.2 This agreement shall remain in full force and effect until modified or terminated by mutual written consent of the parties or upon thirty (30) days written notice by either party to the other party.

Additional Terms and Conditions

The following additional terms and conditions shall apply to and govern that certain document entitled Noblesville/Fishers Fire Department, Mutual Aid Agreement, ("the Agreement"), dated _____, 20____, by and between the City of Noblesville Fire Department (the "NFD") and the Town of Fishers Fire Department (the "FFD") governing the provision of optimum fire and emergency medical services along and adjacent to the Fishers/City of Noblesville Boundary.

Notwithstanding anything to the contrary, the City of Noblesville's liability with respect to its obligation to indemnify and hold Fishers harmless shall be limited to the maximum of the lesser of (a) the amount of insurance coverage for such claim and in effect at the time of the claim or (b) the amount allowed under the Indiana Tort Claims Act, IC 34-4-16.5-4, as amended, at the time of claim or the amount allowed under the Indiana Tort Claims Act, as amended, at the time execution of the Agreement.

Notwithstanding anything to the contrary, Fishers liability with respect to its obligation to indemnify and hold City of Noblesville harmless shall be limited to the maximum of the lesser of (a) the amount of insurance coverage for such claim and in effect at the time of the claim or (b) the amount allowed under the Indiana Tort Claims Act, IC 34-4-16.5-4, as amended, at the time of claim or the amount allowed under the Indiana Tort Claims Act, as amended, at the time execution of the Agreement.

It is so agreed, this _____ day of _____, 20____.

Town of Fishers Town Council President

Town of Fishers Town Manager

ATTEST:

Town of Fishers Fire Chief

Clerk Treasurer

Approved by the City of Noblesville by and through the Board of Public Works and Safety.

City of Noblesville Mayor

Board of Public Works and Safety

ATTEST:

City of Noblesville Fire Chief

Clerk Treasurer

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE**

DATE: JULY 27, 2010

PREVIOUSLY DISCUSSED ITEMS _____

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# 2

SOURCE:

DOCUMENTS PREPARED BY: CHIEF KEN GILLIAM

VERBAL: _____

INFORMATION ATTACHED: XXXX

NO PAPERWORK AT TIME OF PACKETS: _____

*Serving Noblesville
ONE person at a time.*



CITY OF NOBLESVILLE
JOHN DITSLER, MAYOR

MEMORANDUM

FIRE DEPARTMENT

KEN GILLIAM,
FIRE CHIEF

TO: MEMBERS OF THE BOARD OF WORKS

FROM: KEN GILLIAM, FIRE CHIEF

DATE: 7/27/2010

IN RE: REQUESTING BOARD'S APPROVAL FOR
WRITE-OFF OF UNPAID EMS DEBTS
FOR PERIOD (4/1/2006-6/30/2006)

Asking the Board's approval for write-off of unpaid debts resulting from Emergency Medical Services in the amount of \$ 44,676.72. (Please see attached information regarding explanation of unpaid debts.)

Your consideration with regard to this matter would be greatly appreciated.

KG:nrl



135 SOUTH 9TH STREET
NOBLESVILLE, INDIANA 46060
PHONE 317.776.6336 • FAX 317.776.6376

EMS ACCOUNTS TO BE WRITTEN OFF - July 2010

Patient Number	DOS	Amount	W/O Policy	Reason for write-off
5019	6/16/2008	\$399.00	D	BANKRUPTCY
1617	4/16/2010	\$391.00	D	BANKRUPTCY
5579	7/1/2009	\$600.00	D	BANKRUPTCY
262	2/23/2005	\$289.00	D	BANKRUPTCY
4801	4/22/2008	\$488.00	D	BANKRUPTCY
4827	5/1/2008	\$568.00	D	BANKRUPTCY
6160	5/11/2009	\$520.00	D	BANKRUPTCY
5405	10/3/2008	\$224.77	D	BANKRUPTCY
5196	8/8/2008	\$504.00	D	BANKRUPTCY
5807	1/30/2009	\$399.00	D	BANKRUPTCY
5520	11/8/2008	\$86.20	D	BANKRUPTCY
5730	1/17/2009	\$496.00	D	BANKRUPTCY
5608	10/3/2008	\$576.00	D	BANKRUPTCY
5299	4/19/2009	\$488.00	D	BANKRUPTCY
5299	4/15/2010	\$391.00	D	BANKRUPTCY
5299	9/10/2008	\$488.00	D	BANKRUPTCY
5227	8/22/2008	\$415.00	D	BANKRUPTCY
5316	9/13/2008	\$124.00	D	BANKRUPTCY
2316	7/15/2006	\$403.00	D	BANKRUPTCY
4971	6/6/2008	\$640.00	D	BANKRUPTCY
6116	4/27/2009	\$391.00	D	BANKRUPTCY
5942	3/5/2009	\$391.00	D	BANKRUPTCY
4496	1/30/2008	\$391.00	D	BANKRUPTCY
5035	2/6/2009	\$512.00	D	BANKRUPTCY
1889	1/24/2008	\$496.00	D	BANKRUPTCY
4056	7/1/2009	\$504.00	D	BANKRUPTCY
3609	6/8/2007	\$383.00	D	BANKRUPTCY
3609	8/5/2009	\$76.60	D	BANKRUPTCY
5337	9/20/2008	\$488.00	D	BANKRUPTCY
5337	1/10/2009	\$488.00	D	BANKRUPTCY
5337	3/28/2009	\$496.00	D	BANKRUPTCY
5337	12/12/2009	\$574.00	D	BANKRUPTCY
5337	1/6/2010	\$496.00	D	BANKRUPTCY
4649	3/9/2008	\$487.00	D	BANKRUPTCY
4649	3/11/2008	\$511.00	D	BANKRUPTCY
5477	11/1/2008	\$399.00	D	BANKRUPTCY
4037	9/27/2007	\$391.00	D	BANKRUPTCY
6780	11/7/2009	\$50.00	B	DECEASED-NO COLLECTABLE ASSETS
1792	11/12/2009	\$50.00	B	DECEASED-NO COLLECTABLE ASSETS
6016	3/29/2009	\$162.23	B	DECEASED-NO COLLECTABLE ASSETS
6780	11/7/2009	\$50.00	B	DECEASED-NO COLLECTABLE ASSETS
3719	2/8/2010	\$15.00	B	DECEASED-NO COLLECTABLE ASSETS
3719	1/10/2010	\$15.00	B	DECEASED-NO COLLECTABLE ASSETS
6620	9/16/2009	\$100.00	B	DECEASED-NO COLLECTABLE ASSETS
1334	10/28/2005	\$790.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1280	10/10/2005	\$79.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1416	11/20/2005	\$395.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
878	6/27/2005	\$266.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1176	9/9/2005	\$443.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS

794	6/19/2005	\$258.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1139	1/13/2006	\$766.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1155	9/13/2005	\$379.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1203	9/21/2005	\$266.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1575	1/4/2006	\$258.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1094	8/23/2005	\$379.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1239	10/2/2005	\$274.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1043	8/15/2005	\$0.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
406	4/4/2005	\$51.60	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1285	10/14/2005	\$641.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1243	10/2/2005	\$329.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1527	12/18/2005	\$229.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1232	11/4/2005	\$508.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1220	9/27/2005	\$50.80	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1105	8/28/2005	\$254.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
534	4/30/2005	\$51.60	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1343	10/30/2005	\$395.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1344	10/30/2005	\$383.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1329	10/25/2005	\$383.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1051	8/8/2005	\$403.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
106	11/23/2005	\$154.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
689	11/15/2005	\$262.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
988	8/29/2005	\$657.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1554	12/25/2005	\$274.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
245	2/18/2005	\$52.31	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1384	11/9/2005	\$389.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
973	7/30/2005	\$379.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1307	11/15/2005	\$645.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
827	6/24/2005	\$258.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1591	1/1/2006	\$387.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1079	10/19/2005	\$130.80	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
376	3/20/2005	\$287.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1240	10/2/2005	\$274.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
629	5/20/2005	\$266.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
521	4/16/2005	\$77.40	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1195	9/16/2005	\$387.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
871	7/6/2005	\$262.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1237	10/3/2005	\$383.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
990	7/29/2005	\$395.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1193	9/17/2005	\$266.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1178	9/8/2005	\$270.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
942	7/20/2005	\$266.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
18	1/4/2005	\$383.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1332	10/27/2005	\$395.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1088	8/20/2005	\$387.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1313	10/21/2005	\$254.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1413	11/20/2005	\$475.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1016	8/8/2005	\$391.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1206	9/24/2005	\$379.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1258	10/6/2005	\$254.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
309	3/2/2005	\$37.40	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1035	8/9/2005	\$79.80	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1177	9/8/2005	\$63.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
71	1/10/2005	\$137.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1221	9/28/2005	\$270.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS

510	4/20/2005	\$143.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
378	4/19/2006	\$939.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
836	6/25/2005	\$258.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
760	6/13/2005	\$76.60	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1299	10/15/2005	\$258.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
549	4/29/2005	\$51.14	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1256	10/9/2005	\$383.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
104	3/25/2006	\$63.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1551	12/26/2005	\$258.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1062	8/16/2005	\$266.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1535	12/17/2005	\$379.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
813	6/22/2005	\$258.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
966	7/21/2005	\$282.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
854	6/29/2005	\$254.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
324	3/29/2005	\$379.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1370	12/9/2005	\$1,201.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1340	10/30/2005	\$379.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1264	10/5/2005	\$270.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
515	4/19/2005	\$126.47	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
889	7/7/2005	\$266.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
1266	10/5/2005	\$403.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
992	7/31/2005	\$254.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
29	1/5/2005	\$254.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
411	11/26/2005	\$379.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
875	7/2/2005	\$391.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
920	7/15/2005	\$399.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
861	6/30/2005	\$475.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
665	5/31/2005	\$254.00	G	NOT JUSTIFIED-IN COLLECTIONS OVER 4 YEARS
3960	1/26/2010	\$512.00	F	UNCOLLECTIBLE-NO INCOME OR ASSETS-PER 7501
		\$44,676.72	TOTAL	

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE**

DATE: JULY 27, 2010

PREVIOUSLY DISCUSSED ITEMS _____

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# 3

SOURCE:

DOCUMENTS PREPARED BY: MIKE HENDRICKS/LEN FINCHUM

VERBAL: _____

INFORMATION ATTACHED: XXXX

NO PAPERWORK AT TIME OF PACKETS: _____



CITY OF NOBLESVILLE
JOHN DITSLER, MAYOR

MEMORANDUM

To: Board of Public Works

From: Len Finchum

Date: July 16, 2010

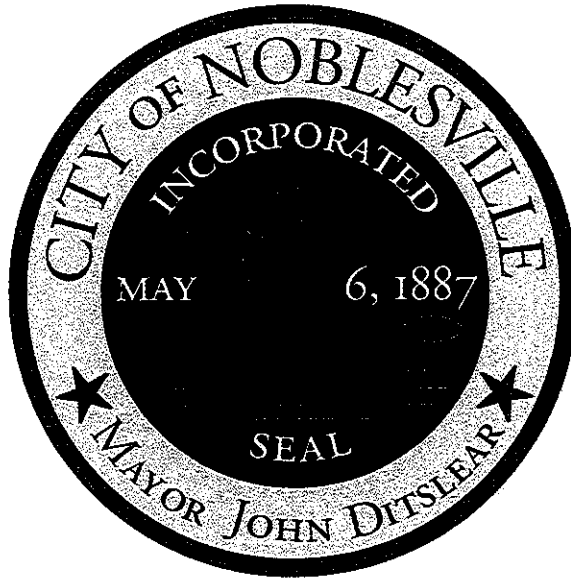
Re: Re-Awarding of the L.E.D. Street Lighting Grant

Members of the Board,

After the awarding of the L.E.D. Grant bid to Custer Electric at the July 13, 2010 Board of Public Works and Safety meeting I was contacted by Gaylor Electric. Gaylor was questioning the ARRA qualifications of the materials Chapman Electric was supplying to Custer Electric. I spoke with Dee Chapman of Chapman Electric and asked if she could confirm the compliance of the materials. Ms. Chapman called the supplier and they are not in compliance with the ARRA requirements of this grant. I called Gaylor Electric, who is the second lowest bidder, and asked if they could provide confirmation of their materials in relation to ARRA standards and compliance which they have been able to do. Gaylor Electric has supplied several pieces of documentation confirming their materials meet the ARRA requirements and are acceptable for awarding according to the L.E.D. grant standards. I have spoken with Craig Custer, owner of Custer Electric, and explained the non-compliant status of the materials Chapman Electric priced him. Mr. Custer voiced he understood the bidding process and understood why the City will have to re-award the bid to Gaylor Electric. Due to these findings I have to request the Board to disqualify Custer Electric on the grounds of being non-compliant with the required ARRA requirements of the L.E.D. grant. At this time I ask that the Board re-award the bid to Gaylor Electric as the next lowest and compliant bid received.

Thank you for your time and consideration in reviewing this matter.





CONTRACT BETWEEN

CITY OF NOBLESVILLE, INDIANA
BOARD OF PUBLIC WORKS AND SAFETY

AND

“CONTRACTOR”

For the Purchase and Installation of L.E.D. Street Lighting
IN THE CITY OF NOBLESVILLE, INDIANA

TABLE OF CONTENTS

- A. NOTICE TO BIDDERS
- B. TERM OF CONTRACT
- C. SCOPE OF SERVICES
 - 1. In General
 - 2. Basis of Proposals
- D. INSTRUCTIONS TO BIDDERS
 - 1. Qualifications of Bidders
 - 2. Examination and Representation
 - 3. Addenda and Explanation
 - 4. Voluntary Alternate
 - 5. Bidding Procedures
 - 6. Bid Bond
 - 7. Security for Faithful Performance
 - 8. Power of Attorney
 - 9. Requirements for Signing Proposals
 - 10. Liquidated Damage for Failure to Enter into Contract
 - 11. Non-Collusion Affidavit
- E. GENERAL PROVISIONS
 - 1. Contract Term and Effective Dates
 - 2. Independent Contractor Status
 - 3. Non-Discrimination
 - 4. Performance Bond or Irrevocable Letter of Credit
 - 5. Insurance
 - 6. Indemnity
 - 7. Force Majeure
 - 8. Assignment of Contract
 - 9. Contractor's Default

10. Revocation
11. Termination
12. Waiver
13. Amendments to Contract
14. Severability
15. Applicable Laws
16. Binding Effect
17. Method of Award – Responsible Bidder
18. Sub-Contracts and Labors
19. Grant Compliance

CONTRACT SPECIFICATONS

1. Scheduling Delivery
2. Contractors Price Sheet
3. Performance Bond
4. Basis and Method of Payment
5. Sample of lamp types- highway/street and post top style

CONTRACT EXHIBITS

EXHIBIT A – Form No. 96

EXHIBIT B – Contract

EXHIBIT C – Performance Bond

NOTICE TO BIDDERS
In the City of Noblesville, Indiana
Materials and Labor for the Installation of L.E.D. Street Lighting

Notice is hereby given that the Board of Public Works and Safety of the City of Noblesville, Indiana will receive sealed bids for the above named project and requested alternates in the City Clerk-Treasurer's Office, 16 South 10th Street, Noblesville, Indiana, 46060, until 8:30 a.m., local time, on June 15, 2010. The sealed bids will be opened publicly and read aloud at 9:00 a.m. on June 15, 2010, at the Board of Public Works and Safety meeting in the City Council Chambers.

Prospective bidders may obtain contract documents and specifications from the office of the City Clerk-Treasurer, 16 South 10th Street, Noblesville, Indiana.

Bid shall be submitted on the proposal forms included with the contract documents and specifications and on Form No. 96 as prescribed by the Indiana State Board of Accounts, accompanied by an executed non-collusion affidavit. A bid bond or certified check must also accompany the bid in accordance with the instructions to bidders.

The Board of Public Works and Safety reserves the right to reject any and all bids or alternates, delete any portions thereof, to waive any informalities or irregularities in any bid, and to award a contract, consistent with Indiana law, to the lowest and/or most responsible and responsive bidder(s). Bid awarding is scheduled for the June 29, 2010 Board of Public Works and Safety meeting.

By order of the Board of Public Works and Safety of the City of Noblesville, Indiana on May 11, 2010.

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE, INDIANA

John Ditslear, Mayor

Lawrence Stork, Member

Jack Martin, Member

Attest:

Janet S. Jaros, Clerk-Treasurer

TERM OF CONTRACT

All provisions of the contract shall be strictly complied with and conformed to by the contractor, and no modification or amendment to this contract shall be made except upon the written consent of both parties, such consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract except as specifically provided for in such amendment.

This contract is intended to conform in all respects to the Federal Assistance SF-424 Application and all applicable statutes of the State of Indiana, and if any part or provision of this contract conflicts therewith, the statute shall govern. All work must be completed by August 31, 2010.

It is the intent of the grant to award to the contractor that supplies only American made products and labor practices that comply with the Davis-Bacon Act.

In addition, all provisions required by law are to be inserted into this contract shall be deemed to be inserted whether they are actually included or not. Any provision of this contract or any of the incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract. The contractor shall provide all materials and labor for the installation of L.E.D. street lighting in the City of Noblesville. The following contract shall be signed and delivered by the contractor within ten (10) working days of the award of the contract. Where applicable, the appropriate information will be inserted and modifications made as necessary, but in any event, the content will not substantially change.

SCOPE OF SERVICES

1. IN GENERAL

- A. The services to be performed under the contractor shall consist of the removal of existing ballast, luminaries and the installation of L.E.D. street lighting as indicated in this contract for the City of Noblesville, Indiana. This shall include the provision for all labor, equipment, materials and proper disposal and any other requirements listed in these specifications and contract documents.
- B. The City will make all efforts to work with the awarded contractor to stay in compliance with all EECBG Grant requirements in replacing less efficient street lighting with more efficient LED street lighting per this contract.

2. BASIS FOR PROPOSAL

- A. The City of Noblesville will use funding received through the Energy Efficiency & Conservation Block Grant program to replace old inefficient lighting in assigned sections of the City. The City will award through the bid process a contractor who shall provide all labor, equipment, materials, tools, insurance, supervision, disposal and all other items necessary for the installation of L.E.D. street lighting within the corporate limits of the City of Noblesville, Indiana as specified and described in the specifications and contract documents. Any questions regarding grant compliance as related to bid specifications must be submitted in writing to:

Len Finchum
Street Commissioner
1575 Pleasant Street
City of Noblesville Indiana 46060
lfinchum@noblesville.in.us

INSTRUCTIONS TO BIDDERS

1. QUALIFICATIONS OF BIDDERS

- A. Each bidder is required to submit with their bid supporting data regarding the bidder's qualifications and suitability to perform the services required in accordance with the provisions of these specifications and contract documents, including the following information:
1. State of Indiana Requirements: Each bidder shall submit under oath with its proposal a statement of experience, a proposed plan or plans for performing the public work, the equipment it has available for performance of the public work, and a financial statement. This information shall be on Form No. 96 attached as Exhibit A.
 2. Guarantee: If any bidder relies on the assets of a parent corporation or any other entity, then a guarantee document legally executed by such parent corporation or any other entity shall be submitted along with and as part of the bidder's bid as to the fact that such parent corporation or any other entity guarantees the full and faithful performance of services in accordance with the provisions of these specifications and contract documents, and that all assets of the parent corporation or other entity would be subject to the faithful performance of the bidding company.
 3. Evidence of Good Standing: Where a bidder is a corporation, the bidder shall submit evidence that it is in good standing under the laws of the State of Indiana. In case of corporations organized under the laws of another state, the bidder shall submit evidence that it is licensed (or capable of being licensed) to do business and is in good standing under the laws of the State of Indiana, or sworn statement that it will take all necessary actions to become so licensed if its bid is accepted.
 4. Evidence of Existence/Operating Experience: The bidder shall submit evidence that the bidder (or its affiliate companies) has been in existence as an ongoing business for a minimum of five years and possesses a minimum of two years actual operating experience in the area of commercial street lighting.

5. Evidence of Ability to properly dispose of removed materials: The bidder shall submit evidence of its ability to dispose of all standard waste and /or hazardous materials collected under this contract in a properly licensed waste disposal facility subject to the administrative regulations of the applicable local, state and federal regulatory agencies.

2. EXAMINATION AND REPRESENTATION

- A. Bidders shall inform themselves of all conditions under which the services are to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment, tools and materials required. The bidder shall make its own determinations as to conditions, assume all risk and responsibility, and complete all work in and under conditions that the bidder may encounter or create, without additional costs to the City of Noblesville. The bidder agrees that if it should execute a contract with the City, it shall make no claim against the City of Noblesville because of estimates or statements made by any officer or agent of the City, which may prove to be in any respect erroneous. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve the bidder of any obligations with respect to its bid submitted or contract executed.

3. ADDENDA AND EXPLANATION

- A. Explanations desired by the prospective bidder shall be requested in writing to the City, and if the City determines that an explanation is necessary, an explanation shall be made in the form of an addendum and forwarded to each prospective bidder. Any verbal statements given by any person previous to the award are unauthorized and not binding.

1. Requests shall be addressed to the Board of Public Works and Safety, c/o Janet Jaros, 16 South 10th Street, Noblesville, Indiana 46060.
2. Bidders may submit written requests to the City until June 14, 2010, at 3:00 p.m., local time.

4. VOLUNTARY ALTERNATIVE

- A. If a bidder has another proposal that they may believe would meet the needs of the City of Noblesville; the bidder may place an alternate bid for their proposal in addition to a bid based on the City's specifications. An alternate proposal will be individually considered as a voluntary alternate bid and will be subject to the approval and acceptance of the City. A voluntary alternate bid may be considered in the award and/or determination of the lowest responsible and responsive bidder.

5. BIDDING PROCEDURES

- A. Bids shall be submitted on the proposal forms included with these specifications and contract documents (see pages 28 and 29), and on Form No. 96 (see Exhibit A).
- B. A bid will not be invalid if it has not been received in the office of the City Clerk-Treasurer prior to the time and date for receipt of bids as indicated in the Notice to Bidders.
- C. Bids must be submitted in a sealed envelope furnished by the bidder and clearly labeled with the bidder's name and address. In order to guard against the premature opening of the bid, envelopes must also include the time and date of the bid opening and be clearly labeled "EECBG L.E.D. Lighting Grant".
- D. Bids forwarded by mail shall be sealed as indicated above, and addressed as follows: Board of Public Works and Safety, c/o Clerk-Treasurer's Office, 16 South 10th Street, Noblesville, Indiana 46060. Bids received by facsimile machine will not be accepted.
- E. If any of the required documents are not included, dated, or properly executed, the bid may not be accepted at the option of the Board of Public Works and Safety.
- F. The City of Noblesville reserves the right to reject any or all bids or alternates, delete any portions thereof, to waive any informalities or irregularities in any bid, and to award a contract, consistent with Indiana law, to the lowest and /or most responsible and responsive bidder(s).

6. BID BOND

- A. A bid for "EECBG L.E.D. Lighting Grant" must be accompanied by a bid bond, certified check or cashier's check in the amount of ten percent (10%) of the total bid amount, payable

to the City of Noblesville Board of Public Works and Safety as guarantee that if the bidder's bid is accepted, the bidder will execute a contract within ten (10) working days of its award.

- B. The failure or refusal of a successful bidder to enter into a contract within 10 working days after the award will result in forfeiture of the bid bond or check to the city as liquidated damages. Forfeiture of the security shall be the sole remedy of the City. At the Board of Public Works and Safety's option, award of the contract may then be made to the next lowest responsible and responsive bidder or all bids may be rejected and the City may re-advertise for bids.
- C. The form of the contract is attached hereto as Exhibit B.

7. POWER OF ATTORNEY

- A. Attorneys in fact, who sign bid bonds or contract bonds, must file with each bond a certified and effectively dated copy of their power-of-attorney.

