

IN THE MATTER OF MERIDIAN SUBURBAN DRAIN
HAMILTON COUNTY DRAINAGE BOARD

Comes now the Board of Commissioners of Hamilton County, who petition the Hamilton County Drainage Board as follows:

1. They are the duly elected Board of Commissioners of Hamilton County, Indiana.
2. That in that capacity they are responsible for the drainage of public highways.
3. That they now desire that a regulated drain be establish in Clay Township which involves Tottenham Drive, Manchester Court and various areas surrounding the road in the drainage shed.
4. The names and address of each owner affected by the proposed public drainage are attached hereto, made a part hereof, and marked Exhibit "A", which area of land involved in the proposed drainage area is located in Section 2, Township 17 North, Range 3 East, Hamilton County, Indiana.
5. No other public lands or owners are located in the area which would affect improvement.
6. That the general route of the proposed drain is the existing storm sewer within Meridian Suburban Subdivision and subsurface drains, along curbs which may be required.
7. That in the opinion of the Petitioner, the costs, damages and expenses of the proposed improvement will be less than the benefits which will result to the owners of the land to be benefited thereby.
8. That in the opinion of Petitioner, the proposed improvement will benefit a public highway in Hamilton County, Indiana.
9. That the name of the Attorney representing Petitioner in the drainage petition is Michael Howard, 694 Logan Street, P.O. Box 410, Noblesville, Indiana 46060.
10. That Petitioners shall pay the cost of notice and all legal costs if the Petition is dismissed.
11. Petitioner shall post a Bond, if required, to pay the cost of notice and all legal costs in the case the improvement is not established.

BOARD OF COMMISSIONERS OF
HAMILTON COUNTY, INDIANA

BY: Steven C. Dillinger
Steven C. Dillinger

BY: Steven A. Holt
Steven A. Holt

BY: Sharon R. Clark
Sharon R. Clark

ATTEST: Jon M. Ogle
Jon Ogle, Auditor of Hamilton County

17-13-02-03-01-001.000 Meridian Suburban Lot 27
E. Jeanne Hugus
127 W. 111th St.
Carmel, IN 46032

17-13-02-03-01-002.000 Meridian Suburban Lot 26, 25, 24,23,22,21,20,19,18
Valley Dev. Co. Inc. Parcel 002-----010
c/o Stephen L. Valinet Lots 17,47,48,49 & 50,51,52,53,54,55,56,57
3641 Brumley Way Parcel 17-13-02-03-02-023--026 & 028--035
Carmel, IN 46033-3019 Parcel 16-13-02-00-00-005, 13.71Ac; 17-13-02-00-00-023, 15.08Ac.

17-13-02-03-02-001.000 Meridian Suburban Lot 28
Steven L. & Carla J. Brumbaugh
107 W. 111th St.
Carmel, IN 46032

17-13-02-03-02-002.000 Meridian Suburban Lot 29
DeCaudin, Jean Pierre Pascal & Jeanine
59 W. 111th St.
Carmel, IN 46032

17-13-02-03-02-003.000 Meridian Suburban Lot 30
Dimaggio, Victor M. Sr. & Beth Ann
49 W. 111th St.
Carmel, IN 46032

17-13-02-03-02-004.000 Meridian Suburban Lot 31
Susan M. Thomas
39 W. 111th St.
Carmel, IN 46032

17-13-02-03-02-005.000 Meridian Suburban Lot 32
Philip L. Conklin
31 W. 111th St.
Carmel, IN 46032

17-13-02-03-02-006.000 Meridian Suburban Lot 33
Comfort, James W. & Ivory B. Trust
11032 Tottenham Dr.
Carmel, IN 46032

17-13-02-03-02-007.000 Meridian Suburban Lot 34
Craig M. & Jennifer M. Evans
11022 Tottenham Dr.
Carmel, IN 46032

17-13-02-03-02-008.000 Meridian Suburban Lot 35
Delbert T. & Wilda G. Timmerman
40 Mersey Ct.
Carmel, IN 46032

17-13-02-03-02-009.000 Meridian Suburban Lot 36
David S. & Kathryn L. Thomas
50 Mersey Ct.
Carmel, IN 46032

17-13-02-03-02-010.000 Meridian Suburban Lot 37
Walter E. & Georgia Sue York
58 Mersey Ct.
Carmel, IN 46032

17-13-02-03-02-011.000 Meridian Suburban Lot 38
Susan W. Kosch
51 Mersey Ct.
Carmel, IN 46032

17-13-02-03-02-012.000 Meridian Suburban Lot 39
Kurt J. Richter
41 Mersey CT.
Carmel, IN 46032

17-13-02-03-02-013.000 Meridian Suburban Lot 40

Philip L. & Diane R. Creps
11006 Totteham Dr.
Carmel, IN 46032

17-13-02-03-02-014.000 Meridian Sub. Lot 41
Donna Cullison
10946 Tottenham Dr.
Carmel, IN 46032