8. REQUIREMENTS FOR SIGNING PROPOSALS

- A. Bid submitted by an individual:
 - 1. If a bid is submitted by an individual, said proposal shall be signed by the person making such bid, or the bid must have attached thereto a power-of-attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
- B. Bid submitted by a partnership:
 - 1. If a bid is submitted by a partnership, said proposal shall be signed by all of the partners or by an attorney-in-fact, there must be attached a certified and effectively dated copy of their power of attorney for the individuals for whom it is signed.
- C. Bid submitted by a corporation:
 - 1. If the bid is submitted by a corporation, the proposal shall be signed, the correct corporate name there of and the signature of the president or other authorized officers manually written below the corporate name and the attested signature of the secretary of the corporation.

9. LIQUIDATED DAMAGE FOR FAILURE TO ENTER INTO CONTRACT

- A. The successful bidder, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received notice of the acceptance of this

bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with their bid unless otherwise granted an extension by the Board of Public Works and Safety for good cause.

10. NON-COLLUSION AFFIDAVIT

- A. The bidder shall execute an affidavit to the effect that they have not colluded with any other person, firm or corporation in regard to any bid submitted. Any bid found by the City of Noblesville to be a collusive will be rejected.

GENERAL PROVISIONS

1. CONTRACT TERMS AND EFFECTIVE DATES

- A. The contract(s) shall become effective on the day of signing and approval by the City of Noblesville, Board of Public Works and Safety and the contractor.
- B. The terms of the contract for "Materials and Labor for the Installation of L.E.D. Lighting", are in effect unless otherwise terminated by either party in accordance with the terms and conditions of the contract.

2. INDEPENDENT CONTRACTOR STATUS

- A. The contractor(s) performing services under a contract with the City shall be deemed an independent contractor and operate as a separate entity from the City of Noblesville. The City shall be, in no way, responsible for any acts or omissions of the contractor or its employees.

3. NON-DISCRIMINATION

- A. The contractor hereby assures that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana code 22-9-1-10. The contractor, by submitting a bid, certifies and agrees that if it is the successful bidder and awarded a contract, the contractor or any subcontractors, or any other person acting on behalf of the contractor or subcontractor shall not discriminate against any employee or applicant for

employment, to be employed in the performance of a contract with the City of Noblesville, with respect to said employee's hire, tenure, terms, conditions, and privileges of employment or any other matters directly or indirectly related to employment because of the employee's or applicant's race, color, religion, age, gender, disability, national origin, or ancestry. Also, in this regard and pursuant to Indiana code 36-1-12-15(b), the contractor agrees that the provisions of Indiana code 5-16-6-1 are hereby incorporated by reference into these specifications and contract documents as if they were fully set forth herein, and shall be binding upon the contractor. Breach of this covenant may be regarded as a material breach of contract.

4. PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT

- A. The successful bidder for "Materials and Labor for the Installation of L.E.D. Lighting," shall furnish the City of Noblesville a corporate surety bond or an irrevocable letter of credit from an Indiana financial institution in the amount of one hundred and ten percent (110%) of contract award.
- B. The corporate surety bond or irrevocable letter of credit shall be conditioned on the faithful performance of the work in accordance with these specifications and contract documents and the due payment of all lawful claims for all labor, materials, equipment, tools, fees and other items used in the performance of the work.
- C. As a condition of awarding the contract, the successful bidder must furnish the corporate surety bond or irrevocable letter of credit within ten (10) working days after awarding the contract. Failure to do so within this time may be interpreted, at the discretion of the Board of Public Works and Safety, as failure to perform the obligations set forth in these specifications and contract documents. The Board may then consider other bids, and/or rebid the project.
- D. The form of the bond is attached hereto as Exhibit C. The same conditions shall apply to an irrevocable letter of credit as indicated in the bond.

5. INSURANCE

- A. Prior to commencing work, the contractor shall furnish the City of Noblesville a certificate of insurance in accordance with the following minimum requirements, shall maintain insurance in full force and effect, and shall keep on deposit at all times during

the term of the contract, with the City of Noblesville, the certificate of proof of issue by the insurance carriers that such insurance is in full force and effect. The contractor shall specifically include liability coverage for the City of Noblesville as an additional insured.

- B. Each certificate shall require that notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- C. The contractor shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation	Statutory
Employer's Liability	\$500,000
General Liability	Combined bodily injury and property damage \$1,000,000 each occurrence and aggregate
Automobile Liability	Combined bodily injury and property damage \$1,000,000 each occurrence and aggregate
Excess Umbrella Coverage	\$1,000,000 each occurrence

- D. Employer's liability coverage will be required of the contractor and any subcontractor where any class of employee engaged in the performance of work is not protected under the worker's compensation statute.
- E. To the extent permitted by law, all or any part of required insurance coverage(s) may be provided under a plan of self-insurance subject to the approval of the City of Noblesville Board of Public Works and Safety. Any plan of self-insurance must be submitted for review when bids are submitted.

6. INDEMNITY

- A. The contractor shall agree to indemnify and hold harmless and blameless the City of Noblesville, its officers, agents, officials, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths arising out of any negligent act of omission by the contractor or any of its officers, agents, officials, and indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to reason of insurance required under the provisions of these specifications and contract documents.

7. FORCE MAJEURE

- A. Neither the contractor nor the City shall be liable neither for the failure to perform their duties nor for any resultant damage, loss, etc., if failure is caused by catastrophe, riot, war, government order or regulation, strike, fire, act of God or other similar or different contingency beyond the reasonable control of the contractor or City.
- B. If after their cessation the contractor is unable to render full or substantial performance of the service for a period of fourteen (14) days, the contractor or the City may terminate this contract upon written notice given at least thirty (30) days in advance to the other party.

8. ASSIGNMENT OF CONTRACT

- A. The contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having the prior written approval from the City of Noblesville Board of Public Works and Safety. Any attempt by the contractor to subcontract or assign any portion of the contract shall not be construed to relieve the contractor from any responsibility to fulfill its obligations in accordance with the provisions of these specifications or any contract documents.

9. CONTRACTOR'S DEFAULT

- A. If the contractor fails to provide installation and or materials to maintain lighting services in accordance with the provisions of these specifications or any contract document, or fails to provide installation and or materials to maintain lighting services in a satisfactory manner, the City shall have the right to demand in writing a statement that explains the reasons for non-performance, or the delayed, partial or substandard performance of installation and or materials, along with adequate assurance from the contractor that steps have been or are being taken to rectify the situation. The contractor must, within five days of receipt of such demand, return a written statement to the Board of Public Works and Safety or its designated representative. The contractor also has the option to appear before the Board of Public Works and Safety.
- B. It shall be mutually agreed that if the contractor fails to provide installation and or materials

to maintain lighting services in accordance with the provisions of these specifications or any contract document, and the contractor is not able to correct the breach within twenty-four (24) hours, the City may secure a contractor for the purpose of temporary lighting services without actually terminating the contract. If such provisions are made by the City, the contractor shall be responsible for any and all costs that may be incurred for such services, and such amounts shall be deducted from amounts owed to the contractor. If the costs for such services exceed the amounts owed to the contractor, the contractor is liable to reimburse the City for any such costs.

- C. If the contractor fails to provide services in accordance with the provisions of these specifications or any contract document for a period of five (5) days, except under conditions of force majeure, the City may, after giving the contractor five (5) days written notice of the nature of the breach, terminate the contract. The City shall find another suitable entity to provide services, and the contractor shall be responsible for the cost if the difference in cost if such substitute service exceeds the contract rate. If such provisions are made by the City of Noblesville, any and all costs and expenses which may be incurred shall be deducted from amounts the City may owe the contractor. If the costs exceed the amounts owed in the contract, the contractor is liable to reimburse the City for any such costs.
- D. The contractor may be considered in default by the City if any of the following occur:
1. The contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 2. Proceedings are instituted by or against the contractor or an order is made or entered granting an extension of time for payment, composition, adjustment, modification, settlement or satisfaction of its debts and liabilities.
 3. A receiver or trustee is appointed for the contractor or the contractor's property.
 4. The contractor is subcontracted without the consent of the City of Noblesville Board of Public Works and Safety.
 5. The contract or any right, monies or claims are assigned by the contractor without the consent of the City of Noblesville Board of Public Works and Safety.
 6. There is a substantive breach of any obligation or duty owed under the provisions of these specifications or any contract document.

- E. The City shall also be entitled as a matter of right to an injunction against any breach of the provisions of the contract.
- F. If it becomes necessary for the City to institute legal proceedings to enforce the provisions of these specifications or any contract document, the contractor shall be responsible for the City's costs of such litigation, including reasonable attorney's fees.

10. REVOCATION

- A. Within 30 working days after the signing of this contract by both the City and the contractor, should the City find that the contractor has not started the job based on the contract date; the City has the right to revoke the contract by giving written notice of its intent to revoke to the contractor. By agreement, the revocation will not require a hearing before the Board of Public Works. The revocation will be immediate upon receipt of the written notice by the contractor.

11. TERMINATION

- A. The contract may be terminated at any time by mutual written consent on both the City and the contractor.
- B. Either party may terminate the contract without cause by giving the other party written notice of its intent to terminate the contract. In the event such written notice is given, the contract shall terminate on the date set forth in the written notice.
- C. If under the conditions of force majeure, either party may terminate the contract by giving the other party a thirty (30) day written notice of its intent to terminate the contract. In the event such written notice is given, the contract shall terminate on the date set forth in the written notice, which date shall be at least thirty (30) days after receipt of the notice by the other party.
- D. If the contractor fails to provide services in accordance with the provisions of these specifications or any contract document for a period of five (5) days, except under conditions of force majeure, the City may terminate the contract by giving the contractor a five (5) day written notice of its intent to terminate the contract. In the event such written notice is given, the contract shall terminate on the date set forth in the written notice, which date shall be at least five (5) days after receipt of the notice by the contractor.

12. WAIVER

- A. A waiver by either party of any breach of any provision of these specifications or any contract document shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No inspection, observation, payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived is to material part of the contract such that a waiver would affect the essential bargains to the parties, the waiver must take the form of a contract modification as provided for elsewhere in these specifications and contract documents.

13. AMENDMENTS TO CONTRACT

- A. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

14. SEVERABILITY

- A. In the event that any provision, term or other portion of the contract, or any document or item referred to in the contract, shall be found to be invalid or unenforceable, then such provision, term or other portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision, term or other portion of the contract, or any document item referred to in the contract, shall not affect the validity or enforceability of any other provision, term or other portion of the contract, or any document or item referred to in the contract.

15. APPLICABLE LAWS

- A. The parties to the contract shall agree that the laws of the state of Indiana shall govern the validity, construction, interpretation, and effect of the contract. The contractor shall provide all services under these specifications and contract documents in compliance with all applicable federal, state and local laws, regulations and ordinances, as the same shall be in full force and effect upon the date of the contract.

- B. In the event it becomes necessary to litigate any term or condition of the contract, the parties shall agree that the County of Hamilton, State of Indiana shall be proper venue to settle such disputes.

16. BINDING EFFECT

- A. All provisions, covenants, terms and conditions of the contract apply to bind the parties and their legal heirs, representatives, successors and assigns.

17. METHOD OF AWARD – RESPONSIBLE BIDDER

- A. If at the time this contract is to be awarded to the lowest and/or most responsible and responsive bidder(s) and does not exceed the amount of funds then estimated by the City as available to finance the contract this contract may be awarded. The City reserves the right to accept or reject any and all bids and to waive any irregularities in bidding.

18. SUB-CONTRACTS AND LABORS

- A. No subcontractor(s) shall be employed by the contractor for any work on this project without the written consent of the City. The City retains the unrestricted right to refuse permission to the contractor to use any subcontractor(s) that the City deems to not be in the best interest of the City.
- B. The contractor agrees to be fully responsible to the City for all acts or omissions of his subcontractor(s) and of anyone employed directly or indirectly by the contractor. The contractor agrees to bind every subcontractor and each subcontractor shall agree to be bound by the terms of these contract documents. The contract documents shall not create any contractual relationship between the subcontractor(s) and the City.

19. Grant Compliance

- A. The Contractor shall be required to meet the compliance requirements of the Grant application.
- B. The responsible bidder must show that materials are manufactured in the United States. The responsible bidder must show compliance with the Davis-Bacon Act and required Federal and State labor regulations.

- C. The responsible bidder must submit in writing the intent of disposal and containment information including location and methods of disposal for all hazardous and controlled materials removed and/or used during the duration of the project. All expenses for the disposal of removed and unused material whether listed as hazardous or not shall be the responsibility of the Contractor and is to be included as part of the cost of the contract.
- D. The Contractor hereby acknowledges to and for the benefit of the City of Noblesville and (Owner) the US Department of Energy (Authority) that it understands the work, goods and services under this Agreement are being funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 and such law contains provisions commonly known as "Buy American" (and as such is supplemented from time to time by federal rules and guidance) that requires all of the iron, steel and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Authority, and agrees, that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project as provided by the Contractor under this Agreement will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements and (c) the Contractor will provide any further certification or assurance of Compliance with this paragraph as may be requested by the Owner or the Authority. Notwithstanding any other provision of the Agreement, any failure to comply with this Paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.



GE Lighting Solutions

3010 Spartanburg Hwy
East Flat Rock, NC 28726

Subject: **LUMINAIRE CERTIFICATION**

The Underwriter **GE Lighting Systems**

(Name of Manufacturer)

3010 Spartanburg Highway, Hendersonville, NC

(Complete Address)

Declares that the product **EAMT05S5N60A1CDKBZ** meets to requirements for the American Reinvestment and Recovery Act.

Issued: July 14, 2010

Hendersonville, NC USA 28792

Greg Gordon
Product Information Specialist

**Statement of Compliance with the Buy American Provision
of the American Recovery and Reinvestment Act (ARRA)**

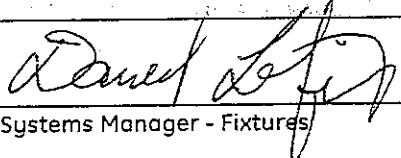
Product: GE EAMT Evolve™ Area Light Luminaire	
Catalog Nos. (attach additional sheets if necessary)	
Manufacturing Location:	Hendersonville, North Carolina USA
Manufacturer:	General Electric, Consumer & Industrial
Date:	July 1, 2010

Note: International Trade Agreements do not apply for this project.

Substantial transformation has occurred in the U.S.
If the answer is Yes to any of Questions 1, 2, or 3.

Criteria	Yes	No
1. Were all of the components of the manufactured good manufactured in the United States?		X
2. Were all of the components of the manufactured good manufactured in the United States, and were all of the components assembled into the final product in the U.S.? If the answer is yes to both of these questions, then the product is manufactured in the U.S., and inquiry is complete.		X
3. Was there a change in character or use of the good or the components in America? (These questions are asked about the finished good as a whole, not about each individual component). The answer is yes if the answer is yes to any of 3a, 3b, or 3c:	X	
a. Was there a change in the physical and/or chemical properties or characteristics designed to alter the functionality of the good?	X	
b. Did the manufacturing or processing operation result in a change of a product(s) with one use into a product with a different use?		X
c. Did the manufacturing or processing operation result in the narrowing of the range of possible uses of a multi-use product?	X	
4. Was/were the process(es) performed in the U.S. (including but not limited to assembly) complex and meaningful? The answer is yes if the answer is yes to at least two of 4a, 4b, 4c, 4d, or 4e:	X	
a. Did the process(es) take a substantial amount of time?	X	
b. Was/were the process(es) costly (labor/assembly costs in U.S. over XX% of total product cost)?		
c. Did the process(es) require particular high level skills (skilled mechanics, specific training requirements, etc.)?		X
d. Did the process(es) require a number of different operations?	X	
e. Was substantial value added in the process(es)?	X	

Please elaborate any "Yes" answers (include additional sheets as needed):


Systems Manager - Fixtures

Daniel Lefitz

Printed Name



®

Hubbell Lighting, Inc.

14 July 2010

TO WHOM IT MAY CONCERN:

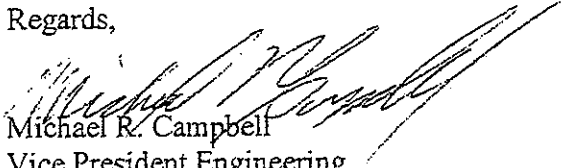
Project: LED Street, Noblesville

Hubbell Lighting, Inc. is a full-line manufacturer of commercial and industrial lighting fixtures, poles, and sensors. The poles listed below are manufactured by Hubbell Lighting Inc. in the United States at our Beacon Lighting manufacturing facilities in Bradenton, Florida. These products qualify as "domestic construction material" as defined in Section 252.225-9 of Federal Acquisition Regulation (FAR) in solicitations specifying the Buy American Act, and fully meet the requirements of the Buy American Act. Additionally, these fixtures also meet the Buy American Act requirements for the American Recovery and Reinvestment Act of 2009 (ARRA) for Commercially-Available-Off-The-Shelf (COTS) items per FAR 52.225-21.

Fixtures:

LED Retrofit Kit

Regards,


Michael R. Campbell
Vice President Engineering
Hubbell Lighting, Inc.

Scheduling delivery

The successful bidder shall arrange, in advance, a mutually satisfactory schedule with the City for delivery. The successful bidder shall guarantee delivery of all material within four (4) weeks of bid award. If this delivery schedule cannot be met, please provide an alternate delivery schedule. The City of Noblesville reserves the right to reject bids, which offer an unsatisfactory delivery schedule. Delivery shall be made to the following address:

City of Noblesville Street Department
1575 Pleasant Street
Noblesville, Indiana 46060
(317) 776-6348
(317) 776-4639 Fax

QUOTATION: We hereby offer to furnish and deliver the following L.E.D. streetlight conversion fixtures. F.O.B Destination, Freight Prepaid as specified

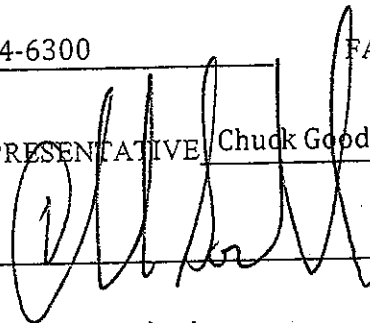
COMPANY Gaylor Inc

ADDRESS 17225 Kraft Court

CITY Noblesville STATE IN ZIP 46060

PHONE 317-214-6300 FAX 317-214-6301

COMPANY REPRESENTATIVE Chuck Goodrich

SIGNATURE 

PRINT NAME Chuck Goodrich

TITLE Vice President

DATE SUBMITTED 6/29/2010

Installation will be complete by 11/1/2010

EXHIBIT A
FORM 96

EXHIBIT B

CONTRACT

FOR

**Materials and Labor for the Installation of L.E.D. Lighting Systems
For the City of Noblesville Indiana**

The City of Noblesville Board of Public Works is awarding this Contract To:

_____ for Labor and Materials for the installation of up to six hundred (600) L.E.D. fixtures for the City of Noblesville and thirty (30) L.E.D. Fixtures Cobra Head Style for State Road 37. The successful bidder agrees to fulfill all obligations of this contract and maintain the required bid specifications as listed. The Contractor understands that all parts of this document (29) pages in total compile the contract in its entirety and all verbiage, exhibits and maps are to be considered inclusive to the contract.

Questions concerning the bid specifications during the installation process should be directed to Len Finchum, Street Commissioner or Patty Johnson Assistant Street Commissioner at (317)-776-6348 Monday through Friday between 8:00am and 4:30pm.

The successful bidder shall provide a copy of their warranty agreement, which must include the following provisions:

1. That all parts, workmanship and labor shall be fully guaranteed against defects in performance or construction for at least seven years from the date of installation and acceptance.
2. That any materials, parts, workmanship, labor or equipment which is found to be defective within the warranty period shall be repaired or removed at the contractor's expense regardless of any previous inspection or final acceptance by the City. That any warranty work must be initiated by the Supplier within 48 hours following the Supplier's notification of the warranty claim or repair request.

In the event that, in the Opinion of the City, the failure of any parts, equipment, material, or workmanship, within the warranty period constitutes a failure to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause for rejection of any or all equipment furnished under these listed specifications.

The City of Noblesville Board of Public Works and Safety reserves the right to terminate any award, with or without cause, without any liability upon Thirty (30) days notice from the Board of Public Works and Safety Administrator or authorized representative.

The successful bidder agrees not to assign or transfer this contract or any part thereof without the written permission of the City of Noblesville acting through the Board of Public Works and Safety, or the authorized representative. Any unauthorized assignment may subject the contract to immediate termination.

Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor shall be brought to the attention of Len Finchum Street Commissioner, Patty Johnson Assistant Commissioner 317-776-6348 as soon after discovery as possible. Further, the contractor shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Please provide at minimum, three (3) references, preferably municipal government where your company has supplied L.E.D. fixtures. Failure to list references may result in disqualification.

1. _____

2. _____

3. _____

All written notices, properly addressed and sent by mail, certified or registered mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this contract.

1. Address for notices to the City:
City of Noblesville Board of Public Works and Safety
Attn: Clerk-Treasurer
16 S. 10th Street
Noblesville, Indiana 46060

2. Address for notice to Contractor:

IN WITNESS WHEREOF, the parties have signed this contract, in duplicate, on the

_____ of _____, 2010.

CITY
Board of Public Works and Safety
City of Noblesville, Indiana

CONTRACTOR
(Insert Contractor's Name)

John Ditslear, Mayor

Company

Lawrence Stork, Member

Address

Jack Martin, Member

Representative

Attest:

Janet S. Jaros, Clerk-Treasurer

EXHIBIT C

Performance Bond

KNOW ALL MEN BY THESE PRESENTS, That we, (1) _____

(2) _____, hereinafter called
"Principal," a corporation organized and existing under the laws of the State of
(3) _____, and authorized to transact business in the State of
Indiana, hereinafter called "Surety," and held firmly bound unto the City of Noblesville,
Indiana, hereinafter called "City", in the penal sum of One Hundred Thousand Dollars
(\$100,000.00), for the payment of which, well and truly to be made, we bind ourselves,
our heirs, administrators, executors, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, The Principal has entered into a certain written contract with the
City, dated the _____ day of _____, 2010, for the installation of L.E.D.
lighting in street lights in the City of Noblesville, Indiana, which contract is hereby
referred to and made part hereof as fully and to the same extent as if copied at length
herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE
SUCH, That if the Principal shall faithfully perform all terms and conditions of the
contract during the original term thereof, and any extension thereto which may be granted
by the City, with or without notice of the Surety, and if the Principal shall satisfy all
claims and demands incurred for labor and materials entering into the performance of the
contract, and shall fully indemnify and hold harmless the City from all costs and damages
which it may suffer by reasons of failure to do so, and shall reimburse the and repay the
City all outlay and expense which the City may incur in making good any default, and
shall promptly make payment to all persons, firms, subcontractors and corporations
furnishing materials or performing labor in the prosecution of the work provided for in
such contract, and any authorized extension or modification thereof, then this obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, That the Surety, for value received, hereby stipulates
and agrees that no change, extension of time, alteration or addition to the terms and
conditions of the contract or to the work to be performed there under, or to the
specifications accompanying the same shall in any way effect its obligation on this bond,
and it does hereby waive notice to any such change, extension of time, alteration or
addition to the terms and conditions of the contract or to the work to be performed
hereunder, or to the specifications.

PROVIDED FURTHER, That no final settlement between City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, This instrument is signed on this _____ day of _____, 2010.

Principal (Seal)

Witness as to Principal

By: _____
(Title)

Surety (Seal)

Witness as to Surety

By: _____
Attorney-in-Fact

1. Correct Name of Contractor
2. A Corporation, a Partnership, or an Individual, as appropriate
3. Surety's State of Organization

CONTRACTORS BID FOR PUBLIC WORK – FORM 96 PART I

(To be completed for all bids. Please type or print)

Date: June 29, 2010

- 1. Governmental Unit (Owner): City Of Noblesville, Indiana
- 2. County: Hamilton
- 3. Bidder (Firm): Gaylor, Inc.
Address: 17225 Kraft Court
City/State: Noblesville, Indiana 46060
- 4. Telephone Number: (317) 214-6300
- 5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of LED Streetlighting

(Governmental Unit) in accordance with plans and specifications prepared by City Of Noblesville

_____ and dated _____ for the sum of
(See Bid Form For Pricing) \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the Governmental Unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, 20____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Government Unit: City Of Noblesville

Bidder (Firm): Gaylor, Inc

Date: June 29, 2010

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
\$2,472,339	Correctional Facility (Ph 3)	2009	Hamilton County Government Noblesville, Indiana
\$124,880	Institutional	2009	PU – Lilly West High Voltage Upgrades
\$104,939	Institutional	2009	PU – Forney Hall High Voltage Upgrades
\$3,836,980	Correctional Facility (Ph1)	2008	Hamilton County Government Noblesville, Indiana

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner
\$10,000,000	Institutional	2012	Mackey Arena Renovation
\$4,000,000	Institutional	2010	Ball State North Residence
\$7,000,000	Institutional	2010	IU Ashton Dorms
\$2,090,000	Federal Military	2010	Lawrence Readiness Center

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Carl Meyer	Meyer & Najem Construction	(317) 577-0007
Gary Stein	Wabash Valley Power	(317) 481-2910
Jae Ebert	Riverview Hospital	(317) 773-0760
Kevin Bort	Steel Dynamics, Inc.	(219) 868-8000
John Bott, PE	Hendricks Community Hospital	(574) 946-3401

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, completed the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

- | | |
|------------------------|------------------------------------|
| 1. Mobilize Forces | 6. Testing & Commissioning |
| 2. Process Submittals | 7. Owner Training |
| 3. Electrical Layout | 8. De-Mobilize Forces |
| 4. Electrical Rough-In | 9. Record Drawings and O&M Manuals |
| 5. Electrical Finishes | |

2. Please list the names and addresses of all subcontractor (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

- | | |
|---|--|
| 1. Global Constructors, Inc.
3313 S. Arlington Avenue
Indianapolis, IN 46203 | Electrical Excavation and Civil Work, Concrete Work |
| 2. Koorsen Protection Services, Inc.
2719 N. Arlington Avenue
Indianapolis, IN 46218-3322 | Fire Alarm, Telecommunications, CCTV, Security, CATV, Intercom, Nurse Call, Paging Systems |
| 3. Esco Communications, Inc.
PO Box 1243
Indianapolis, IN 46206-1243 | Fire Alarm, Telecommunications, CCTV, Security, CATV, Intercom, Nurse Call, Paging Systems |
| 4. Simplex Grinnell
11820 Pendleton Pike
Indianapolis, IN 46229 | Fire Alarm, CCTV, Security, CATV, Paging Systems |

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

Global Constructors, Inc.
3313 S. Arlington Avenue
Indianapolis, IN 46203

Electrical Excavation and Civil Work, Concrete Work – Excavators No Bond will be required

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Scissor Lifts, Cable Tuggers, Trailers, Miscellaneous hand tools/ equipment, Trucks, Bucket Trucks.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

BID OF

Gaylor, Inc. _____
(Contractor)

17225 Kraft Court _____
(Address)

Noblesville, Indiana 46060 _____

**FOR
PUBLIC WORKS PROJECTS
OF**

Noblesville LED Streetlighting _____

Filed _____

Action taken _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Gaylor, Inc.

P.O. Box 3757, Carmel, IN 46082-3757

as Principal, hereinafter called the Principal, and Western Surety Company

9000 Keystone Crossing, Suite 500, Indianapolis, IN 46240

a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter

called the Surety, are held and firmly bound unto City of Noblesville

16 South 10th Street, Noblesville, IN 46060 as Obligee, hereinafter called the Obligee, in the sum of

Ten Percent of the Maximum Amount of the Accompanying Bid Dollars (\$ 10%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Noblesville LED Street Lighting

Noblesville, IN

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of June, 2010

Teresa Jelbo
(Witness)

Gaylor, Inc. (Principal) (Seal)
By: John C. Gaylor (Title) President

Jo A Bray
(Witness)

Western Surety Company (Surety) (Seal)
By: Liana M. Shelton (Title)
Liana M. Shelton, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - February 1970 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Stuart P Peterson, Daniel T Touw, Philip R Peterson, Liana M Shelton, Norma J Lerch, Jason D McEldowney, Individually

of Indianapolis, IN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 2nd day of September, 2008.

WESTERN SURETY COMPANY



Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of September, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of June, 2010



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Bid Submittal Form

Date: 6/29/2010

Project Identification: City of Noblesville L.E.D. Street Lighting Project

Bid of Gaylor Inc. (hereinafter called Bidder)

To the City of Noblesville (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to bid for the purchase of L.E.D. Street Lights having carefully examined the plans, specifications, instructions to bidders, notice to bidders, and all other related contract documents and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

The purchase of up to six hundred (600) light emitting diode (L.E.D.) energy efficient lighting on five hundred eighty-eight (588) street lights and thirty (30) cobra head retro fit kits including labor and parts to complete installation.

CONTRACTOR'S ITEMIZED DESCRIPTION FOR MATERIALS:

<u>Lamps -</u>	\$ 350.00	<u>each</u>
<u>Adaptors, Parts, Material -</u>	\$ 5.00	<u>each</u>
<u>Labor -</u>	\$ 100.00	<u>each</u>
<u>Disposal -</u>	\$ 5.00	<u>each</u>
Total Cost Per Unit:	<u>460.00</u>	

<u>Cobra Head Retro Kit -</u>	\$ N/A	<u>each</u>
-------------------------------	--------	-------------

Cobra Head Retro Kit -	\$ 740.00	each
Cobra Head Labor -	\$ 800.00	each
Disposal -	\$ 25.00	each
Total Cost Per Cobra Unit:	1,565.00	

This pricing is to be an all-inclusive cost to complete the project whether required items necessary to complete work are listed or priced. All expenses the Contractor incurs not listed or added to the Grand Total cost to complete the project are to be the responsibility of the Contractor. No changes or additions shall be made without prior authorization from the Noblesville Board of Public Works and Safety.

Addendum #1 6/9/2010

Addendum #2 6/11/2010

Addendum #3 6/22/2010

Addendum

To:

Attn:

From: Len Finchum, Street Commissioner

Re: L.E.D. Street Lighting Bid Specs

Due to the Davis Bacon Act there will be a prevailing wage hearing on June 22, 2010 at 9:00 a.m. during the Board of Public Works and Safety meeting to set a prevailing wage for this project. Therefore it will delay the opening of the bid packets to June 29, 2010 9:00 a.m. Bid awarding is now scheduled for the July 13, 2010 Board of Public Works and Safety meeting.

Acknowledgement of this addendum must be included in the bid packet.

ADDENDUM #2
L.E.D. GRANT BID SPECIFICATIONS

This addendum is in response to several e-mails I have received with questions on the bid specifications. I apologize to everyone for any confusion on the specifications. The bid packet was changed last minute and unfortunately some things were not caught or clearly explained. If anyone would have additional questions not covered by this addendum please e-mail me at lfinchum@noblesville.in.us. Thank you for your patience.

1. Regarding part numbers and details on the type of lamp/bulb we want – that is up to the bidder to supply what they have to offer. The examples I have placed in the bid specifications are just that. We are not specifying any type or brand.
2. We hope to purchase as many as 600 bulbs but this depends on pricing. We would like to have as many lampposts converted over to L.E.D. as possible.
3. No photocells will be necessary; all systems are covered on a metered system or multiple posts on one photocell.
4. 90% of the lights in our system are 120 volt. We have only 15 that are 207 volt. They also have the large mogul base.
5. All existing ballast will need to be removed and disposed of in accordance with bid specification requirements.
6. Traffic control will be the responsibility of the awarded contractor. A bucket truck will be necessary to complete the majority of the work.
7. All permitting including encroachment permits will be taken care of by the Street Department at no charge to the contractor.
8. No restrictions will be placed on when construction hours are but the schedule will need to be preapproved by the Street Department before starting.
9. All manufacturers' warranties will be accepted. There is no 7 year restriction on the warranty.
10. Maps and street identification will be supplied to the awarded contractor.
11. Contractors that have not executed this type of work should closely read the requirements of the bid specifications. All bids will be accepted but work experience will be closely reviewed.

12. A detail of the type of lamp assembly we have is attached.
13. Davis-Bacon is implemented as well as Buy American and MBE/WBE requirements in grant specifications.
14. Copies of the guidance on documenting compliance with the Recovery Act American provisions and guidance on manufactured goods and substantial transformation for financial assistance awards is available if requested. Please e-mail me for copies.

I wish to remind everyone that the due to the Davis-Bacon requirements of this bid a hearing date of June 22nd has been set to establish prevailing wage for this project. This will move the bid submittal date to June 29th at which time the Board of Public Works and Safety will open and read all bids. The bid will be awarded on July 13th. All meetings are held in the council chambers at City Hall at 9:00 a.m.

Again I apologize for any inconvenience and wish everyone the best on the submittals.

Len Finchum

Street Commissioner
Noblesville Street Department

LF/rp

ADDEDUM #3
L.E.D. GRANT BID SPECIFICATIONS

As with addendums #1 and #2 please acknowledge this addendum as well in your bid packet. Common wage was established at 8:00 a.m. Tuesday, June 22, 2010 by the Common Wage Board at City Hall. Davis Bacon scale was voted to be used on this project.

Bid packets are due June 29, 2010 by 8:30 a.m. and will be opened at 9:00 a.m. Bid awarding is scheduled for July 13, 2010 at 9:00 a.m.

GE EVOLVE™ LED SERIES

Roadway Medium Cobrahead (R150)



APPLICATIONS

- System that provides an advanced LED optical system providing high uniformity, glare control, improved vertical light distribution, and reduced light trespass for effective Roadway Lighting.

Housing: Die cast aluminum housing. Aesthetically inspired by a traditional roadway (Cobrahead) fixture, it incorporates a heat sink directly into the unit ensuring maximum heat transfer, long LED life and a reduced EPA. Meets ANSI 2G vibration standards. For 3G rating contact factory. Power door assembly with retention latch.

LED and Optical Assembly: Structured LED array for optimized roadway photometric distribution. Evolve™ Light Engine consisting of nested concentric directional reflectors designed to optimize application efficiency and minimize glare. Utilizes High Brightness LEDs, 70 CRI at 6000K typical. Photometric measurements in accordance with LM-79. Rated at -40° to 50°C.

Lumen Maintenance: System rating is 50,000 hours @ L80.

Ratings: UL/cUL listed, suitable for wet locations. IP 65 rated optical enclosure.

Mounting: 4-Bolt Slipfitter with + -5 degrees of adjustment for leveling. Cast end pipe stop. Wildlife intrusion protection at mounting arm. Adjustable for 1.25 in. or 2.0 in. pipe.

Finish: Corrosion resistant polyester powder paint. Standard color: Gray. For custom colors contact factory. Standard warranty applies.

Electrical: 120-277 volt universal electronic driver. 347-480 volt available. Drive current 467mA typical. System power factor is >90% and THD <20% full load. Class "A" sound rating
Integral Surge protection per IEEE/ANSI C62.41-1991.
• 277V Systems: Location Category B2
• 480V Systems: Location Category B3
PE available for all voltages.

Warranty: 5 year limited system warranty

Catalog Number:

ERMC - - - - -

ORDERING NUMBER LOGIC Sample Number = ERM00XX60A1GRAYXXX BELOW SUGGESTED ORDER LOGIC

ERMC	0	XX	60	A	1	GRAY	XXX
PROD. ID E = LED Product Platform R = Roadway M = Medium C = Cobrahead	VOLTAGE 0 = 120 - 277 H = 347 - 480	PHOTOMETRICS A1 = Asymmetric Wide 6000 lumens A2 = Asymmetric Wide 8700 lumens A3 = Asymmetric Wide 9600 lumens A4 = Asymmetric Short 5100 lumens A5 = Asymmetric Short 7000 lumens A6 = Asymmetric Short 7800 lumens	LED COLOR TEMP 60 = 6000K 41 = 4100K Contact factory for availability	LENS TYPE A = Acrylic	PE FUNCTION 1 = None 2 = PE Rec. 4 = PE Rec. with Shorting Cap 5 = PE Rec. with Control	COLOR GRAY = Gray	OPTIONS E = GE Level F = Fusing L = Tool-Less Entry S = Shield XXX = Special Options

Distribution	Typical Initial Lumens	Typical System Wattage 120-277V	Typical System Wattage 347-480V	Pole Spacing (2-4 lanes)	Photometric Curve Number
1) Asymmetric Wide - Medium	6000	95	100	4-6:1	454237
2) Asymmetric Wide - Medium	8700	142	149	4-6:1	454238
3) Asymmetric Wide - Medium	9600	157	165	4-6:1	454239
4) Asymmetric Short	5100	80	84	2-4:1	454240
5) Asymmetric Short	7000	115	121	2-4:1	454241
6) Asymmetric Short	7800	127	133	2-4:1	454242

Distribution	Typical Initial Lumens	Typical System Wattage 120-277V	Typical System Wattage 347-480V	Pole Spacing (2-4 lanes)	Photometric Curve Number
7) Asymmetric Wide - Medium	3100	49	52	4-6:1	454243
8) Asymmetric Wide - Medium	4100	64	67	4-6:1	454244

Note: Values supplied above may be subject to revision based on final LM-79 test results.

GE Lighting Systems, Inc.

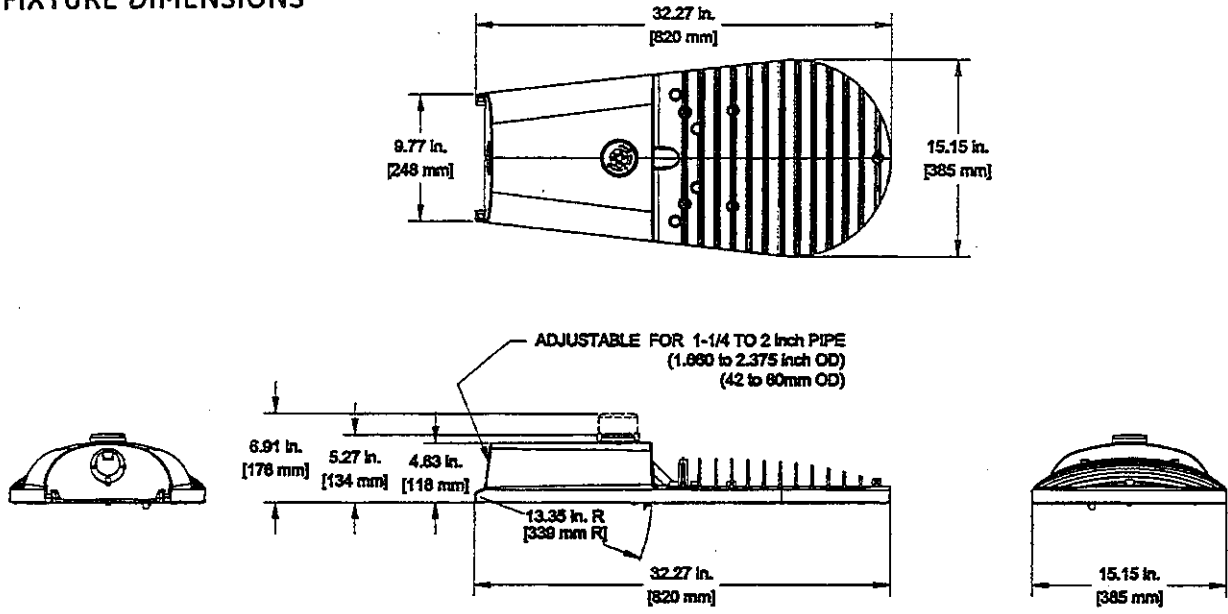
3010 Spartanburg Hwy. East Flat Rock, NC 28726 - Visit us on the web @ www.gelightingsystems.com

LED ROADWAY / 2010

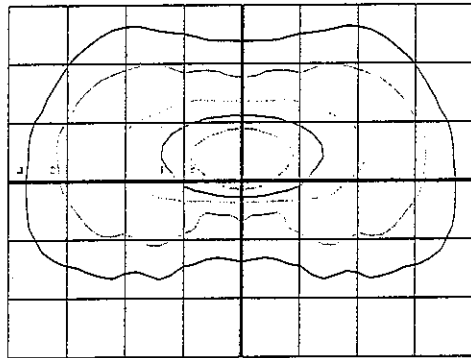
GE EVOLVE™ LED SERIES

Roadway Medium Cobrahead (R150)

FIXTURE DIMENSIONS

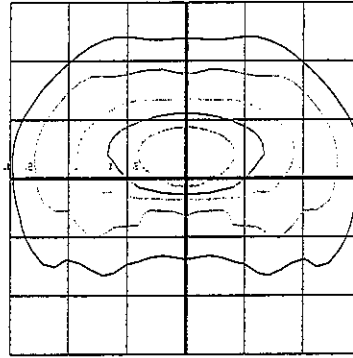


Iso - Illuminance Plot - A1, A2, A3



ASYMMETRIC WIDE

Iso - Illuminance Plot - A4, A5, A6



ASYMMETRIC SHORT

DATA

Approximate Net Weight
EPA with Slipfitter

35 lbs 16 kgs
1.1 sq ft max 0.10 sq M max

Information provided is subject to change without notice. All values are design or typical values when measured under laboratory conditions.

GE Lighting Systems, Inc.



LRK-2

Universal LED Retrofit Kit

For post-top acorn & sphere luminaires

Project Information

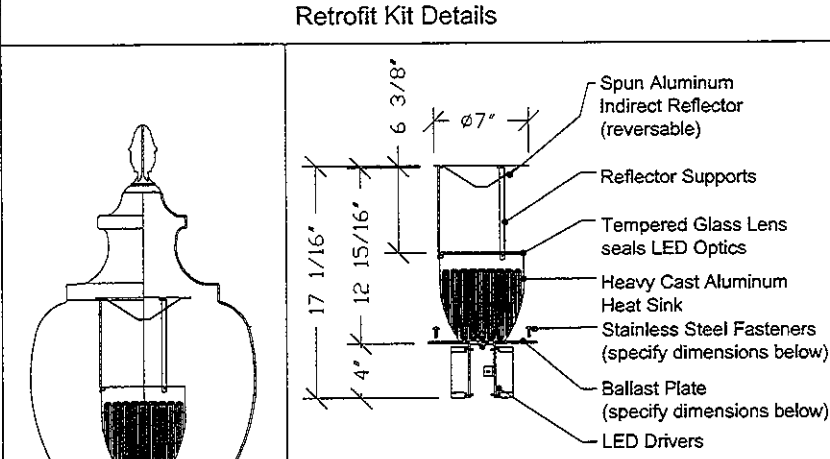
Name / Location: _____ / _____

Type / Quantity: _____ / _____

Sold to: _____

PO#: _____

Approvals



- Benefits**
- Indirect reflector significantly reduces glare
 - 50,000+ hour lamp life at 70% lumen maintenance
 - Up to 75% energy savings
 - Replaces Up to 175w Metal Halide or 150w High Pressure Sodium Sources
 - Designed to fit most post top luminaires
 - Available in 120 - 480V
 - Built-in lightning surge protection

Replacement Globe Info (optional)

A B C D

Globe options (select one)

acrylic clear textured

polycarbonate clear textured

Select Globe Style
(Contact Factory for other styles)

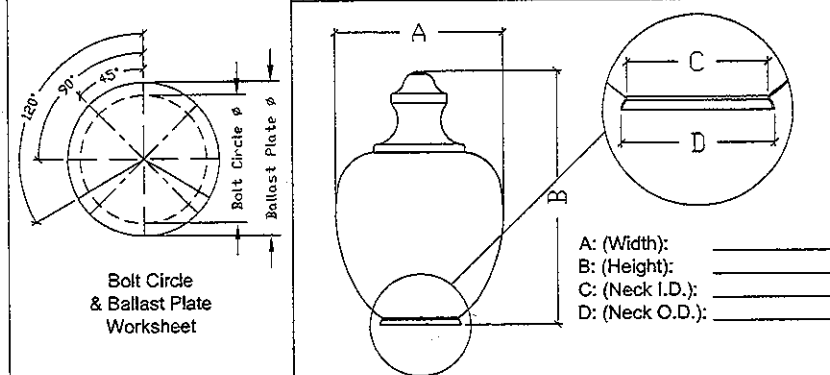
* Consult factory for (D) Sphere Globe Options

Specifications

Construction:
All cast aluminum parts shall be low copper alloy A356. All extruded aluminum parts shall be alloy 6061-T6, 6063-T5 or equal.

Electrical Assembly (LED):
The electronic driver(s) shall be mounted with nonferrous fasteners. The driver(s) shall have a high-temperature, flame-resistant (UL 94V-0 minimum) enclosure. The input voltage range shall be 120-277 VAC, 47 to 63 Hz with a 90% power factor at full load. An integral step-down transformer shall be provided when a 347V or 480V input voltage is required. Load regulation shall be +/- 3%. The driver shall have output over voltage and over current protection and output short circuit protection with auto recovery. Operating temperature shall be -30°C to 60°C. The driver shall be designed to operate for 100K hours (MTBF) and the LED source shall be rated for a minimum of 50K hours (70% lumen maintenance @ 35°C ambient temperature). The LED source shall be mounted to an aluminum heat sink and located within a luminaire (by others).

Dual drivers may be utilized for bi-level switching.



The retrofit kit shall be UL Classified and suitable for installation in qualifying wet location rated fixtures.

Fasteners:
All fasteners shall be stainless steel.

Finish:
Heat sink finish shall be Beacote V black polyester powdercoat electrostatically applied and thermocured. Components shall be subjected to chemical pre-treatment prior to painting by immersion process.

Mounting Information

Ballast Plate ϕ : _____	Bolt Circle ϕ : _____	# of Bolts	Bolt Pattern	LED Package	Voltage
Bolt Length: _____	Bolt Size: _____	<input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> Other: _____	<input type="checkbox"/> @ 45° <input type="checkbox"/> @ 90° <input type="checkbox"/> @ 120° <input type="checkbox"/> @ 180° <input type="checkbox"/> Other: _____	<input type="checkbox"/> 24W LED <input type="checkbox"/> 48W LED <input type="checkbox"/> 60W LED <input type="checkbox"/> 80W LED	<input type="checkbox"/> 120 - 277V <input type="checkbox"/> 347V <input type="checkbox"/> 480V <input type="checkbox"/> Other: _____

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE**

DATE: JULY 27, 2010

PREVIOUSLY DISCUSSED ITEMS _____

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

1

ITEM# 4

SOURCE:

DOCUMENTS PREPARED BY: RAY THOMPSON

VERBAL: _____

INFORMATION ATTACHED: XXXX

NO PAPERWORK AT TIME OF PACKETS: _____



CITY OF NOBLESVILLE
JOHN DITSLEAR, MAYOR

July 21, 2010

TO: Board of Public Works & Safety Members
FROM: Ray Thompson, Utility Director *RT*
REF: Phase II – Treatment Plant Improvements
Change Order Number 3

DEPARTMENT OF
WASTEWATER
UTILITY

RAY THOMPSON
UTILITY DIRECTOR

Attached is Change Order Number Three (3) for the Phase II Treatment Plant Improvements Project. This change order is the final balance due for the remainder of this project which includes credits due to the City of Noblesville. Because of the delayed delivery of the walkway grating, we are requesting a forty-five (45) day extension.

I would appreciate the Board's approval of this change order.
If you have any questions, please feel free to contact me.