17-13-02-03-02-015.000 Meridian Sub. Lot 42
Kenneth E. & Martha Gilliam
10930 Tottenham Dr.
Carmel, IN 46032

17-13-02-03-02-016.000 Meridian Sub. Lot 43
McWilliams, Kathryn J. Trustee
10926 Tottenham Dr.
Carmel, IN 46032

17-13-02-03-02-017.000 Meridian Sub. Lot 44
Robert D. & Susan Moore
13639 Smokey Ridge Pl.
Carmel, IN 46033

17-13-02-03-02-018.000 Meridian Sub. Lot 13
Oliver F. & Anne M. Duncan
31 Manchester Ct.
Carmel, IN 46032

17-13-02-03-02-019.000 Meridian Sub. Lot 14
Dale E. & Betty J. Bainaka
10842 Tottenham Dr.
Carmel, IN 46032

17-13-02-03-02-020.000 Meridian Sub. Lot 15
John C. & Marjorie A. Nickel as Trustees
43 Manchester Ct.
Carmel, IN 46032

17-13-02-03-02-021.000 Meridian Sub. Lot 16
Dean C. & Gloria M. Gassman
53 Manchester Ct.
Carmel, IN 46032

17-13-02-03-02-022.000 Meridian Sub. Lot 46
Kevin Allen & Julienne Causey
52 Manchester Ct.
Carmel, IN 46032

17-13-02-03-02-027.000 Meridian Sub. Lot 45
Alley, Ronald Robert & Eleanor J.
42 Manchester Ct.
Carmel, IN 46032

17-13-02-03-03-001.000 Meridian Sub. Lot Pt 1
Earl H. & Julia I. Schleicher
11 W. 111th St.
Carmel, IN 46032

17-13-02-03-03-002.000 Meridian Sub. Lot 2
Marvin E. & Anna Laura Clingman
11035 Tottenham Dr.
Carmel, IN 46032

17-13-02-03-03-003.000 Meridian Sub. Lot 3
Charles M. & Adrienne Chambers
11025 Tottenham Dr.
Carmel, IN 46032

17-13-02-03-03-004.000 Meridian Suburban Lot 4
Robt. E. & Carol J. Scott
11015 Tottenham Dr.
Carmel, IN 46032

17-13-02-03-03-005.000 Meridian Sub. Lot 5
Thomas R. & Ann Blandford
11005 Tottenham
Carmel, IN 46032

17-13-02-03-03-006.000 Meridian Sub. Lot 6
Bruce H. & Ellen R. Stickle
10951 Tottenham Dr.
Carmel, IN 46032

17-13-02-03-03-007.000 Meridian Sub. Lot 7
Bickers, Wesley H. Sr. & Carlene E.
10941 Tottenham Dr.
Carmel, IN 46032

17-13-02-03-03-008.000 Meridian Sub. Lot 8
Michael E. & Sherry Owens
c/o Greg W. Mahler
3809 Lafayette Rd., Ste. E
Indianapolis, IN 46254

17-13-02-03-03-009.000 Meridian Sub. Lot 9
Brent A. & Suzan M. Holmes
10921 Tottenham Ct.
Carmel, IN 46032

17-13-02-03-03-010.000 Meridian Sub. Lot 10
Clyde F. & June A. Courtney
10911 Tottenham Dr.
Carmel, IN 46032

17-13-02-03-03-011.000 Meridian Sub. Lot 11
Eric A. & Luanne Scudder
10901 Tottenham Dr.
Carmel, IN 46032

17-13-02-03-03-012.000 Meridian Sub. Lot 12
John T. Sr. & Jo Ann Mulrey
10845 Tottenham Dr.
Carmel, IN 46032

17-13-02-00-00-001.000 68.60 Ac
JEC Partnership L.P.
c/o John N. Pittman
201 W. 106th St.
Indianapolis, IN 46290

17-13-02-00-00-001.001 1.60 Ac
Fidelity Office Building
c/o REI Investments Inc.
11550 Meridian St. N. #250
Carmel, IN 46032-4562

16-13-02-00-00-002.001 8.22 Ac
16-13-02-00-00-002.101 1.48 Ac
16-13-02-00-00-002.111 1.63 Ac
16-13-02-00-00-003.001 8.12 Ac
16-13-02-00-00-003.002 1.02 Ac
Fidelity Office Building

16-13-02-00-00-003.004 2.36 Ac
16-13-02-00-00-004.000 4.50 Ac
BIC Fidelity II LP
8737 Colesville Rd., Ste. 800
Silver Springs, MD 20910

16-13-02-00-00-003.005 36 Ac
11460 Meridian St. N.
LLC c/o Blue & Co. LLC
P.O. Box 80069
Indianapolis, IN 46280-0069

16-13-02-00-00-006.000 11.91 Ac
N.R.C. Corp.
3641 Brumley Way
Carmel, IN 46033-3019