Attachment

RJT/bs



CHANGE ORDER NO. 3

PROJECT: Wastewater Treatment Improvements
Phase II - Plant Improvements

DATE OF ISSUANCE: July 21, 2010

OWNER: City of Noblesville, Indiana
197 West Washington Street
Noblesville, Indiana 46060

ENGINEER: HNTB Corporation
111 Monument Circle
Indianapolis, Indiana 46204-5178

CONTRACTOR: Reynolds, Inc.
4520 N State Road 37
Orleans, Indiana 47452

ENGINEER'S PROJECT NO.: 39245-CN-004.8D


You are directed to make the following changes in the Contract Documents.

Description: (Attached)

Purpose/Justification of Change Order: (Attached)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$15,499,000	Original Contract Time November 19, 2009
Previous Change Orders \$2,598,185 Two (2)	Net change from previous Change Orders 304 days
Contract Price prior to this Change Order \$18,097,185	Contract Time Prior to this Change Order September 19, 2010
Net Increase (Decrease) of this Change Order \$75,566	Net Increase (Decrease) of this Change Order 45 days
Contract Price with all approved Change Orders \$18,172,751	Contract Time with all approved Change Orders November 3, 2010

RECOMMENDED:

By 
HNTB Corporation

APPROVED:

By _____

Board of Public Works and Safety

Date _____

APPROVED:

By _____
Contractor

TABULATION OF ITEMS FOR CHANGE ORDER NO. 3

JOB NO: 39245-CN-004.8D

PROJECT: Wastewater Treatment Improvements
Phase II - Plant Improvements

OWNER: City of Noblesville, Indiana

TO: Reynolds, Inc.
4520 N State Road 37
Orleans, Indiana 47452

	SHORT DESCRIPTION	ADD (DEDUCT)
Item 1	Installation of 2-Inch Water Line North of RAS Pumping Building and Secondary Clarifiers*	\$0
Item 2	Modification of Aerobic Digestion Tanks' Stairs	\$1,996
Item 3	Paint South Blower Building	\$10,620
Item 4	Rework Primary Clarifiers' Sprockets, Chains and Replace Flight Chains	\$125,336
Item 5	Caulk Weirs for Existing Secondary Clarifiers*	\$0
Item 6	Remove Existing Asphalt Around Storm Structures and Valve Boxes*	\$0
Item 7	RAS Structure's MAS Panel and Conduit	\$5,000
Item 8	Credit for Temporary Power	(\$30,919)
Item 9	Credit for Computer Allowance	(\$17,115)
Item 10	Credit for SCADA Allowance	(\$50,000)
Item 11	Credit for Undercutting Allowance	(\$35,370)
Item 12	Credit for Owner's General Allowance	(\$295)
Item 13	Boiler Controls	\$13,566
Item 14	Sludge Lagoon Line	\$736
Item 15	Relocate and Incorporate Autosampler to SCADA	\$2,946
Item 16	Adjustment of Asphalt Pavement Quantities	\$6,567
Item 17	Air Piping Repairs on T&M	\$4,805
Item 18	Secondary Clarifier Scum Arm Repair	\$374
Item 19	Additional Fillets within UV Channels	\$2,649
Item 20	Conduit Relocation for Primary Clarifier Walkway	\$5,765

	SHORT DESCRIPTION	ADD (DEDUCT)
Item 21	Provide and Install Four New Slide Gates for Aeration RAS Boxes	\$26,270
Item 22	Relocate WAS Flow Meter	\$1,152
Item 23	Grounding for Solar Dryer Building	\$1,483
	TOTAL ADDITION (DEDUCTION) FOR THIS CHANGE ORDER (NOT INCLUDING THOSE ITEMS PAID FROM OWNER'S GENERAL CONTINGENCY ALLOWANCE)	\$75,566

* Paid from Owner's general contingency allowance

TABULATION OF ITEMS FOR CHANGE ORDER NO. 3

JOB NO: 39245-CN-004.8D

PROJECT: Wastewater Treatment Improvements OWNER: City of Noblesville, Indiana
Phase II - Plant Improvements

TO: Reynolds, Inc.
4520 N State Road 37
Orleans, Indiana 47452

<u>DESCRIPTION OF CHANGE</u>	<u>ADD</u>	<u>DEDUCT</u>
<p><u>Item No. 1/FTM No. 065/Reynolds submittal dated 12/9/09*</u> Installation of 2-Inch Water Line North of RAS Pumping Building and Secondary Clarifiers – At the Owner’s request, a 2-inch PVC water line was extended from a fire hydrant adjacent to the RAS pumping building extending north to the tree-line with a gate valve installed at the hydrant.</p>	\$0	
<p><u>Item No. 2/FTM No. 066/Reynolds submittal dated 11/15/09</u> Modification of Aerobic Digestion Tanks’ Stairs – The stairs and top landing to the aerobic digestion tanks were modified to extend down to the adjacent paved area since the existing stairs’ orientation was in conflict with the new garage addition.</p>	\$1,996	
<p><u>Item No. 3/FTM No. 060/Reynolds submittal dated 11/20/09</u> Paint South Blower Building – At the Owner’s request, the interior walls, floor, ceiling, piping, and existing equipment within the upper level of the south blower building was painted.</p>	\$10,620	
<p><u>Item No. 4/FTM Nos. 067 and 076/Reynolds submittals dated 2/22/10, 2/23/10 and 3/30/10</u> Rework Primary Clarifiers’ Sprockets, Chains and Replace Flight Chains – At the Owner’s request, the existing chains, sprockets, and idlers of the existing primary clarifiers’ flights were modified to allow for better operation of the sludge collection system.</p>	\$125,336	
<p><u>Item No. 5/FTM No. 061/Reynolds submittal dated 11/20/09 *</u> Caulk Weirs for Existing Secondary Clarifiers – The caulking at the weirs on the existing secondary clarifiers had deteriorated and was in need of repair. The remaining caulk was removed and new caulking was applied to the existing fiberglass effluent weirs of secondary clarifier nos. 1 and 2.</p>	\$0	

TABULATION OF ITEMS FOR CHANGE ORDER NO. 3

JOB NO: 39245-CN-004.8D

PROJECT: Wastewater Treatment Improvements
Phase II - Plant Improvements

OWNER: City of Noblesville, Indiana

TO: Reynolds, Inc.
4520 N State Road 37
Orleans, Indiana 47452

<u>DESCRIPTION OF CHANGE</u>	<u>ADD</u>	<u>DEDUCT</u>
<p><u>Item No. 6/FTM No. 063/Reynolds submittal dated 11/20/09*</u> Remove Existing Asphalt Around Storm Structures and Valve Boxes -The existing asphalt surrounding the storm structures and valve boxes within the parking lot to the south of the headworks building and plant entrance was saw-cut and removed for the new asphalt pavement.</p>	\$0	
<p><u>Item No. 7/FTM No. 020/Reynolds submittal dated 5/5/10</u> RAS Structure's MAS Panel and Conduit – Addition to relocate the MAS panel for the RAS Structure with associated electrical revisions including additional conduit and wire.</p>	\$5,000	
<p><u>Item No. 8/FTM No. 081/Reynolds submittal dated 7/13/10</u> Credit for Temporary Power – Credit to the Owner for the temporary power used by the Contractor throughout the duration of the Project.</p>		(\$30,919)
<p><u>Item No. 9/FTM No. 091/Reynolds submittal dated 7/13/10</u> Credit for Computer Allowance – Credit to the Owner for the remaining computer allowance that is no longer necessary to the Project.</p>		(\$17,115)
<p><u>Item No. 10/FTM No. 092/Reynolds submittal dated 7/13/10</u> Credit for SCADA Allowance – Credit to the Owner for the remaining SCADA allowance that is no longer necessary to the Project.</p>		(\$50,000)
<p><u>Item No. 11/FTM No. 093/Reynolds submittal dated 7/13/10</u> Credit for Undercutting Allowance – Credit to the Owner for the remaining undercutting allowance that is no longer necessary to the Project.</p>		(\$35,370)

TABULATION OF ITEMS FOR CHANGE ORDER NO. 3

JOB NO: 39245-CN-004.8D

PROJECT: Wastewater Treatment Improvements OWNER: City of Noblesville, Indiana
Phase II - Plant Improvements

TO: Reynolds, Inc.
4520 N State Road 37
Orleans, Indiana 47452

<u>DESCRIPTION OF CHANGE</u>	<u>ADD</u>	<u>DEDUCT</u>
<u>Item No. 12/FTM No. 094/Reynolds submittal dated 7/13/10</u> Credit for Owner's General Allowance – Credit to the Owner for the remaining allowance reserved for unforeseen issues and necessary, onsite revisions to the Project.		(\$295)
<u>Item No. 13/FTM No. 082/Reynolds submittal dated 2/19/10</u> Boiler Controls – Addition necessary to provide monitoring and automation of the existing digester sludge temperatures and operation of the hot water circulation pumps.	\$13,566	
<u>Item No. 14/FTM No. 077/Reynolds submittal dated 7/13/10</u> Sludge Lagoon Line – The additional work involved with locating, removing, and capping the existing, abandoned sludge lagoon line extending from the aerobic digesters through the south parking lot.	\$736	
<u>Item No. 15/FTM Nos. 080, 080A/Reynolds submittal dated 3/3/10</u> Relocate and Incorporate Autosampler to SCADA – The additional work involved in relocating the autosampler from the lower level of the effluent pumping station to the upper level of the station and receive a pulse-generated, flow proportional signal to the autosampler as well.	\$2,946	
<u>Item No. 16/FTM No. 078/Reynolds submittal dated 7/13/10</u> Adjustment of Asphalt Pavement Quantities – The net addition for the additional 660 SY of full depth asphalt pavement within the garage parking lot, north blower building, RAS pumping building and UV channel perimeter areas at the unit price of \$32/SY. The Contractor is also providing the remaining credit for the milling and surface unit quantities no longer necessary to the Project.	\$6,567	
<u>Item No. 17/FTM No. 095/Reynolds submittal dated 7/13/10</u> Air Piping Repairs on T&M – The addition for the repairs to the leaks within the aeration piping at the north and south blower buildings as requested by the Owner.	\$4,805	

TABULATION OF ITEMS FOR CHANGE ORDER NO. 3

JOB NO: 39245-CN-004.8D

PROJECT: Wastewater Treatment Improvements
Phase II - Plant Improvements

OWNER: City of Noblesville, Indiana

TO: Reynolds, Inc.
4520 N State Road 37
Orleans, Indiana 47452

<u>DESCRIPTION OF CHANGE</u>	<u>ADD</u>	<u>DEDUCT</u>
<p><u>Item No. 18/FTM No. 074/Reynolds submittal dated 7/13/10</u> Secondary Clarifier Scum Arm Repair – The addition to rebalance the scum skimmer arm of the existing secondary clarifier nos. 1 and 2 to their level position as requested by the Owner.</p>	\$374	
<p><u>Item No. 19/FTM No. 088/Reynolds submittal dated 7/13/10</u> Additional Fillets within UV Channels – As requested by the Owner, concrete fillets were placed within the north and south channels of the UV Structure.</p>	\$2,649	
<p><u>Item No. 20/FTM No. 096/Reynolds submittal dated 7/13/10</u> Conduit Relocation for Primary Clarifier Walkway – The addition to relocate the conduit atop the primary clarifiers’ walkway.</p>	\$5,765	
<p><u>Item No. 21/FTM Nos. 075, 077 and 087/Reynolds submittal dated 2/25/10</u> Provide and Install Four New Slide Gates for Aeration RAS Boxes – At the Owner’s request, the existing, deteriorated slide gates were removed and four new aluminum slide gates were provided and installed for the RAS boxes of the aeration tanks.</p>	\$26,270	
<p><u>Item No. 22/FTM No. 097/Reynolds submittal dated 7/6/10</u> Relocate WAS Flow meter – Addition to relocate the existing WAS flow meter within the basement of the RAS building.</p>	\$1,152	

TABULATION OF ITEMS FOR CHANGE ORDER NO. 3

JOB NO: 39245-CN-004.8D

PROJECT: Wastewater Treatment Improvements
Phase II - Plant Improvements

OWNER: City of Noblesville, Indiana

TO: Reynolds, Inc.
4520 N State Road 37
Orleans, Indiana 47452

<u>DESCRIPTION OF CHANGE</u>	<u>ADD</u>	<u>DEDUCT</u>
<u>Item No. 23/FTM No. 098/Reynolds submittal dated 7/20/10</u> Grounding for Solar Dryer Building – Addition to provide the proper grounding for the new solar dryer structure.	\$1,483	
TOTALS	\$209,265	(\$133,699)
TOTAL ADDITION (DEDUCTION) FOR THIS CHANGE ORDER (NOT INCLUDING THOSE ITEMS PAID FROM OWNER'S GENERAL CONTINGENCY ALLOWANCE)		\$75,566

* Paid from Owner's general contingency allowance

PURPOSE/JUSTIFICATION FOR CHANGE ORDER NO. 3

JOB NO: 39245-CN-004.8D

PROJECT: Wastewater Treatment Improvements
Phase II - Plant Improvements

OWNER: City of Noblesville, Indiana

TO: Reynolds, Inc.
4520 N State Road 37
Orleans, Indiana 47452

Item No. 1

Installation of 2-inch Water Line North of RAS Pumping Building and Secondary Clarifiers – At the Owner’s request, 260 LF of 2-inch SDR-21, slip-joint PVC water line was extended from a fire hydrant adjacent to the RAS pumping building extending north to the tree-line with a gate valve installed at the hydrant. The Contractor marked the end of the water line for the City to install their future irrigation system. This additional work was completed on a time and materials basis in the amount of \$2,720 and paid by the Owner’s allowance on Pay Request No. 24.

Item No. 2

Modification of Aerobic Digestion Tanks’ Stairs – At the Owner’s request, the stairs for the aerobic digestion tanks were to be modified so that the stairs will descend to the west into the new paved area. The previous orientation was in conflict with the back of the new garage addition. This additional work was completed on a time and materials basis in the amount of \$1,996 and no additional time to the Project.

Item No. 3

Paint South Blower Building – At the Owner’s request, the interior walls, floor, ceiling, piping, and existing equipment within the upper level of the south blower building was painted. This additional work resulted in an addition to the Contract price in the lump sum proposal amount of \$10,620 and no additional time to the Project.

Item No. 4

Rework Primary Clarifiers’ Sprockets and Chains – At the Owner’s request, the existing chains, sprockets, and idlers of the existing primary clarifiers’ flights were modified to allow for better operation of the sludge collection system. This additional work was necessary to allow the sludge collection flight system to operate evenly and more efficiently. This additional work resulted in an addition to the Contract price in the amount of \$125,336 and 45 days to the Contract time.

Item No. 5

Caulk Weirs for Existing Secondary Clarifiers – The existing secondary clarifier fiberglass effluent weirs’ caulking had deteriorated and was in need of repair. The condition of the weirs was inspected once the existing secondary clarifiers were emptied and re-coated. The remaining caulking was removed and the weirs were re-caulked. This additional work was completed on a time and materials basis in the amount of \$1,797 and paid by the Owner’s allowance on Pay Request No. 24.

PURPOSE/JUSTIFICATION FOR CHANGE ORDER NO. 3

JOB NO: 39245-CN-004.8D

PROJECT: Wastewater Treatment Improvements
Phase II - Plant Improvements

OWNER: City of Noblesville, Indiana

TO: Reynolds, Inc.
4520 N State Road 37
Orleans, Indiana 47452

Item No. 6

Remove Existing Asphalt Around Storm Structures and Valve Boxes – In preparation for the asphalt paving, it was necessary to saw-cut and remove the existing asphalt around the storm structures and valve boxes within the parking lot. This additional work was completed on a time and materials basis in the amount of \$1,081 and paid by the Owner's allowance on Pay Request No. 24.

Item No. 7

RAS Structure's MAS Panel and Conduit – Additional wire and conduits were necessary to relocate the MAS panel for the RAS Structure along with associated electrical revisions. This additional work is to be approved at the negotiated, lump sum proposal in the amount of \$5,000 and no additional time to the Project.

Item No. 8

Credit for Temporary Power – The Contractor was to provide temporary power for the duration of the project; however, the City provided temporary power for the onsite job trailers. The credit to the Owner is in the amount of \$30,919.

Item No. 9

Credit for Computer Allowance – The Contractor is providing a credit for the remaining computer allowance no longer necessary to the Project. The remaining amount from the base bid allowance to be credited to the Owner is \$17,115.

Item No. 10

Credit for SCADA Allowance – The Contractor is providing a credit for the remaining computer allowance no longer necessary to the Project. The remaining amount from the base bid allowance to be credited to the Owner is \$50,000.

Item No. 11

Credit for Undercutting Allowance – The Contractor is providing a credit for the remaining undercutting allowance no longer necessary to the Project. The remaining amount from the base bid allowance to be credited to the Owner is \$35,370.

Item No. 12

Credit for Owner's General Allowance – The Contractor is providing a credit for the remaining Owner's general allowance no longer necessary to the Project. The remaining amount from the Owner's allowance to be credited to the Owner is \$295.

PURPOSE/JUSTIFICATION FOR CHANGE ORDER NO. 3

JOB NO: 39245-CN-004.8D

PROJECT: Wastewater Treatment Improvements
Phase II - Plant Improvements

OWNER: City of Noblesville, Indiana

TO: Reynolds, Inc.
4520 N State Road 37
Orleans, Indiana 47452

Item No. 13

Boiler Controls – This additional work was necessary to provide monitoring and automation of the existing digester sludge temperatures and operation of the hot water circulation pumps. This additional work resulted in an addition to the Contract price in the lump sum proposal amount of \$13,566 and no additional time to the Project.

Item No. 14

Sludge Lagoon Line – During excavation for the new solar dryer building, an unknown sludge lagoon line extending from the aerobic digesters through the south parking lot was broken by the Contractor. It was necessary to locate, remove, and cap the existing, abandoned sludge lagoon line on a time and materials basis in the amount of \$736 and no additional time to the Project.

Item No. 15

Relocate and Incorporate Autosampler to SCADA – At the Owner's request, it was necessary to relocate the autosampler from the lower level of the effluent pumping station to the upper level of the station and for it to receive a pulse-generated, flow proportional signal to the autosampler. This work was completed as an addition to the Contract price in the amount of \$2,946 and no additional time to the Project.

Item No. 16

Adjustment of Asphalt Pavement Quantities – At the Owner's request, additional full depth asphalt was paved at various locations throughout the site and completed at the unit price of \$32/SY. The Contractor is also providing a credit for the remainder of the milling and surfacing unit quantities no longer necessary to the project. The net addition results in an addition to the Contract price in the amount of \$6,567 and no additional time to the Project.

Item No. 17

Air Piping Repairs on T&M – At the Owner's request, the leaks in the underground air piping were repaired on a time and materials basis. This additional work resulted in an addition to the Contract price in the amount of \$4,805 and no additional time to the Project.

PURPOSE/JUSTIFICATION FOR CHANGE ORDER NO. 3

JOB NO: 39245-CN-004.8D

PROJECT: Wastewater Treatment Improvements
Phase II - Plant Improvements

OWNER: City of Noblesville, Indiana

TO: Reynolds, Inc.
4520 N State Road 37
Orleans, Indiana 47452

Item No. 18

Secondary Clarifier Scum Arm Repair – At the Owner’s request, the existing secondary clarifiers’ scum skimmer arms were reconfigured and balanced to resume normal operations and completed on a time and materials basis. This additional work resulted in an addition to the Contract price in the amount of \$374 and no additional time to the Project.

Item No. 19

Additional Fillets within UV Channels – At the Owner’s request, additional concrete fillets were placed within the north and south channels of the UV structure to provide a greater slope within the channel and help prevent standing water. The additional work was completed on a time and materials basis and resulted in addition to the Contract price in the amount of \$2,649 and no additional time to the Project.

Item No. 20

Conduit Relocation for Primary Clarifier Walkway – It was necessary to relocate the electrical conduit atop the primary clarifiers’ walkways and was completed on a time and materials basis. This additional work resulted in an addition to the Contract price in the amount of \$5,765 and no additional time to the Project.

Item No. 21

Provide and Install Four New Slide Gates for Aeration RAS Boxes – Due to the deteriorated condition of the existing slide gates within the return activated sludge boxes of the aeration tanks, it was necessary to replace the gates with four new aluminum slide gates. The additional work to demo the existing gates and provide and install the new aluminum slide gates resulted in an addition to the Contract price in the amount of \$26,270 and no additional time to the Project.

Item No. 22

Relocate WAS Flow Meter – It was necessary to relocate the existing WAS flow meter from the southwest corner to the west wall within the basement of the RAS building to resolve conflicting issues with the location of new equipment. The additional work resulted in an addition to the Contract price in the amount of \$1,152 and no additional time to the Project.

Item No. 23

Grounding for Solar Dryer Building – It was necessary to add a total of four (4) ¾” x 10’ grounding rods to provide the proper grounding for the new solar dryer structure. This additional work resulted in an addition to the Contract price in the amount of \$1,483 and no additional time to the Project.

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE**

DATE: JULY 27, 2010

PREVIOUSLY DISCUSSED ITEMS _____

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# 5

SOURCE:

DOCUMENTS PREPARED BY: STEVE HUNTLEY

VERBAL: _____

INFORMATION ATTACHED: XXXX

NO PAPERWORK AT TIME OF PACKETS: _____

MEMORANDUM

TO: BOARD OF PUBLIC WORKS AND SAFETY

FROM: STEVE HUNTLEY

DATE: 27, JULY 2010

RE: Street Closures

Noblesville Cultural Arts Commission

Shakespeare in the Park – Seminary Park

Carole Szentesy, representing the Noblesville Cultural Arts Commission, requests the closure of streets surrounding Seminary Park for the 2010 Shakespeare in the Park series. The requested dates are 29, 30 & 31 July and 5, 6, & 7 August from 7:30 PM until End (11-11:30 PM). Ms. Szentesy has provided the attached Barricade Locations descriptions as written by the Noblesville Police Department. Captain Brad Arnold will coordinate with the Street Department and police officers to ensure proper placement of the barricades on the nights of the requested closures. Planning recommends approval of this encroachment application and waiving associated fees for this community event.

**CITY OF NOBLESVILLE, INDIANA
APPLICATION FOR ENCROACHMENT PERMIT**

City of Noblesville
Planning Department
16 South 10th Street Suite 150
Noblesville, IN 46060
317-776-6325
Fax 317-776-4638

RECEIVED
JUL 13 2010

Date of Application: _____
PERMIT NUMBER: 10N-37-1096

NOBLESVILLE DEPARTMENT OF
PLANNING AND DEVELOPMENT

FEE: _____

The permittee hereby requests permission to encroach on the following public right-of-way: street, sidewalk, alley, or other public place at the described location. Applicant shall submit **one original** application with plans attached either in person, or by mail. No verbal transmissions will be accepted. Facsimile transmissions will be accepted only at the approval of the Street Commissioner or his representative. The approved permit is to be picked up personally by applicant. Call (317) 776-6325 if there are any questions concerning the above procedures or to purchase copies of Encroachment Standards Ordinance.

Name of Prime Contractor/Utility (Permittee) Noblesville Cultural Arts Commission
P.O. Box 291 Noblesville, IN 46061
Street Address City, State & Zip Code Telephone
317-877-2215

Name of Sub-Contractor performing work Carole Szentasy
use this address → 7242 Oakbay Drive Nob. IN 46062 317-691-1285
Street Address City, State & Zip Code Telephone

Street/Road Name and Address of work Seminary Park
Sub-Division FW Emmons

Location of Work Street Alley Sidewalk Shoulder/Berm Type: Cut Bore Trench Other

Type of construction: WATER GAS ELECTRIC TELEPHONE CATV SEWER OTHER _____
New Construction Existing Construction

Please describe work proposed: Barricades for Shakespeare in the Park
July 29, 30, 31 + Aug 5, 6 + 7, 2010

IUPPS Number: _____

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length _____ Feet Width _____ Feet Depth Within Traffic Lanes _____ Feet
Sidewalk: Length _____ Feet Width _____ Feet Depth Within Sidewalk _____ Feet R/W _____ Feet
Circle Surface: CONCRETE ASPHALT ASPHALT OVER CONCRETE BRICK
ASPHALT OVER BRICK GRAVEL-DIRT
OTHER (explain) _____

Total Width of Traffic Portion of Street or Road Affected by Permit _____ feet

No. of Traffic Lanes _____ No. of Traffic Lanes to be Closed _____ Hours Closed _____ Length _____ Feet

Are construction vehicles/equipment to be left on site unattended? Circle: YES NO (If yes, refer to Items 4 and 5)

Length of time unattended: _____ # of weekdays _____ weekends

ESTIMATED DATE OF COMPLETION: _____

(Signature required on back)

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

1. It is understood that any permit by virtue of this request is revocable at the pleasure of the City of Noblesville and that the same shall be voided if the following terms and conditions are not fulfilled by the permittee. The permittee hereby agrees to observe all requirements of the Encroachment Standard Ordinance and comply with the conditions set forth by the MUTCD Rulings and Revisions.
2. The undersigned shall notify the Street Commissioner or his representative a minimum of 48 hours prior to the time that work is to be performed. The undersigned will furnish placards identifying equipment, flashers, barricades, and/or other warning devices at the construction site. When two-way traffic is confined to one lane, flagging personnel shall be required.
3. In cases where the work authorized by the permit will cause major interference with traffic flow on streets, permittee shall provide a uniformed traffic officer when requested by the Street Commissioner or his representative to provide traffic control at the construction site. Work shall not be performed on any major arterials, streets, and thoroughfares during rush hours or peak hours of vehicular traffic flow, unless in case of emergencies.
4. The permittee shall not create a hazardous or unsafe situation at construction sites, which would cause injury or damage to vehicular and pedestrian traffic. The permittee shall not leave unattended open cuts unprotected overnight or during weekend periods. Permission to use temporary steel plates or any authorized substitutes shall be requested at open cuts or construction sites. The Street Commissioner or his representative shall be notified of these steel plates or substitutes by the permittee.
5. All construction equipment and/or vehicles left unattended for any length of time shall be parked in locations as to not create hazardous and unsafe situations to vehicular and pedestrian flow. The construction equipment and/or vehicles shall be parked in such a manner as to not restrict sight distance to vehicular traffic.
6. The permittee shall hold harmless and indemnify the City of Noblesville from, for and against any claim of any person in tort, contract, or otherwise arising out of the act or omissions of the permittee, their agents, representatives, servants, contractors, and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof, of the permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof.
7. The permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Street Commissioner or his representative's approval.
8. The permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
9. The permittee shall be required upon completion of construction and/or work to notify the Street Commissioner or his representative for inspection and verification. The construction and/or work shall be inspected prior to being accepted by the City of Noblesville as being complete. The Street Commissioner or his representative shall perform the inspection.
10. Upon the completion of all open street cuts, permanent patches shall be in place no later than 20 working days from the temporary patch inspection date. Any construction work or repair measures utilized to close any open cuts made under this permit that are found to be unsatisfactory shall be corrected within 15 working days by the permittee. The permittee shall be responsible to maintain and repair any and all open cuts granted by this permit for a period of one year upon final acceptance, unless the City of Noblesville and/or other utilities, contractors, or subcontractors or other parties remove, damage, modernize, replace, change any part or portion of the public right-of-way or facility or thereof granted under this permit.

Signature of Applicant Carole Stentess Title Co. Sec. NCAC Date 7-13-10
 Printed Name Carole Stentess
 Company Name Noblesville Cultural Arts Commission Telephone Number 317-8772215

For Office Use Only:
 Traffic Control Personnel: YES NO Uniform Police YES NO Number of Personnel Necessary: _____
 Steel plates or any other authorized substitute to be used? Circle: YES NO (If yes refer to Item 4)
 Type of materials and methods used to close or repair open cuts shall conform to Attachment A or Ordinance #20-5-01. If another method has been pre-approved, please list below:

Street Commissioner/or his representative _____ Date Approved _____ Street Department (317) 776-6348: Permit Records and Inspections Work Completed Date: _____	INSPECTORS Final Inspection: _____ Time: _____ Permit Complete: _____ Time: _____
---	--


NOBLESVILLE POLICE DEPARTMENT
135 SOUTH 11th STREET
NOBLESVILLE, INDIANA 46060

The mission for every member of this agency is to consistently provide services to affirmatively promote, preserve, and deliver a feeling of security, safety and quality of life to all members of our community.

Captain Brad Arnold
Patrol Division Commander

Business Telephone (317) 776-6340
Business Fax (317) 776-6388

Shakespeare in the Park – Barricade Locations

July 31st thru Aug. 2nd from 7:30pm until End (11-11:30pm)

9th Street Locations:

- 1 - barricade in eastbound lane of Hannibal just east of 9th Street to restrict non-residential traffic
- 1 - barricade in eastbound lane of Division just east of 9th Street to restrict non-residential traffic

10th Street Locations:

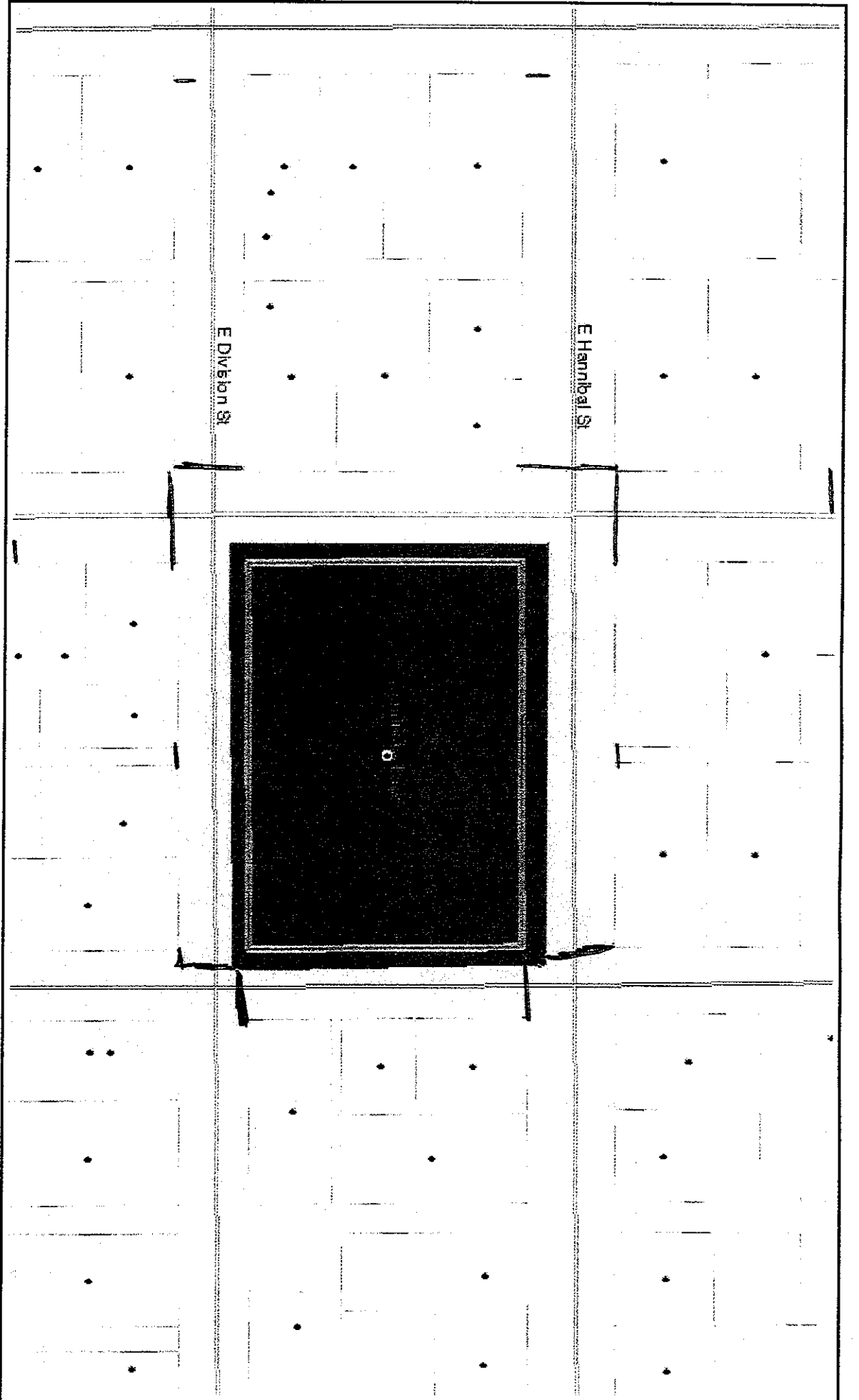
- 2 - barricades in southbound lane of 10th Street just south of Cherry to restrict non-residential traffic
- 3 - barricades across 10th Street just north of Hannibal to restrict all traffic from there
- 3 - barricades across Hannibal just west of 10th Street to restrict all traffic from there
- 3 - barricades across Division just west of 10th Street to restrict all traffic from there
- 3 - barricades across 10th Street just south of Division to restrict all traffic from there
- 2 - barricades in northbound lane of 10th Street just north of Mulberry to restrict non-residential traffic

11th Street Locations:

- 3 - barricades across Hannibal Street just west of 11th Street to restrict all traffic from there
- 3 - barricades across 11th Street just south of Hannibal Street to restrict all traffic from there
- 3 - barricades across 11th Street just north of Division Street to restrict all traffic from there
- 2 - barricades across Division Street just west of 11th Street to restrict all traffic from there

Alley Location:

- 2 - barricades across alley located just north of Hannibal Street between 10th Street and 11th Street to restrict vehicles from accessing Hannibal Street from that alley



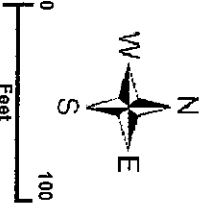
E Division St

E Hambel St

Hamilton County

This is My Map

Printed: Jul 14, 2010



The information on this web site is provided and hosted by Hamilton County, Indiana. Continued use of this web site is conditional upon your explicit acceptance of the terms and conditions set forth in this disclaimer document. The data provided herein may be inaccurate and/or out of date. Any person or entity who relies on this data for any purpose whatsoever does so solely at their own risk. Neither Hamilton County, Indiana nor its employees or officers warrant the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided as is without warranty of any kind. Hamilton County may elect to discontinue this service without notice at any point in the future.

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE**

DATE: JULY 27, 2010

PREVIOUSLY DISCUSSED ITEMS _____

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# 6

SOURCE:

DOCUMENTS PREPARED BY: ANDREW RODEWALD

VERBAL: _____

INFORMATION ATTACHED: XXXX

NO PAPERWORK AT TIME OF PACKETS: _____

Memo

To: Board of Public Works & Safety

From: Andrew Rodewald



CC:

Date: July 22, 2010

Re: 141st Street and Marilyn Road Roundabout - Award

Bids were opened at the July 13, 2010 meeting for the construction of 141st Street and Marilyn Road Roundabout.

After review, E&B Paving, Inc. was found to be lowest responsive, responsible bidder with a combined bid of Base Bid and Alternate Bid 2 of \$938,206.84.

The contractor has submitted the required Certificate of Insurance, Payment Bond, and Performance Bond. Attached to this memorandum are copies of the contract and a tabulation of submitted bids.

Thank you in advance for your consideration.

CONTRACT

**141st Street and Marilyn Road
EN-140-05**

NOBLESVILLE, INDIANA

This Contract is dated as the _____ day of _____, 20_____.

between the Board of Public Works and Safety, Noblesville, Indiana
(hereinafter called **OWNER**)

and _____
(hereinafter called **CONTRACTOR**)

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.1 **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. Base bid work for which proposals are to be received is for the construction of a roundabout at the intersection of East 141st Street and Marilyn Road and the extension of 141st Street approximately 800 LFT east of the intersection. The work shall include but not be limited to bituminous paving, concrete curbs and truck apron, storm sewer, drainage feature modifications, grading, and lighting.

1.2 The project for which work is to be performed under the Contract Documents is generally described as the Base Bid and Alternate Bid 2 for:

141st Street and Marilyn Road Roundabout

Article 2. OWNER

2.1 The Project is being administered by the City of Noblesville – Department of Engineering, which is hereinafter serving as agent for the

Board of Public Works and Safety, Noblesville, Indiana. The City of Noblesville – Department of Engineering will assume all duties and responsibilities and will have the rights and authority assigned to **OWNER** under the Contract Documents in connection with completion of the Work.

Article 3. CONTRACT TIME

3.1 The successful Bidder of the work shall be prepared to complete the furnishing and construction of this project and be substantially completed and ready for use as defined in the Special Provisions.

3.2 Liquidated Damages. **OWNER** and **CONTRACTOR** recognize that time is of the essence of this Agreement and that **OWNER** will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1. They also recognize the delays, expense and difficulties involved in proving in legal or arbitration proceedings the actual loss suffered by **OWNER** if the Work is not completed on time. Accordingly, instead of requiring any such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not a penalty) **CONTRACTOR** shall pay **OWNER** Five Hundred Dollars and No Cents (\$500.00) per day for each calendar day of delay until the work is satisfactory completed, for each phase of the Contract as specified in Paragraph 3.1.

Article 4. CONTRACT PRICE

4.1 The **OWNER** shall pay the **CONTRACTOR** for performance of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work, as described in the Itemized Proposal, multiplied by the final quantity of that item. Based on the estimated quantities of each item and the submitted unit prices for BASE BID and ALTERNATE BID 2, this amount is Nine Hundred Thirty-Eight

Thousand, Two Hundred Six and 84/100 Dollars (\$ 938,206.84), which the **CONTRACTOR** agrees to receive and accept.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment. Applications for Payment will be processed by **OWNER**.

5.1 Progress Payments. **OWNER** shall make progress payment on account of the Contract Price on the basis of **CONTRACTOR's** Applications for Payments, on or about the 10th of each month during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values listed in the Itemized Proposal.

5.2 Final Payment. Upon completion and acceptance of the Work, **OWNER** shall pay the remainder of the Contract Price.

Article 6. INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATION

In order to induce **OWNER** to enter into this Contract, **CONTRACTOR** makes the following representations:

7.1 CONTRACTOR is familiar with the nature and extent of the Contract Documents, work locality and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by the City of Noblesville – Department of Engineering, in the preparation of the Drawings and which have been identified in the Supplementary Conditions.

- 7.3 CONTRACTOR** has made or caused to be made examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.2 as deemed necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by **CONTRACTOR** for such purposes.
- 7.4 CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR** has given **OWNER** written notice of all conflicts, errors, or discrepancies that have been discovered in the Contract Documents and the written resolution thereof by **OWNER** is acceptable to **CONTRACTOR**.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Contract between **OWNER** and **CONTRACTOR** are made a part hereof as is attached to this Contract and consist of the following:

- 8.1 This Contract (Pages 1 to 6, inclusive)
- 8.2 Advertisement for Bids
- 8.3 Information for Bidders
- 8.4 Bid
- 8.5 Bid Bond or Certified Check
- 8.6 Wage Scale Determination
- 8.7 Wage Stipulation Affidavit
- 8.8 List of Suppliers / Subcontractors
- 8.9 Non-Collusion Affidavit
- 8.10 Form 96 (revised 2005)
- 8.11 General Conditions
- 8.12 Supplemental General Conditions
- 8.13 Special Provisions
- 8.14 Payment Bond
- 8.15 Performance Bond
- 8.16 Notice of Intent to Award
- 8.17 Notice to Proceed

8.18 Specifications and Drawings prepared and/or issued by the City of Noblesville – Department of Engineering, dated _____.

8.19 Addenda:

No. 1, dated April 22, 20 10.
No. 2, dated July 8, 20 10.

8.20 Documents submitted by **CONTRACTOR** prior to Notice of Intent to Award.

8.21 Any Modifications, including Change Orders, duly delivered after execution of Contract.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification.

Article 9. MISCELLANEOUS

9.1 Terms used in this Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the Supplemental General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

9.3 **OWNER** and **CONTRACTOR** each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, contracts and obligations contained in the Contract Documents.

Article 10. SAFETY

10.1 CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment to ensure their safety. **CONTRACTOR** shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. **CONTRACTOR** shall hold harmless and indemnify the City of Noblesville from, for, and against any claim of any person in tort, contract, or otherwise arising out of a job-related injury, whether physical or otherwise.

IN WITNESS WHEREOF, the parties hereto have signed this Contract in triplicate. One counterpart each has been delivered to **OWNER, CONTRACTOR** and **CITY OF NOBLESVILLE – DEPARTMENT OF ENGINEERING**. All portions of the Contract Documents have been signed or identified by **OWNER** and **CONTRACTOR**.

This Contract will be effective on _____, 20 _____.

OWNER:

**City of Noblesville
BOARD OF PUBLIC WORKS AND SAFETY**

John Ditslear, Mayor

Lawrence J. Stork, Member

Jack E. Martin, Member

Attest _____
Janet S. Jaros, Clerk-Treasurer

Address for giving notices

16 South 10th Street

Noblesville, IN 46060

CONTRACTOR:

Mark [Signature] for F.B. [Signature]

(Corporate Seal)

Attest *April Blessing*

Address for giving notices
17042 Middle town Ave
Noblesville, IN 46060

License No. (if applicable)

Agent for service of process

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE**

DATE: JULY 27, 2010

PREVIOUSLY DISCUSSED ITEMS _____

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# 7

SOURCE:

DOCUMENTS PREPARED BY: JIM HELLMANN

VERBAL: _____

INFORMATION ATTACHED: XXXX

NO PAPERWORK AT TIME OF PACKETS: _____

Memo

To: Board of Public Works & Safety

From: Jim Hellmann *JH*

Date: July 22, 2010

Re: Union Chapel Clearing and Demolition – EN-131-21
Change Order #1, Retainage Release, and Contract Close Out

Information

Refer to Change Order form for descriptions and reasons for changes.

Date	Description	Price
4/27/2010	Original Contract	\$ 54,600.00
7/27/2010	CO #1	\$ 12,880.00
	Total	\$ 67,480.00

Final quantities and dollar amounts have been attached for justification of the final change order.

Poindexter Excavating, Inc has submitted the Waiver of Liens, as required by the contract documents. GIS as-builts and Warranty Letter are not applicable for this project since it was clearing and demo, no infrastructure.

I will hold releasing the final payment and retainage until the final grading and seeding is complete at 191st and Promise Road.

I recommend the Board of Public Works and Safety approve Change Order #1, accept the project, release retainage, and close out the contract for the above stated project.

Your consideration in this matter is appreciated.

Change Order



Change Order No: 1 / FINAL

Project: Union Chapel Road Clearing & Demolition

Contract Number: EN-131-21

Description / Justification

Change order is to add the following:

1. Tree clearing on Union Chapel, south of future Pleasant Street, which is outside the utility relocation limits and original scope. Contractor was mobilized and submitted good price; \$3,500.00
2. Tree clearing at southeast corner of 191st Street and Promise Road to extend sight distance at intersection; \$6,800.00
3. Grading and seeding at southeast corner of 191st Street and Promise Road to clean up tree clearing in bullet point 2; \$3,000.00

Contractor agrees to final quantities and close out the contract.

Change to Contract Price:

Original Contract Price	\$ 54,600.00
Net Changes from Previous Change Orders	\$ -
Contract Price prior to this Change Order	\$ 54,600.00
Net Change of this Change Order	\$ 12,880.00
Contract Price with all Change orders	\$ 67,480.00

Change to Contract Time

None

Requested By:

Poindexter Excavating, Inc.
Jeff Perry

7-16-10
Date

Recommended By:

Noblesville Department of Engineering
Jim Hellmann, PE – Project Manager

7/21/2010
Date

Approved By:

City of Noblesville Board of Public Works & Safety

John Ditslear, Mayor

Lawrence Stork, Member

Jack Martin, Member

Attest:

Clerk-Treasurer

Janet S. Jaros

Date

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE**

DATE: JULY 27, 2010

PREVIOUSLY DISCUSSED ITEMS _____

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# 8

SOURCE:

DOCUMENTS PREPARED BY: JOHN BEERY

VERBAL: _____

INFORMATION ATTACHED: XXXX

NO PAPERWORK AT TIME OF PACKETS: _____

MEMORANDUM

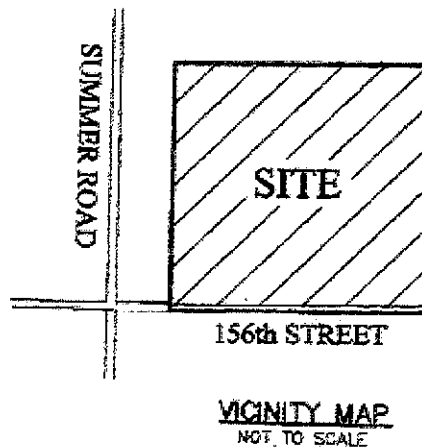
TO: THE NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY

FROM: JOHN BEERY, CITY ENGINEER

DATE: JULY 22, 2010

RE: AGREEMENT FOR THE RE-PAVING OF 156TH STREET

Beazer Homes is developing the old Lesesa Communications Tower Site north and east of 156th St. and Summer Road. The general location is shown on the map below. As part of their development requirements, Beazer is required to improve the old chip and seal roadway along the 1,100 feet frontage of the property. The City plans to re-pave 156th St. from Promise Road to Boden Road.. Beazer Homes has agreed to reimburse the City \$32,673.65 for re-paving 156th St. which is half the price to complete the work.



I recommend that the Board of Public Works and Safety approve the agreement with Beazer Homes to reimburse the City of Noblesville for the re-paving of 156th Street in front of Logan's Pointe Subdivision.

**AGREEMENT
IMPROVEMENT OF 156TH STREET ALONG LOGAN'S POINTE SUBDIVISION**

This Agreement is made and entered into _____, 2010, by and between BEAZER HOMES (herein referred to as "Developer") and the City of Noblesville, acting by and through its Board of Public Works (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Developer has agreed to improve the pavement for northern half of existing mainline 156th Street along Logan's Pointe, for which it has received development approval.

WHEREAS, the City has prepared plans for the rehabilitation and re-paving of mainline 156th Street and received bids to complete the work.

WHEREAS, the Developer has agreed to reimburse the City for the prorated cost (below) required to improve 156th Street along the frontage of Logan's Pointe.

NOW THEREFORE, in consideration of the commitments made by both parties to date, the parties hereto agree as follows:

A. DEVELOPER'S RESPONSIBILITIES

1. The Developer shall sign and execute this agreement and reimburse the City of Noblesville for one half of the total cost to rehabilitate mainline 156th Street across the frontage of Logan's Pointe equal to an amount of \$32,673.65. Said amount shall be remitted to the City of Noblesville with three signed copies of this agreement.

B. CITY'S RESPONSIBILITIES

1. The City of Noblesville will manage and pay for the completion of the rehabilitation of 156th Street along Logan's Pointe as part of its annual resurfacing program.

C. TERMS AND CONDITIONS

1. General

- a. Upon payment, the City will release and return the performance bond for improvements to mainline 156th St.
- b. Non-payment of the Developer's portion of the improvements will result in a violation of the commitments of the development

IN WITNESS WHEREOF, the City and the Developer have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the foregoing terms of the Agreement do by their respective signatures dated below hereby agree to the terms thereof.

**CITY OF NOBLESVILLE
BOARD OF PUBLIC WORKS**

John Ditslear, Mayor

Jack E. Martin, Member

Lawrence J. Stork, Member

Attest:

Janet S. Jaros-Clerk Treasurer

**FOR THE DEVELOPER
BEAZER HOMES**

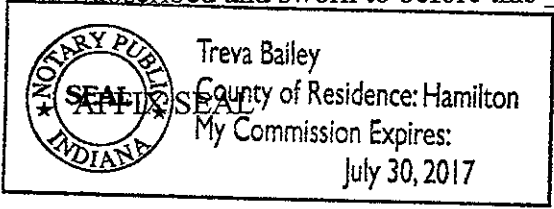
Steve Cook
Signature of Authorized Agent

Land Development Manager
Printed Title

Steve Cook
Printed Name of Authorized Agent

July 12, 2010
Date

Subscribed and sworn to before this 12 day of July, 2010.



Treva Bailey
Notary Public

Treva Bailey
Typed Name

My Commission Expires: 7/30/17

**CITY OF NOBLESVILLE
2010 Street Rehabilitation
Alternate Bid 4
As-Bid Unit Prices**

ALTERNATE BID 4		ALTERNATE BID 4											
155th Street		155th Street											
#	Street	Location	Scope	1	2	3	4	5	6	7	8	9	10
				LSUM	LSUM	SYS	SYS	TON	TON	TON	TON	TON	TON
				LSUM	LSUM	SYS	SYS	TON	TON	TON	TON	TON	TON
1	155th Street	Summer Road - Logan's Pk property line	Pulverization, Cement Stabilization, 2" Intermediate, 1.5" Surface Type B	225.0	20.0	-	1.0	500	368	500	500	500	43
2	155th Street	Logan's Pk property frontage	Pulverization, Cement Stabilization, 2" Intermediate, 1.5" Surface Type B	1,083.0	20.0	-	1.0	2,795	368	2,795	2,795	2,795	43
3	155th Street	Logan's Pk property line - Lehty Ditch bridge	Pulverization, Cement Stabilization, 2" Intermediate, 1.5" Surface Type B	225.0	25.0	-	1.0	625	625	625	625	625	52
ENGINEER'S ESTIMATED QUANTITIES													
#	Street	Location	Scope	1	2	3	4	5	6	7	8	9	10
				LSUM	LSUM	SYS	SYS	TON <td>TON</td> <td>TON</td> <td>TON</td> <td>TON</td> <td>TON</td>	TON	TON	TON	TON	TON
				LSUM	LSUM	SYS	SYS	TON	TON	TON	TON	TON	TON
1	155th Street	Summer Road - Logan's Pk property line	Pulverization, Cement Stabilization, 2" Intermediate, 1.5" Surface Type B	43	43	43	600	44	74	45	450	450	12
2	155th Street	Logan's Pk property frontage	Pulverization, Cement Stabilization, 2" Intermediate, 1.5" Surface Type B	2,407	247	43	2,407	248	413	217	2,168	2,168	49
3	155th Street	Logan's Pk property line - Lehty Ditch bridge	Pulverization, Cement Stabilization, 2" Intermediate, 1.5" Surface Type B	52	52	52	625	55	92	45	450	450	12
ESTIMATED UNIT TOTAL													
				3,337	348	137	3,337	348	679	307	3,665	3,665	12

ALTERNATE BID 4		ALTERNATE BID 4											
155th Street		155th Street											
#	Street	Location	Scope	1	2	3	4	5	6	7	8	9	10
				LSUM	LSUM	SYS	SYS	TON	TON	TON	TON	TON	TON
				LSUM	LSUM	SYS	SYS	TON	TON	TON	TON	TON	TON
1	155th Street	Summer Road - Logan's Pk property line	Pulverization, Cement Stabilization, 2" Intermediate, 1.5" Surface Type B	789.90	453.57	325.00	4,600.00	2,527.58	3,104.08	900.00	157.50	157.50	26.88
2	155th Street	Logan's Pk property frontage	Pulverization, Cement Stabilization, 2" Intermediate, 1.5" Surface Type B	3,850.20	2,182.95	325.00	21,660.00	14,120.25	17,351.71	4,332.00	768.10	768.10	26.88
3	155th Street	Logan's Pk property line - Lehty Ditch bridge	Pulverization, Cement Stabilization, 2" Intermediate, 1.5" Surface Type B	789.90	453.57	387.50	5,675.00	3,159.49	2,630.08	900.00	157.50	157.50	26.88
GRAND TOTAL													
				5,430.00	3,090.09	1,037.50	31,935.00	19,807.32	23,084.87	5,132.00	1,023.00	1,023.00	80.64

NOTE:
Quantities shown are Engineer's Estimated Quantities for 2010 Street Rehabilitation project as let for bid on April 27, 2010. E&B Paving, Inc. was found to be lowest, responsive, and responsible bidder. Unit Prices shown above are the prices bid by E&B Paving on April 27, 2010. The contract for the 2010 Street Rehabilitation was awarded on May 11, 2010 to E&B Paving utilizing these unit prices.

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE**

DATE: JULY 27, 2010

PREVIOUSLY DISCUSSED ITEMS _____

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# 9

SOURCE:

DOCUMENTS PREPARED BY: JOHN BEERY

VERBAL: _____

INFORMATION ATTACHED: XXXX

NO PAPERWORK AT TIME OF PACKETS: _____

MEMORANDUM

TO: THE NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY

FROM: JOHN BEERY, CITY ENGINEER

DATE: JULY 22, 2010

**RE: RIGHT-OF-WAY NORTHEAST CORNER
UNION CHAPEL ROAD AND GREENFIELD AVENUE**

As part of the re-zoning approval with the Planning Commission, the developer agreed to donate right-of-way for the improvement of the intersection of Greenfield Avenue and Union Chapel Road. The agreement required the developer to grant the City the required right-of-way required on the City's thoroughfare plan. As the City was planning to build a roundabout at the intersection, it was agreed the City would reimburse the developer for additional right-of-way required at the intersection for impact fee credits.

An exhibit is attached illustrating the proposed right-of-way. The developer will receive \$8,840 in impact fee credits for additional right-of-way dedicated over the required minimum 70 foot half right-of-way required.

I recommend that the Board of Public Works and Safety accept and record the Right-of-Way granted per the development commitment from Union Chapel Shoppes on the northwest corner of Union Chapel Road and Greenfield Avenue.

N.W. CORNER,
N.W. 1/4,
SECTION 16-18-5
S89°31'46"W
119.50'

Additional Area
9,082.10 SF
0.2085 ac

144.96 ft
N00°05'06"W

N34°54'35"W
58.70'±

119.5'
70.0'

UNION CHAPEL ROAD

WEST LINE, N.W. 1/4,
SECTION 16-18-5

UNION CHAPEL SHOPPES, LLC
INSTRUMENT #2007042163

EASTERLY LINE OF THE TRACT
OF REAL ESTATE DESCRIBED
IN INSTRUMENT #2007042163

1.843 ACRES±

N69°44'04"W
706.27'

S69°44'04"E
867.25'±

STATE ROAD #238 (AS PER ROUTE SURVEY
RECORDED IN INSTRUMENT #9556330)

N01°32'19"E
73.91'

HORIZONTAL SCALE	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	of
	PROJECT

CITY OF NOBLESVILLE
DEPARTMENT OF ENGINEERING

EXHIBIT "C"
ADDITIONAL RIGHT-OF-WAY FOR
INTERSECTION

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE
DESIGNED:	DRAWN:	CHECKED:
CHECKED:	CHECKED:	

**AGREEMENT
FOR THE TRANSFER OF RIGHT-OF-WAY
NORTHEAST CORNER OF UNION CHAPEL ROAD AND GREENFIELD AVENUE
UNION CHAPEL SHOPPES DEVELOPMENT**

This Agreement is made and entered into July 9, 2010, by and between Union Chapel Shoppes, LLC (herein referred to as "Developer") and the City of Noblesville, acting by and through its Board of Public Works (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Developer has agreed to a partial donation and reimbursement for right-of-way on the northeast corner of Union Chapel Road as part of PUD Ordinance No. 55-10-08 in Item 5 of Exhibit 3 identified as Document No. 2008057583 in the Hamilton County Recorders Office.

WHEREAS, the City is developing plans for the construction of a roundabout at the intersection of Greenfield Avenue and Union Chapel Road.

NOW THEREFORE, in consideration of the commitments made by both parties to date, the parties hereto agree as follows:

A. DEVELOPER'S RESPONSIBILITIES

1. The Developer shall sign and execute a warranty deed to the City for the transfer or right-of-way described and shown in Exhibits A and B for approval, acceptance, and recording by the City of Noblesville's Board of Public Works.
2. The Developer shall review and sign three-executed copies of this agreement.

B. CITY'S RESPONSIBILITIES

1. The Board of Public Works and Safety shall approve and issue traffic impact fee credits for additional right-of-way per the approved and recorded PUD approved by City Council for an amount not to exceed \$8,840 in value. The value of impact fee credits will be converted to trips as the development applies for permits. The amount of the traffic impact fee is a reimbursable per Ordinance No. 55-10-08 for the additional amount of right-of-way indicated and labeled as the shaded area of Exhibit C, which is attached.

C. TERMS AND CONDITIONS

1. General

- a. Impact fee credits shall be applied to trips generated by improvements proposed for development occurring on the parcel currently or formerly owned under by the entity known as Union Chapel Shoppes, LLC in Instrument No. 200704042163 in the Hamilton County Recorder's Office.

- b. Impact fee credits shall be used to reduce impact fees for calculated trips based on proposed development and improvements occurring on the parcel for which PUD approval was received under City of Noblesville Ordinance No. 55-10-08, with all other conditions of that ordinance in full affect.
- c. Unused impact fee credits are non-transferrable to other parcels and are not redeemable or used in exchange for cash.
- d. Impact fee credits shall only be applied to proposed developments with the expressed written consent of the Developer or his successor or designee.
- e. One full access to Union Chapel Road will be provided by the City in the proximity of the north property line of the Union Chapel Shoppes Parcel (UCS).
- f. UCS will be allowed to enter right-of-way to access utilities.
- g. An outlet for storm water will be provided by as part of the City's intersection improvement and will be sized to handle the detention outlet for UCS site regulated by the Hamilton County Surveyor's Office.
- h. Full access to Greenfield Avenue as shown on the PUD approval will be maintained.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the City and the Developer have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the foregoing terms of the Agreement do by their respective signatures dated below hereby agree to the terms thereof.

**CITY OF NOBLESVILLE
BOARD OF PUBLIC WORKS**

John Ditslear, Mayor

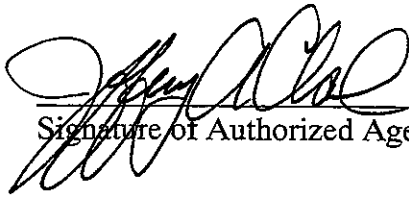
Jack E. Martin, Member

Lawrence J. Stork, Member

Attest:

Janet S. Jaros-Clerk Treasurer

**FOR THE DEVELOPER
UNION CHAPEL SHOPPES, LLC**



Signature of Authorized Agent

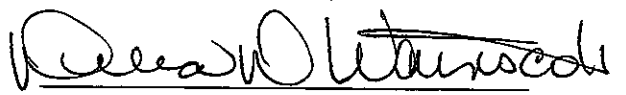
JEFFREY A. CLARK, MANAGING MEMBER
Printed Title UNION CHAPEL SHOPPES, LLC

Printed Name of Authorized Agent

JULY 9, 2010
Date

Subscribed and sworn to before this 12 day of July, 2010.

AFFIX SEAL



Notary Public

DEBRA D WAINSCOTT
Typed Name

Madison Co. Ind.

My Commission Expires: 5-31-2017.

Form WD-1
8/98

WARRANTY DEED

Project: UCR-5
Code:
Parcel: UCShoppes
Page: 1 of 3

THIS INDENTURE WITNESSETH, That, Union Chapel Shoppes, LLC., the Grantor(s), Convey(s) and Warrant(s) to THE CITY OF NOBLESVILLE, INDIANA, the Grantee, for and in consideration for the sum of \$1.00, represents land and improvements acquired and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Hamilton, State of Indiana, and being more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both pages of Exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

Interests in land acquired by
The City of Noblesville, Indiana
Grantee mailing address:
16 S. 10th Street
c/o Clerk/Treasurer's Office
Noblesville, IN 46060

This Instrument Prepared By Mike Howard
Attorney at Law
694 Logan Street
Noblesville, IN 46060

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Mike Howard

Project: UCR-5
Code:
Parcel: UCR Shoppes
Page: 2 of 3

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument this 9th day of July, 2010.

[GRANTOR],

By: NAME/COMPANY UNION CHAPEL SHOPPES, LLC

By:



(Seal)

(Seal)

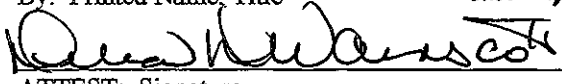
[NAME AND TITLE]

Signature

JEFFREY A. CLARK, MANAGING MEMBER UNION CHAPEL SHOPPES, LLC

By: Printed Name, Title

By: Printed Name, Title



ATTEST: Signature

ATTEST: Signature

DEBRA D. WATNASCOTT

Printed Name

Printed Name

STATE OF INDIANA :

COUNTY OF HAMILTON :

SS: Madison Co. Res. 5-31-2017 - Jeffrey Clark

Before me, a Notary Public in and for said State and County, personally appeared

by its:

Jeffrey A. Clark, managing member, Union Chapel Shoppes, LLC
Print Title and Name

Project: UCR-5
Code:
Parcel: UCR Shoppes
Page: 3 of 3

The Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be its voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 9 day of July, 2010.

Debra D Wainwright
Notary Signature

AFFIX NOTARY SEAL BELOW

DEBRA DWAINWRIGHT
Printed Name

My Commission expires 5-31-2017

I am a resident of Madison County.

EXHIBIT "A"

PART OF NORTHWEST QUARTER, SECTION 16-T18N-R5E
NOBLESVILLE TOWNSHIP, HAMILTON COUNTY, INDIANA,

RIGHT OF WAY DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 5 EAST LOCATED IN NOBLESVILLE TOWNSHIP, HAMILTON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

BEGINNING AT THE HARRISON MARKER AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 5 EAST; THENCE SOUTH 00 DEGREES 05 MINUTES 06 SECONDS EAST (ASSUMED BEARING) 210.25 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE CENTERLINE OF STATE ROAD 238 AS PER A ROUTE SURVEY OF STATE ROAD 238 RECORDED AS INSTRUMENT #9556330; THENCE SOUTH 69 DEGREES 44 MINUTES 04 SECONDS EAST 867.25 FEET, MORE OR LESS, ALONG SAID CENTERLINE TO THE EASTERLY LINE OF A 6.84 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT #2007042163; THENCE NORTH 01 DEGREES 32 MINUTES 16 SECONDS EAST 73.91 FEET ALONG THE EASTERLY LINE OF SAID 6.84 ACRE TRACT; THENCE NORTH 69 DEGREES 44 MINUTES 04 SECONDS WEST 706.27 FEET PARALLEL WITH AND 70 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF STATE ROAD 238; THENCE NORTH 34 DEGREES 54 MINUTES 35 SECONDS WEST 58.70 FEET, MORE OR LESS, TO A POINT 119.5 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 05 MINUTES 06 SECONDS WEST 144.96 FEET, MORE OR LESS, PARALLEL WITH SAID WEST LINE TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 31 MINUTES 46 SECONDS WEST 119.50 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINING 1.843 ACRES, MORE OR LESS.

THE WITHIN EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE POLICY AND ARE THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY EXAMINATION OF SCHEDULE "A" AND SCHEDULE "B" OF A TITLE POLICY.

THIS EXHIBIT HAS BEEN PREPARED FOR USE ON THIS PARTICULAR PROJECT AND FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY HEREON NAMED AND IS NOT CERTIFIED TO OR TO BE USED BY ANY OTHER PARTY. THE EVIDENCE, POSSESSION, OWNERSHIP, CONDITIONS ETC. COULD CHANGE CONSTANTLY AND THE USE OF THIS SURVEY IS LIMITED ONLY TO THE DATE INDICATED HEREIN.

THIS EXHIBIT IS NOT COMPLETE AND/OR VALID WITHOUT BOTH PAGES.

"THIS DOCUMENT IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT"



K. Nathan Althouse
R.L.S. LS20400007

08/11/2009
DATE:



		MILLER SURVEYING INC.			
948 CONNER STREET NOBLESVILLE INDIANA 46060 PH. # (317) 773-2644 FAX 773-2684					
LOCATION: PART OF NORTHWEST QUARTER, SECTION 16-T18N-R5E NOBLESVILLE TWP., HAMILTON COUNTY, INDIANA		DRAWN BY: DLH	CHK'D BY: KNA		
FIELD WORK COMPLETED: 08/07/2009		SCALE: 1" = 120'	DATE: 08/11/2009	FIELD BOOK:	PAGE:
CLIENT: CITY OF NOBLESVILLE		JOB NUMBER	SURVEY + FILE:		
DESCRIPTION: RIGHT OF WAY EXHIBIT		B32756	147 JOE		

EXHIBIT "B"

PART OF NORTHWEST QUARTER, SECTION 16--T18N--R5E
NOBLESVILLE TOWNSHIP, HAMILTON COUNTY, INDIANA,
N.W. CORNER,
N.W. 1/4,
SECTION 16-18-5

NORTH LINE, N.W. 1/4, SECTION 16--18--5
N89°31'46"E 2657.36'

N.W. CORNER,
N.W. 1/4,
SECTION 16-18-5
S89°31'46"W
119.50'
119.5'
S00°05'06"E 210.25'
N00°05'06"W 144.96'±
N34°54'35"W 58.70'±

UNION CHAPEL SHOPPES, LLC
INSTRUMENT #2007042163

EASTERLY LINE OF THE TRACT
OF REAL ESTATE DESCRIBED
IN INSTRUMENT #2007042163

N69°44'04"W
706.27'

1.843 ACRES±

STATE ROAD #238 (AS PER ROUTE SURVEY
RECORDED IN INSTRUMENT #9556330)

S69°44'04"E
867.25'±

N01°32'19"E
73.91'

UNION CHAPEL ROAD

WEST LINE, N.W. 1/4,
SECTION 16-18-5

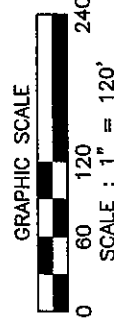
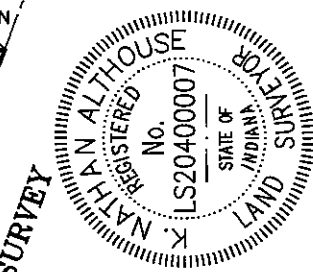
THE WITHIN EXHIBIT WAS PREPARED WITHOUT THE
BENEFIT OF A CURRENT TITLE POLICY AND ARE
THEREFORE SUBJECT TO ANY STATEMENT OF FACTS
REVEALED BY EXAMINATION OF SCHEDULE "A" AND
SCHEDULE "B" OF A TITLE POLICY.

THIS EXHIBIT HAS BEEN PREPARED FOR USE ON THIS
PARTICULAR PROJECT AND FOR THE EXCLUSIVE USE
OF THE PERSON(S) OR ENTITY HEREON NAMED AND IS
NOT CERTIFIED TO OR TO BE USED BY ANY OTHER
PARTY. THE EVIDENCE, POSSESSION, OWNERSHIP,
CONDITIONS ETC. COULD CHANGE CONSTANTLY AND
THE USE OF THIS SURVEY IS LIMITED ONLY TO THE
DATE INDICATED HEREIN.

THIS EXHIBIT IS NOT COMPLETE AND/OR VALID
WITHOUT BOTH PAGES.

K. Nathan Althouse
R.L.S. LS20400007

08/11/2009
DATE:



"THIS DOCUMENT IS NOT INTENDED TO BE REPRESENTED AS A
RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE
SURVEY OR A SURVEYOR LOCATION REPORT"

MILLER SURVEYING INC.	
948 CONNER STREET NOBLESVILLE INDIANA, 46060 PH. # (317) 773-2644 FAX 773-2694	
LOCATION: PART OF NORTHWEST QUARTER, NOBLESVILLE TWP., HAMILTON COUNTY, INDIANA	DRAWN BY: DLH CHK'D BY: KNA
FIELD WORK COMPLETED: 08/07/2009	SCALE: 1" = 120' FIELD BOOK:
CLIENT: CITY OF NOBLESVILLE	DATE: 08/11/2009 PAGE:
DESCRIPTION: RIGHT OF WAY EXHIBIT	JOB NUMBER: SURVEY 4 FILE:
	B32756 147 JOE

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE**

DATE: JULY 27, 2010

PREVIOUSLY DISCUSSED ITEMS _____

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# 10

SOURCE:

DOCUMENTS PREPARED BY: JOHN BEERY

VERBAL: _____

INFORMATION ATTACHED: XXXX

NO PAPERWORK AT TIME OF PACKETS: _____

MEMORANDUM

TO: THE NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY

FROM: JOHN BEERY, CITY ENGINEER

DATE: JULY 22, 2010

**RE: RIGHT-OF-WAY – WALMART ROUNDABOUT
NORTHWEST AND SOUTHWEST PARCELS**

The City has rights of entry to construct the roundabout at the above-referenced intersection. Attached are exhibits providing an illustration of the right-of-way for each corner cut. The right-of-way was donated by the developer.

I recommend that the Board of Public Works and Safety accept and record the Right-of-Way for the west side of the Walmart Roundabout.

EXHIBIT "B"

DRAWN BY
CHECKED BY
SCALE 1"=
SHEET 1 OF

Country Blvd.

OWNER: RG Indiana LLC

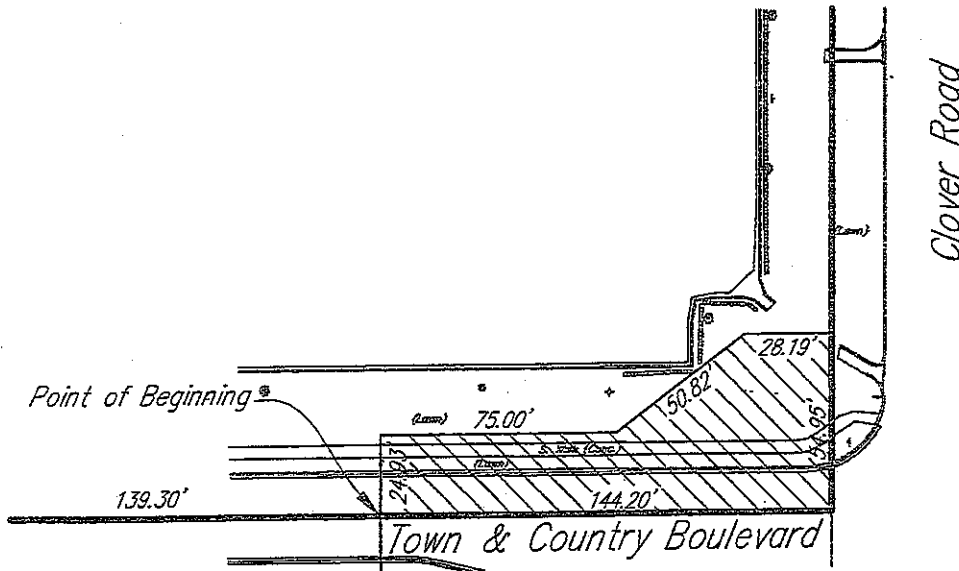
INSTRUMENT NO. 9809816728, DATED 03/27/1998

 HATCHED AREA IS THE APPROXIMATE TAKING

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



SURVEYOR'S STATEMENT

To the best of my professional knowledge, information, and belief, this drawing represents the property described on the attached Exhibit "A". This drawing was prepared from information obtained from the recorder's office and other sources which were not necessarily verified by a field survey. This drawing is not intended to represent a Retracement or Original Boundary Survey, a Route Survey, or a Surveyor Location Report.

Susan M. Wood

1-21-09

Susan M. Wood
L.S. 29800005

Date

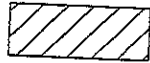


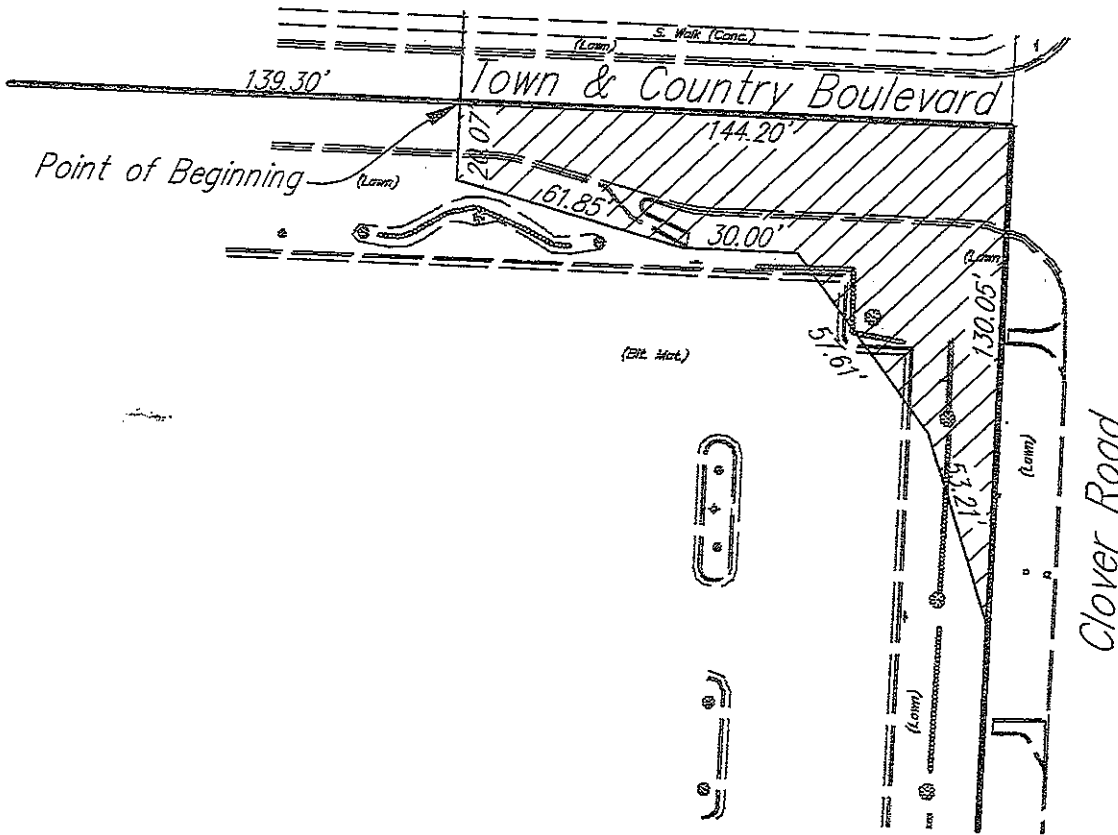
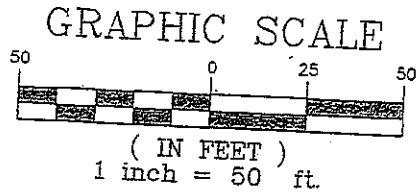
EXHIBIT "B"

Country Blvd.

OWNER: Town & Country Associates L.P.
 INSTRUMENT NO. 200200010798, DATED 01/29/2002

DRAWN BY CVS 12/29/2008
 CHECKED BY: SMW 12/31/2008
 SCALE 1" = 50'
 SHEET 1 OF 1

 HATCHED AREA IS THE APPROXIMATE TAKING



SURVEYOR'S STATEMENT

To the best of my professional knowledge, information, and belief, this drawing represents the property described on the attached Exhibit "A". This drawing was prepared from information obtained from the recorder's office and other sources which were not necessarily verified by a field survey. This drawing is not intended to represent a Retracement or Original Boundary Survey, a Route Survey, or a Surveyor Location Report.

Susan M. Wood 1-21-09
 Susan M. Wood Date
 L.S. 29800005



**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE**

DATE: JULY 27, 2010

PREVIOUSLY DISCUSSED ITEMS _____

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# 11

SOURCE:

DOCUMENTS PREPARED BY: JOHN BEERY

VERBAL: _____

INFORMATION ATTACHED: XXXX

NO PAPERWORK AT TIME OF PACKETS: _____

MEMORANDUM

TO: THE NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY

FROM: JOHN BEERY, CITY ENGINEER

DATE: JULY 22, 2010

**RE: RIGHT-OF-WAY - LITTLE CHICAGO ROAD AND 191ST ST.
PARCEL NO. 51 - BOYD**

Attached is an exhibit for right-of-way purchased at the northwest corner of 191st St. and Little Chicago Road. The parcel was settled for \$13,000 for 0.334 acres, plus 0.066 acres under existing pavement.

This is the last parcel required for the construction of a roundabout at the intersection and the improvement of Little Chicago Road from 191st St. to S.R. 38 which should occur next year.

I recommend that the Board of Public Works and Safety accept and record the Right-of-Way for Parcel No. 51.

WARRANTY DEED

Document Cross Reference No.: 200300075989

Project: Little Chicago Road and
191st Street
Parcel: 51
Page: 1 of 3

THIS INDENTURE WITNESSETH, that Jack Carr Boyd, as the sole surviving trustee under the Mary Ellen Boyd Living Trust, dated September 30, 2002, or any amendments thereto, the Grantor, of Hamilton County, State of Indiana, Conveys and Warrants to the **CITY OF NOBLESVILLE**, the Grantee, for and in consideration of the sum of Thirteen Thousand and NO/100 dollars (\$13,000.00) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Hamilton, State of Indiana, and being more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

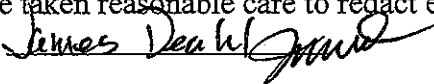
The Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor or any successors in title to the abutting lands of the Grantor. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor and all successors and assigns.

The undersigned person executing this deed represents and certifies that he is the sole Trustee of said Trust; and that pursuant to the Trust Agreement, has full authority to manage the affairs of said Trust and sign and execute documents in its behalf; that this authority has not been revoked and therefore, he is fully authorized and empowered to convey to the City of Noblesville, Indiana real estate of the Trust; and on the date of execution of said conveyance instruments, he had full authority to so act.

Project: Little Chicago Road and
191st Street

Parcel: 51

Page: 3 of 3

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. 

Interests in land acquired by the

City of Noblesville

Grantee mailing address:
Clerk/Treasurer's Office
135 South 9th Street
Noblesville, Indiana 46060

This Instrument Prepared By:

Michael A. Howard
Attorney at Law
694 Logan Street
Noblesville, Indiana 46060

EXHIBIT "A"

PARCEL 51

Little Chicago Road

Mary Ellen Boyd Living Trust

Tax No.: 29-06-28-000-009.006-012

Sheet: 1 of 2

A part of the Northeast Quarter of Section 28, Township 19 North, Range 4 East, Hamilton County, Indiana, and being a part of the land described in Instrument No. 200300075989 Office of the Recorder of Hamilton County, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning on the south line of said quarter section South 88 degrees 58 minutes 48 seconds West (assumed bearing) 160.74 feet from the southeast corner of said quarter section, said southeast corner designated as point "100" on said plat, thence South 88 degrees 58 minutes 48 seconds West 174.02 feet along the south line of said quarter section; thence North 1 degree 01 minute 12 seconds West 16.50 feet to the north boundary of 191st Street, designated as point "3850" on said plat; thence North 65 degrees 56 minutes 14 seconds East 60.23 feet to the point designated as "3851" on said plat; thence North 82 degrees 51 minutes 38 seconds East 120.94 feet to the point designated as "3852" on said plat; thence North 42 degrees 07 minutes 23 seconds East 141.60 feet to the point designated as "3853" on said plat; thence North 0 degrees 00 minutes 52 seconds West 175.00 feet to the west boundary of Little Chicago Road per Instrument Number 2008007118, Office of the Hamilton County Recorder, designated as point "30309" on said plat; thence South 3 degrees 54 minutes 09 seconds East 50.14 feet along the boundary of said Little Chicago Road; thence South 0 degrees 00 minutes 52 seconds East 225.80 feet along said boundary to the northwestern boundary of the intersection of said Little Chicago Road and 191st Street; thence South 67 degrees

EXHIBIT "A"
PARCEL 51
Little Chicago Road
Mary Ellen Boyd Living Trust

Tax No.: 29-06-28-000-009.006-012

Sheet: 2 of 2

44 minutes 15 seconds West 107.40 feet along the boundary of the intersection of said Little Chicago Road and said 191st Street; thence South 1 degree 01 minute 12 seconds East 16.50 feet to the point of beginning and containing 0.334 acres, more or less, inclusive of the presently existing right-of-way which contains 0.066 acres, more or less.

Given under my hand and seal this 3rd day of September, 2009.



Douglas K. Herendeen

Douglas K. Herendeen, L.S.
Registered Land Surveyor
State of Indiana, Surveyor No. S0468

This description was prepared for The City of Noblesville by Butler, Fairman & Seufert, Inc. using last deeds of record obtained from the Office of the Hamilton County Recorder.

PARCEL NO. : 51

OWNER : MARY ELLEN BOYD LIVING TRUST

DRAWN BY: CVS 07/01/2006

PROJECT NO. : LITTLE CHICAGO RD.

INSTRUMENT NO. 200300075989, DATED 06/13/2003

CHECKED BY: JNM 07/03/2006

ROAD NAME : LITTLE CHICAGO RD.

INSTRUMENT NO. 200400024182, DATED 03/16/2004 (SELL-OFF)

SCALE: 1" = 200'

COUNTY : HAMILTON

INSTRUMENT NO. 2008007118, DATED 01/10/2008 (SELL-OFF)

SHEET 1 OF 2

SECTION : 28

HATCHED AREA IS THE APPROXIMATE TAKING

TOWNSHIP : 19 N.

RANGE : 4 E.

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

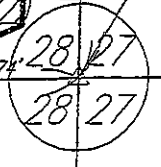
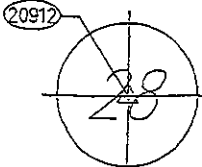
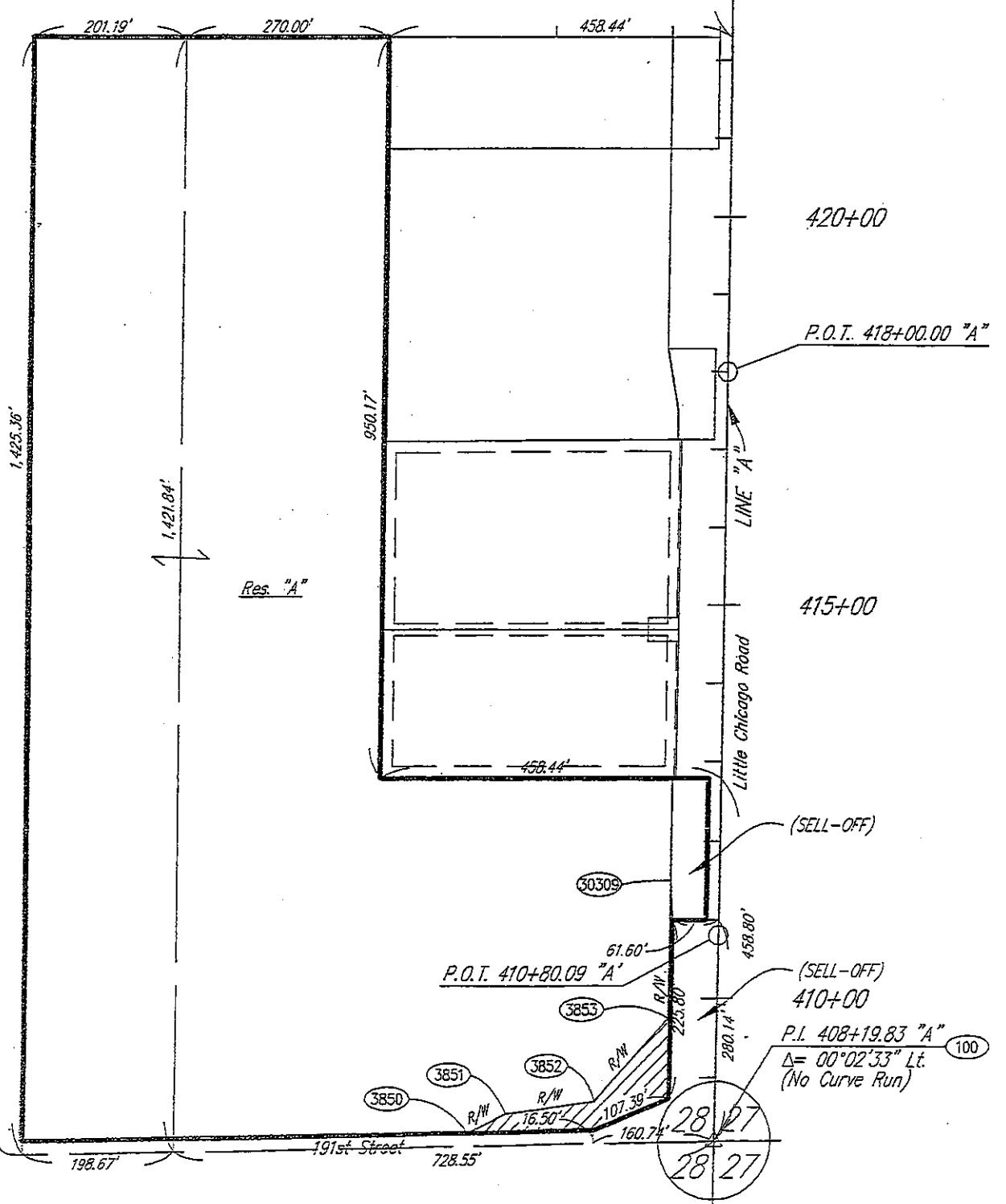
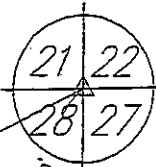
GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

EXHIBIT "B"

20104 P.I. 434+73.62 "A"
 $\Delta = 00^{\circ}01'16''$ Lt.
(No Curve Run)



PARCEL NO. : 51
 PROJECT NO. : LITTLE CHICAGO RD.
 ROAD NAME : LITTLE CHICAGO RD.
 COUNTY : HAMILTON
 SECTION : 28
 TOWNSHIP : 19 N.
 RANGE : 4 E.

OWNER : MARY ELLEN BOYD LIVING TRUST

DRAWN BY: CVS 07/01/2006
 CHECKED BY: JNM 07/03/2006
 SHEET 2 OF 2

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE
 AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

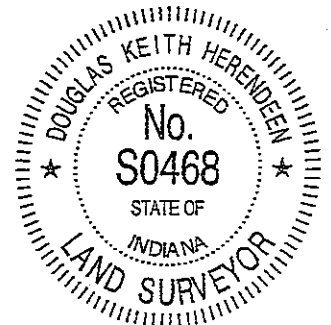
EXHIBIT "B"



PARCEL COORDINATE CHART

POINT	STATION	OFFSET	CL	NORTH	EAST
100	P.I.(408+19.83)	E. 1/4 Cor. Sec. 28	"A"	3541.1540	10030.5280
3850	408+30.46	335.00 Lt.	"A"	3551.6919	9695.5253
3851	408+55.00	280.00 Lt.	"A"	3576.2489	9750.5191
3852	408+70.00	160.00 Lt.	"A"	3591.2792	9870.5153
3853	409+75.00	65.00 Lt.	"A"	3696.3032	9965.4888
20104	P.I.(434+73.62)	N.E. Cor. Sec. 28	"A"	6194.9440	10029.8570
20912		C. 1/4 Cor. Sec. 28	"A"	3493.8230	7372.2280
30309	411+50.00	65.00 Lt.	"A"	3871.3032	9965.4445

NOTE: STATIONS AND OFFSETS CONTROL OVER BOTH NORTH AND EAST COORDINATES AND BEARINGS AND DISTANCES



SURVEYORS STATEMENT

To the best of my knowledge and belief, this plat comprises a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

ROUTE SURVEY PLAT

Prepared for - CITY OF NOBLESVILLE
 by Butler, Fairman and Seufert, Inc. (Job #3939.07)

Project = 3939.07 DKH 1

Douglas K. Herendeen
 L.S. S0468

Date

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE**

DATE: JULY 27, 2010

PREVIOUSLY DISCUSSED ITEMS _____

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# 12

SOURCE:

DOCUMENTS PREPARED BY: MIKE HOWARD

VERBAL: _____

INFORMATION ATTACHED: XXXX

NO PAPERWORK AT TIME OF PACKETS: _____

ESCROW AGREEMENT

This Escrow Agreement entered into by and between Trilogy Health Services, LLC, acting on behalf of MS Noblesville, LLC, (“the Developer”) as owner of the Prairie Lakes Health Campus project at 9640 and 9730 Prairie Lakes Boulevard East, Noblesville, Indiana, (“the Project”), and the City of Noblesville, Hamilton County, Indiana (“the City”).

WHEREAS, there is presently an issue between the City and the Developer concerning landscape materials at the Project; and,

WHEREAS, in order to resolve said issue, the Developer is in the process of seeking a variance from the terms of the initial Planned Use Development Ordinance for the Project to approve the installation of rock and stone as a landscape material instead of mulch; and,

WHEREAS, the City has issued a permanent Certificate of Occupancy for the Project, notwithstanding the fact that the landscape materials did not comply with the original Ordinance approving the Project; and,

WHEREAS, in order to obtain the permanent Certificate of Occupancy, the Developer has applied for the variance and posted Five Thousand Dollars (\$5,000) with the City to assure compliance with the landscaping requirements for the Project, as may be modified by the Developer’s variance application.

IT IS THEREBY AGREED by the Developer and the City as follows:

1. The parties agree that the Five Thousand Dollar (\$5,000) deposit (“the Escrowed Amount”) held by the Clerk-Treasurer of the City of Noblesville shall be returned to the Developer upon the completion of either of the following:
 - a. The approval of an amendment to the Planned Use Development Ordinance for the Project to authorize the use of rock as opposed to mulch at the Project; or,
 - b. The completion of the landscaping at the Project pursuant to the original Planned Use Development Ordinance, in the event the variance is denied, which landscaping shall be completed prior to December 15, 2010.
2. In the event neither of the conditions in Paragraph 4 above are completed prior to December 15, 2010, the Escrowed Amount may be forfeited, unless or until an acceptable agreement is reached between the City and the Developer concerning the modification of the landscaping materials for the Project.

ALL OF WHICH IS AGREED by and between the parties on the
date set out herein.

TRILOGY HEALTH SERVICES, LLC

DATED: _____

Ross Oberhausen,
Business Development Analyst

ALL OF WHICH IS AGREED by the Board of Public Works and
Safety of the City of Noblesville this 27th day of July, 2010.

BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF NOBLESVILLE

John Ditslear, Member

Lawrence Stork, Member

Jack Martin, Member

ATTEST:

Janet Jaros, Clerk-Treasurer

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. Michael A. Howard

This instrument prepared by Michael A. Howard, Attorney at Law, 694 Logan Street, Noblesville, Indiana, 46060, 773-4212.

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE**

DATE: JULY 27, 2010

PREVIOUSLY DISCUSSED ITEMS _____

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# 13

SOURCE:

DOCUMENTS PREPARED BY: MIKE HOWARD

VERBAL: _____

INFORMATION ATTACHED: XXXX

NO PAPERWORK AT TIME OF PACKETS: _____

Hamilton County Tax Parcel No. 13-11-22-00-00-008.00

Cross-referenced to Instrument Nos. 9545117 and 200600029564 dated 5-25-2006

RELEASE AND TERMINATION OF EASEMENT

This Release and Termination of Easement is executed this 23rd day of April, 2010, by **Marilyn Bubenzer** ("Mrs. Bubenzer") and the **City of Noblesville**, Hamilton County, Indiana (the "City").

WHEREAS, by document entitled "Grant of Easement for Temporary Soil Storage" executed on February 28, 2006, and recorded on May 25, 2006, as Instrument No. 200600029564, in the office of the Recorder of Hamilton County, Indiana, Mrs. Bubenzer granted the City certain temporary easements over the real estate described subject to certain obligations as set forth in such document (the "Easement"), and

WHEREAS, parties now desire to terminate the Easement and release each other from any and all obligations set forth therein,

NOW, THEREFORE, Mrs. Bubenzer and the City, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby confirm such termination and RELEASE and TERMINATE the Easement and release each other from any and all obligations set forth therein.

IN WITNESS WHEREOF, Mrs. Bubenzer and the City have executed this Release and Termination of Easement effective as of the date first indicated above.

MARILYN BUBENZER

CITY OF NOBLESVILLE



By: _____

Printed: _____

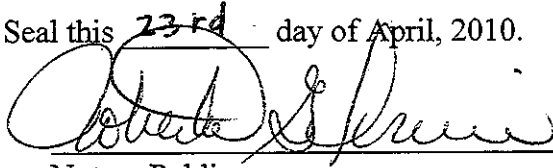
Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the above County and State, personally appeared Marilyn Bubenzer, who acknowledged the execution of the foregoing Release and Termination of Easement for and on behalf of said company, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 23rd day of April, 2010.

[SEAL]



Notary Public

Printed: Roberta G. Driver

I am a resident of Hamilton County, Indiana.

My commission expires: 3-29-2015.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the above County and State, personally appeared _____, the _____ for the City of Noblesville, Hamilton County, Indiana, who acknowledged the execution of the foregoing Release and Termination of Easement for and on behalf of the City of Noblesville, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this _____ day of _____, 2010.

[SEAL]

Notary Public

Printed: _____

I am a resident of _____ County, Indiana.

My commission expires: _____.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Steven D. Hardin

This instrument was prepared by Steven D. Hardin, Attorney-at-Law, Baker & Daniels LLP, 23 South 8th Street, Suite 3000, Noblesville, Indiana, 46060

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that the City of Noblesville, an Indiana municipal corporation ("Grantors"), Conveys and Warrants to Marilyn Bubenzer ("Grantee") for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Hamilton County, Indiana (the "Real Estate"):

See Exhibit A and Exhibit B attached hereto and made a part hereof.

Subject to taxes payable in May, 2010, and thereafter, and all easements, restrictions, covenants, agreements, and rights of way of record.

Subject only to lien of non-delinquent real estate taxes; all general and special assessments and all other governmental, municipal and public dues, charges and impositions not delinquent, all of which Grantee assumes and agrees to pay; all applicable zoning, building and land use laws, ordinances, rules and regulations; and to the covenants, conditions, restrictions and other matters of record (the "Permitted Exceptions").

Grantor hereby, for itself and its successors and assigns, covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Real Estate herein conveyed; that it has good right to sell and convey the same in the manner set forth herein and the Real Estate is free and clear of all liens, claims and encumbrances by, through and under Grantor, except for the Permitted Exceptions; and that Grantor, its successors and assigns, shall warrant and defend same unto Grantee forever against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has hereunto affixed its name and seal, this 27th day of July, 2010.

BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF NOBLESVILLE

John Ditslear

Lawrence Stork

Jack Martin

ATTEST:

Janet Jaros, Clerk-Treasurer
City of Noblesville

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this 27th day of July, 2010, personally appeared the within named John Ditslear, Lawrence Stork and Jack Martin as members of the Board of Public Works and Safety of the City of Noblesville, and Janet Jaros, as Clerk -Treasurer of the City of Noblesville and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public,
Residing in _____ County, IN

Return following recording to and Mail Tax Statements: 10833 Courageous Drive, Indianapolis, Indiana 46236.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Michael A. Howard.
This instrument prepared by Michael A. Howard, Howard & Associates, 694 Logan Street, Noblesville, Indiana 46060, (317) 773-4212.

SEA Group
Land Surveyors
 494 Gradle Drive Phone: 317.844.3333
 Carmel, IN 46032 Fax: 317.844.3383
 www.SEAGroupLLC.com

EXHIBIT A

SOUTH FLOODPLAIN PARCEL - 2.40± ACRES

Drawing Prepared By: BMM

Drawing Date: 12/23/2009

Drawing Prepared For:

Marilyn Bubenzer
 10833 Courageous Drive
 Indianapolis, IN 46236

SOUTH FLOODPLAIN PARCEL

A part of the Southeast Quarter of the Northeast Quarter of Section 22, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, State of Indiana and being a portion of a Parcel of real estate described in that certain Deed to the City of Noblesville, per Inst. No. 2006-17144, as recorded in the Hamilton County Recorder's Office, State of Indiana, and being more particularly described as follows:

Commencing at the Northeast corner of said Section 22; thence South 00 degrees 05 minutes 55 seconds East, along the East line thereof, 1874.93 feet to the Southeast corner of Parcel #18 (Right of way for East 146th Street), in said Inst. No. 2006-17144; thence North 89 degrees 59 minutes 51 seconds West, along the South line thereof, 65.00 feet to the POINT OF BEGINNING of the real estate described herein; thence South 00 degrees 05 minutes 55 seconds East, parallel to said East Quarter Section line, 200.00 feet; thence North 89 degrees 59 minutes 51 seconds West, parallel to said South right of way line, 178.68 feet to the point of curvature of a curve the right, having a radius of 1050.00 feet, the radius point of which bears North 00 degrees 00 minutes 09 seconds East; thence Northwesterly along said curve an arc length of 83.96 feet to a point which bears South 04 degrees 35 minutes 03 seconds West from said radius point; thence South 04 degrees 35 minutes 03 seconds West, along a radial line from said previous curve, 25.00 feet to a point on a non-tangent curve to the right having a radius of 1075.00 feet; thence Northwesterly along said curve an arc length of 267.66 feet to a point on the East Limits of the Floodway for Sand Creek, per Flood Insurance Rate Map #18057C0255F for Hamilton County, which point bears South 18 degrees 51 minutes 00 seconds West from said radius point, the following six (6) calls being along said Sand Creek Floodway Limits, 1) thence North 22 degrees 08 minutes 09 seconds East 25.04 feet; 2) thence North 20 degrees 19 minutes 33 seconds East 57.68 feet; 3) thence North 17 degrees 52 minutes 16 seconds East 50.00 feet; 4) thence North 15 degrees 34 minutes 13 seconds East 55.55 feet; 5) thence North 14 degrees 08 minutes 14 seconds East 26.72 feet; 6) thence North 13 degrees 38 minutes 48 seconds East 10.31 feet to a point on the aforesaid South right of way line of East 146th Street, per said Inst. No. 2006-17144; said point being a point of curvature of a curve to the left, having a radius of 850.00 feet, the radius point of which bears North 19 degrees 08 minutes 10 seconds East; thence Southeasterly along said curve an arc length of 283.85 feet to a point which bears South 00 degrees 00 minutes 09 seconds West from said radius point; thence South 89 degrees 59 minutes 51 seconds East, along said South right of way line, 178.33 feet to the POINT OF BEGINNING of this description, containing 2.40 Acres, more or less.

SEA Group Land Surveyors

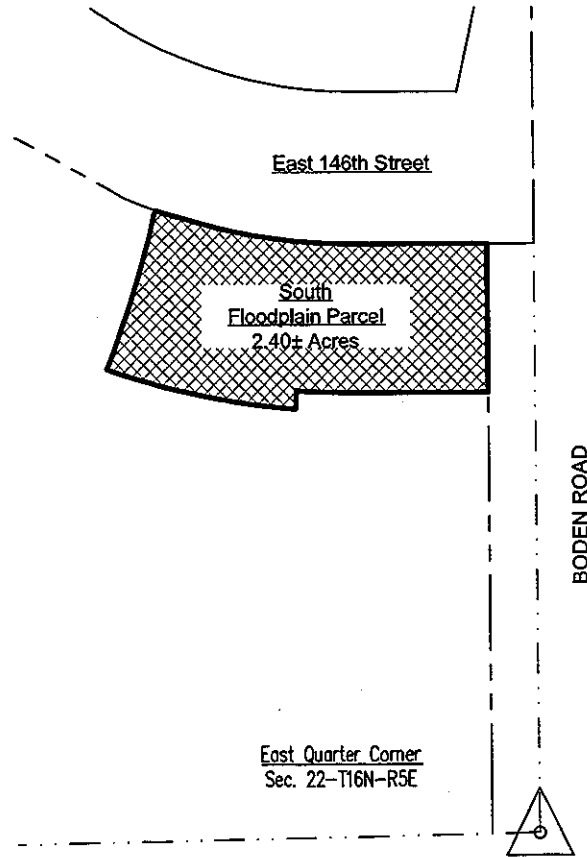
494 Gradle Drive Phone: 317.844.3333
 Carmel, IN 46032 Fax: 317.844.3383
 www.SEAGroupLLC.com

EXHIBIT B

SOUTH FLOODPLAIN PARCEL - 2.40± ACRES

Drawing Prepared By: BMM
 Drawing Scale: 1" = 400'
 Drawing Date: 12/23/2009
 Field Work Date: 12/17/2009

Drawing Prepared For:
 Marilyn Bubenzer
 10833 Courageous Drive
 Indianapolis, IN 46236



DRAWING LEGEND

----- R.O.W. = RIGHT OF WAY (AS NOTED)
 - - - - - FLOOD ZONES PER FRM
 - - - - - SAND CREEK FLOODWAY PER FRM
 _____ SUBJECT REAL ESTATE SURVEY LINE (AS NOTED)



SYMBOL LEGEND

△ Section Corner



Property Address:

East 146th Street & Bodin Road
 Noblesville, Indiana

Project Number: C9-4715e

Page Number 1 of 2

VENDOR'S AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

The CITY OF NOBLESVILLE, an Indiana municipal corporation (hereinafter referred to as "Vendor"), being first duly sworn, states that Vendor is this day conveying to MARILYN BUBENZER (hereinafter referred to as "Purchaser"), by Limited Warranty Deed (the "Deed"), the real estate located in Hamilton County, Indiana, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Real Estate").

In connection with the sale of the Real Estate, Purchaser has obtained a commitment for an owner's policy of title insurance for the Real Estate under the date of April 15, 2010, issued by Hamilton Title Security, LLC (the "Title Company"), as Commitment No. 20100008 (the "Commitment").

Vendor has indefeasible estate in fee simple in the Real Estate; and the Real Estate is free and clear of every kind or description of lien, lease or encumbrance except the following:

1. Easements and restrictions of record;
2. Current taxes not delinquent; and
3. Whatever matters affecting the Real Estate that are disclosed in the above

Deed.

Vendor has not executed, or permitted anyone on Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance of or upon the Real Estate or any fixtures attached thereto, except as stated above, which is now outstanding or enforceable against the Real Estate. Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser, and Vendor has not given to any person an option to purchase all or any part of the Real Estate, which is enforceable or exercisable now or at any time in the future. There are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed.

There is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate. No petition for bankruptcy has been filed by or against Vendor within the last six months, nor is any petition now pending with respect to Vendor for bankruptcy, insolvency or incompetency. Vendor is neither principal nor surety on any bond payable to the State of Indiana.

The Real Estate is now in possession of Vendor as fee simple owner and no other person has a right to possession or claims possession of all or any part of the Real Estate.

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof, and Vendor is an Indiana municipal corporation duly organized and in good standing under the laws of Indiana, and the persons executing this affidavit and the Deed

on behalf of Vendor have been fully empowered by proper resolution of Vendor to execute and deliver this affidavit and the Deed; and Vendor has full capacity to convey the real estate described herein and all necessary action for the making of such conveyance has been taken and done.

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing the Title Company to remove the pre-printed title exceptions; and each of the representations, whether construed jointly or severally, is true. Vendor expressly authorizes the Title Company to rely on such representations.

VENDOR:

**BOARD OF PUBLIC WORKS AND
SAFETY OF THE CITY OF NOBLESVILLE**

John Ditslear

Lawrence Stork

Jack Martin

ATTEST:

Janet Jaros, Clerk-Treasurer
City of Noblesville

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this 27th day of July, 2010, personally appeared the within named John Ditslear, Lawrence Stork and Jack Martin as members of the Board of Public Works and Safety of the City of Noblesville, and Janet Jaros, as Clerk -Treasurer of the City of Noblesville and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public,
Residing in _____ County, IN

EXHIBIT A

Schedule A, continued

File Number: 20100008

LEGAL DESCRIPTION

Tract 1

A part of the Northeast Quarter of Section 22 and a part of the Southeast Quarter of Section 15, all in Township 18 North, Range 5 East, Fall Creek Township and Wayne Township, Hamilton County, State of Indiana and being a portion of the real estate described in that certain Deed to the City of Noblesville, per Inst. No. 2006-17144, as recorded in the Hamilton County Recorder's Office, State of Indiana, and being more particularly described as follows:

Commencing at the Northeast corner of said Section 22; thence South 00 degrees 05 minutes 55 seconds East, along the East line thereof, 402.41 feet to the Northeast corner of Parcel #18 - Fee Simple, Limited Access Right of way per said Inst. No. 2006-17144, the following three (3) courses being along the perimeter thereof; 1) thence South 63 degrees 52 minutes 15 seconds West 105.72 feet to the POINT OF BEGINNING of the real estate described herein; 2) thence South 00 degrees 05 minutes 55 seconds East 18.47 feet; 3) thence South 23 degrees 17 minutes 46 seconds East 58.48 feet to a point on the North line of the real estate described in that certain Deed to Marilyn Bubenzer, per Inst. No. 2006-69467, the next two (2) courses being along the Northwest lines thereof; 1) thence South 63 degrees 43 minutes 25 seconds West 818.68 feet; thence South 22 degrees 48 minutes 28 seconds West 430.15 feet to a point on the North Right of way line of said Parcel #18 within Inst. No. 2006-17144, being the North right of way line for East 146th Street; thence North 56 degrees 42 minutes 32 seconds West, along said North right of way line, 951.38 feet to a point on the West line of the delineated Flood Plain North of 146th Street per Inst. No. 2006-17144, the following sixteen (16) calls being along said West delineated Flood Plain line; 1) thence North 35 degrees 11 minutes 27 seconds East 1.28 feet Measured (6.12 feet Deed); 2) thence North 25 degrees 44 minutes 21 seconds East 105.76 feet; 3) thence North 15 degrees 38 minutes 10 seconds East 108.40 feet; 4) thence North 09 degrees 08 minutes 34 seconds East 211.01 feet; 5) thence North 04 degrees 18 minutes 49 seconds East 100.37 feet; 6) thence North 15 degrees 08 minutes 09 seconds East 164.51 feet; 7) thence North 23 degrees 59 minutes 58 seconds East 85.35 feet; 8) thence North 41 degrees 30 minutes 28 seconds East 49.50 feet; 9) thence North 47 degrees 51 minutes 33 seconds East 260.07 feet; 10) thence North 56 degrees 34 minutes 57 seconds East 124.80 feet; 11) thence North 56 degrees 38 minutes 36 seconds East 44.15 feet; 12) thence North 70 degrees 09 minutes 26 seconds East 44.15 feet; 13)

thence North 72 degrees 26 minutes 39 seconds East 37.79 feet; 14) thence North 63 degrees 30 minutes 14 seconds East 37.79 feet; 15) thence North 62 degrees 51 minutes 41 seconds East 90.90 feet; 16) thence North 69 degrees 50 minutes 13 seconds East 29.81 feet Measured (24.03 feet Deed) to the South line of the right of way for Greenfield Avenue, per Parcel #18b of said Inst. No. 2006-17144, the next two (2) calls being along said Southern right of way line; 1) thence South 44 degrees 26 minutes 22 seconds East 368.91 feet to the point of curvature of a non-tangent curve to the left having a radius of 775.00 feet, the radius point of which bears North 43 degrees 33 minutes 48 seconds East; 2) thence Southeasterly along said curve an arc length of 53.65 feet to a point which bears South 39 degrees 35 minutes 50 seconds West from said radius point and is the Northwest corner of the real estate described in Inst. No. 2006-35146, the next two (2) calls being along the Western and Southern lines thereof; 1) thence South 00 degrees 05 minutes 55 seconds East 655.56 feet; 2) thence North 64 degrees 20 minutes 52 seconds East 360.24 feet to a point on the West line of the real estate described in Inst. No. 9609648057, the next two (2) courses being along the Western and Southern lines thereof; 1) South 00 degrees 05 minutes 55 seconds East 168.78 feet; thence North 63 degrees 52 minutes 15 seconds East 297.15 feet to the POINT OF BEGINNING of this description, containing 30.36 Acres, more or less.

Tract 2

A part of the Southeast Quarter of the Northeast Quarter of Section 22, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, State of Indiana and being a portion of a Parcel of real estate described in that certain Deed to the City of Noblesville, per Inst. No. 2006-17144, as recorded in the Hamilton County Recorder's Office, State of Indiana, and being more particularly described as follows:

Commencing at the Northeast corner of said Section 22; thence South 00 degrees 05 minutes 55 seconds East, along the East line thereof, 1874.93 feet to the Southeast corner of Parcel #18 (Right of way for East 146th Street), in said Inst. No. 2006-17144; thence North 89 degrees 59 minutes 51 seconds West, along the South line thereof, 65.00 feet to the POINT OF BEGINNING of the real estate described herein; thence South 00 degrees 05 minutes 55 seconds East, parallel to said East Quarter Section line, 200.00 feet; thence North 89 degrees 59 minutes 51 seconds West, parallel to said South right of way line, 178.68 feet to the point of curvature of a curve the right, having a radius of 1050.00 feet, the radius point of which bears North 00 degrees 00 minutes 09 seconds East; thence Northwesterly along said curve an arc length of 83.96 feet to a point which bears South 04 degrees 35 minutes 03 seconds West from said radius point; thence South 04 degrees 35 minutes 03 seconds West, along a radial line from said previous curve, 25.00 feet to a point on a non-tangent curve to the right having a radius of 1075.00 feet; thence Northwesterly along said curve an arc length of 267.66 feet to a point on the East Limits of the Floodway for Sand Creek, per Flood Insurance Rate Map #18057C0255F for Hamilton County, which point bears South 18 degrees 51 minutes 00 seconds West from said

radius point, the following six (6) calls being along said Sand Creek Floodway Limits, 1) thence North 22 degrees 08 minutes 09 seconds East 25.04 feet; 2) thence North 20 degrees 19 minutes 33 seconds East 57.68 feet; 3) thence North 17 degrees 52 minutes 16 seconds East 50.00 feet; 4) thence North 15 degrees 34 minutes 13 seconds East 55.55 feet; 5) thence North 14 degrees 08 minutes 14 seconds East 26.72 feet; 6) thence North 13 degrees 38 minutes 48 seconds East 10.31 feet to a point on the aforesaid South right of way line of East 146th Street, per said Inst. No. 2006-17144; said point being a point of curvature of a curve to the left, having a radius of 850.00 feet, the radius point of which bears North 19 degrees 08 minutes 10 seconds East; thence Southeasterly along said curve an arc length of 283.85 feet to a point which bears South 00 degrees 00 minutes 09 seconds West from said radius point; thence South 89 degrees 59 minutes 51 seconds East, along said South right of way line, 178.33 feet to the POINT OF BEGINNING of this description, containing 2.40 Acres, more or less.

NOTE: The acreage shown above is included for descriptive purposes only. The policies, when issued, should not be construed as to insuring the amount of acreage included therein.

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that the City of Noblesville, an Indiana municipal corporation ("Grantors"), Conveys and Warrants to Marilyn Bubenzer ("Grantee") for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Hamilton County, Indiana (the "Real Estate"):

See Exhibit A and Exhibit B attached hereto and made a part hereof.

Subject to taxes payable in May, 2010, and thereafter, and all easements, restrictions, covenants, agreements, and rights of way of record.

Subject only to lien of non-delinquent real estate taxes; all general and special assessments and all other governmental, municipal and public dues, charges and impositions not delinquent, all of which Grantee assumes and agrees to pay; all applicable zoning, building and land use laws, ordinances, rules and regulations; and to the covenants, conditions, restrictions and other matters of record (the "Permitted Exceptions").

Grantor hereby, for itself and its successors and assigns, covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Real Estate herein conveyed; that it has good right to sell and convey the same in the manner set forth herein and the Real Estate is free and clear of all liens, claims and encumbrances by, through and under Grantor, except for the Permitted Exceptions; and that Grantor, its successors and assigns, shall warrant and defend same unto Grantee forever against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has hereunto affixed its name and seal, this 27th day of July, 2010.

BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF NOBLESVILLE

John Ditslear

Lawrence Stork

Jack Martin

ATTEST:

Janet Jaros, Clerk-Treasurer
City of Noblesville

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this 27th day of July, 2010, personally appeared the within named John Ditslear, Lawrence Stork and Jack Martin as members of the Board of Public Works and Safety of the City of Noblesville, and Janet Jaros, as Clerk -Treasurer of the City of Noblesville and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public,
Residing in _____ County, IN

Return following recording to and Mail Tax Statements: 10833 Courageous Drive, Indianapolis, Indiana 46236.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Michael A. Howard.
This instrument prepared by Michael A. Howard, Howard & Associates, 694 Logan Street, Noblesville, Indiana 46060, (317) 773-4212.

NORTH FLOODPLAIN PARCEL

A part of the Northeast Quarter of Section 22 and a part of the Southeast Quarter of Section 15, all in Township 18 North, Range 5 East, Fall Creek Township and Wayne Township, Hamilton County, State of Indiana and being a portion of the real estate described in that certain Deed to the City of Noblesville, per Inst. No. 2006-17144, as recorded in the Hamilton County Recorder's Office, State of Indiana, and being more particularly described as follows:

Commencing at the Northeast corner of said Section 22; thence South 00 degrees 05 minutes 55 seconds East, along the East line thereof, 402.41 feet to the Northeast corner of Parcel #18 - Fee Simple, Limited Access Right of way per said Inst. No. 2006-17144, the following three (3) courses being along the perimeter thereof; 1) thence South 63 degrees 52 minutes 15 seconds West 105.72 feet to the POINT OF BEGINNING of the real estate described herein; 2) thence South 00 degrees 05 minutes 55 seconds East 18.47 feet; 3) thence South 23 degrees 17 minutes 46 seconds East 58.48 feet to a point on the North line of the real estate described in that certain Deed to Marilyn Bubenzer, per Inst. No. 2006-69467, the next two (2) courses being along the Northwest lines thereof; 1) thence South 63 degrees 43 minutes 25 seconds West 818.68 feet; thence South 22 degrees 48 minutes 28 seconds West 430.15 feet to a point on the North Right of way line of said Parcel #18 within Inst. No. 2006-17144, being the North right of way line for East 146th Street; thence North 56 degrees 42 minutes 32 seconds West, along said North right of way line, 951.38 feet to a point on the West line of the delineated Flood Plain North of 146th Street per Inst. No. 2006-17144, the following sixteen (16) calls being along said West delineated Flood Plain line; 1) thence North 35 degrees 11 minutes 27 seconds East 1.28 feet Measured (6.12 feet Deed); 2) thence North 25 degrees 44 minutes 21 seconds East 105.76 feet; 3) thence North 15 degrees 38 minutes 10 seconds East 108.40 feet; 4) thence North 09 degrees 08 minutes 34 seconds East 211.01 feet; 5) thence North 04 degrees 18 minutes 49 seconds East 100.37 feet; 6) thence North 15 degrees 08 minutes 09 seconds East 164.51 feet; 7) thence North 23 degrees 59 minutes 58 seconds East 85.35 feet; 8) thence North 41 degrees 30 minutes 28 seconds East 49.50 feet; 9) thence North 47 degrees 51 minutes 33 seconds East 260.07 feet; 10) thence North 56 degrees 34 minutes 57 seconds East 124.80 feet; 11) thence North 56 degrees 38 minutes 36 seconds East 44.15 feet; 12) thence North 70 degrees 09 minutes 26 seconds East 44.15 feet; 13) thence North 72 degrees 26 minutes 39 seconds East 37.79 feet; 14) thence North 63 degrees 30 minutes 14 seconds East 37.79 feet; 15) thence North 62 degrees 51 minutes 41 seconds East 90.90 feet; 16) thence North 69 degrees 50 minutes 13 seconds East 29.81 feet Measured (24.03 feet Deed) to the South line of the right of way for Greenfield Avenue, per Parcel #18b of said Inst. No. 2006-17144, the next two (2) calls being along said Southern right of way line; 1) thence South 44 degrees 26 minutes 22 seconds East 368.91 feet to the point of curvature of a non-tangent curve to the left having a radius of 775.00 feet, the radius point of which bears North 43 degrees 33 minutes 48 seconds East; 2) thence Southeasterly along said curve an arc length of 53.65 feet to a point which bears South 39 degrees 35 minutes 50 seconds West from said radius point and is the Northwest corner of the real estate described in Inst. No. 2006-35146, the next two (2) calls being along the Western and Southern lines thereof; 1) thence South 00 degrees 05 minutes 55 seconds East 655.56 feet; 2) thence North 64 degrees 20 minutes 52 seconds East 360.24 feet to a point on the West line of the real estate described in Inst. No. 9609648057, the next two (2) courses being along the Western and Southern lines thereof; 1) South 00 degrees 05 minutes 55 seconds East 168.78 feet; thence North 63 degrees 52 minutes 15 seconds East 297.15 feet to the POINT OF BEGINNING of this description, containing 30.36 Acres, more or less.

SEA Group
Land Surveyors

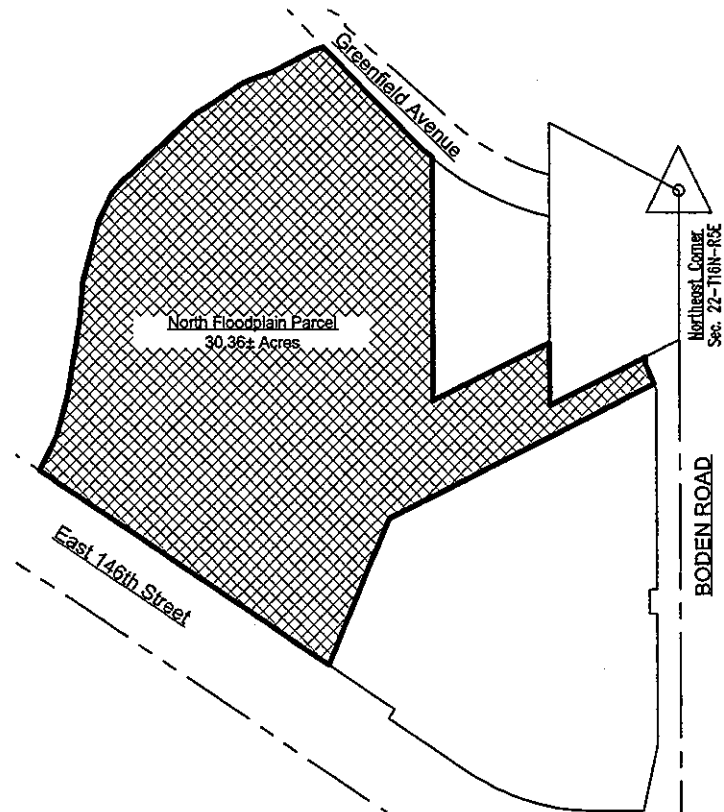
494 Gradle Drive Phone: 317.844.3333
 Carmel, IN 46032 Fax: 317.844.3383
 www.SEAGroupLLC.com

EXHIBIT B

NORTH FLOODPLAIN PARCEL - 30.36± ACRES

Drawing Prepared By: BMM
 Drawing Scale: 1" = 400'
 Drawing Date: 12/23/2009
 Field Work Date: 12/17/2009

Drawing Prepared For:
 Marilyn Bubener
 10833 Courageous Drive
 Indianapolis, IN 46236



DRAWING LEGEND

- R.O.W. = RIGHT OF WAY (AS NOTED)
- FLOOD ZONES PER FIRM
- SAND CREEK FLOODWAY PER FIRM
- SUBJECT REAL ESTATE SURVEY LINE (AS NOTED)



SYMBOL LEGEND

△ Section Corner

Property Address:

East 146th Street & Boden Road
 Noblesville, Indiana

Project Number: C9-4715d

Page Number 1 of 2