16-13-02-00-00-007.301
GQ Indianapolis Associates LTD
c/o First American Valuat
5615 High Pointe Dr. #900
Dallas, TX 75038

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF THE
Meridian Suburban Subdivision Drain

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

ONE TIME ONLY

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF
Meridian Suburban Subdivision Drain

NOTICE

To Whom It May Concern and: _____

Notice is hereby given of the hearing of the Hamilton County Drainage Board on the Meridian Suburban Subdivision Drain on June 24, at 9:05 A.M. in Commissioners Court, Hamilton County Judicial Center, One Hamilton County Square, Noblesville, Indiana, and which construction and maintenance reports of the Surveyor and the Schedule of Assessments made by the Drainage Board have been filed and are available for public inspection in the office of the Hamilton County Surveyor.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

ONE TIME ONLY

OFFICE OF

HAMILTON COUNTY DRAINAGE BOARD

Notice of Hearing on Reconstruction & Schedule of Assessments and Damages on the
Meridian Suburban Drain.

The reconstruction report of the Surveyor and schedule of damages and benefits as determined by the Drainage Board for the proposed improvement known as **Meridian Suburban Drain** have been filed and are available for inspection in the office of the County Surveyor. The schedule of assessments shows the following lands in your name are affected as follows:

Description of Land	Acres Benefited	Damages	Reconst. Assmt.	% of Total	Maint. Assmt.
Parcel:	155.52	Zero	150,835.52	100.00	7,098.10
Acres:					

The maintenance assessment is the amount shown for annual assessment for periodically maintaining the drain.

The hearing on the Surveyor's reconstruction report and on the schedules of damages and assessments are set for hearing at **9:05 A.M. on June 24, 2002**, in the Commissioner's Court. The law provides the objects must be written and filed not less than 5 days before the date of the hearing. Objections may be for causes as specified by law and which are available at the Surveyor's Office. Written evidence in support of objections may be filed. The failure to file objections constitutes a waiver of your right to thereafter object, either before the Board or in court on such causes, to any final action of the Board. On or before the day of the hearing before the Board, the Surveyor shall and any owner of affected lands may cause written evidence to be filed in support of or in rebuttal to any filed objections.

HAMILTON COUNTY DRAINAGE BOARD

See enclosed copy of reconstruction report of the County Surveyor for easement information and project description.

OFFICE OF

HAMILTON COUNTY DRAINAGE BOARD

Notice of Hearing on Reconstruction & Schedule of Assessments and Damages on the Meridian Suburban Drain.

The reconstruction report of the Surveyor and schedule of damages and benefits as determined by the Drainage Board for the proposed improvement known as **Meridian Suburban Drain** have been filed and are available for inspection in the office of the County Surveyor. The schedule of assessments shows the following lands in your name are affected as follows:

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HAMILTON COUNTY DRAINAGE BOARD

See enclosed copy of reconstruction report of the County Surveyor for easement information and project description.

OFFICE OF
HAMILTON COUNTY DRAINAGE BOARD

July 8, 2002

Mulrey, John T. Sr & JoAnn
10845 Tottenham Dr
Carmel, IN 46032

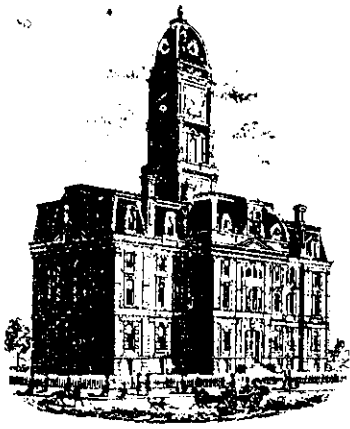
Re: Meridian Suburban

Meridian Suburban Drain is on the July 22, 2002 Hamilton County Drainage Board Agenda at 9:15 A.M. The meeting will be held in the Commissioner's Court. The proposed revised reconstruction assessment and the maintenance assessment for your property are as follows:

Description of Land	Acres Benefited	Damages	Reconst. Assmt.	% of Total	Maint. Assmt.
Parcel: 17-13-02-03-03-012.000					
S2 T17 R3	One Lot	Zero	200.00	0.13	50.00
Meridian Suburban Lot 12					

If you have any questions please call the Hamilton County Surveyors Office at 317-776-8495.

]



SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, Surveyor
 Phone (317) 776-8495
 Fax (317) 776-9628

Suite 188
 One Hamilton County Square
 Noblesville, Indiana 46060-2230

July 5, 2002

To: Hamilton County Drainage Board

Re: Meridian Suburban Subdivision Drain
 Revised Reconstruction

As a follow-up to the June 24, 2002 hearing, this report is a revision of the reconstruction portion of my report dated May 8, 2002. The reconstruction will affect only the existing storm sewer, which was constructed for the Meridian Suburban Subdivision.

Cost Estimate

Clearing	1.5 acre @ \$7,000 per acre	\$10,500.00
Replace crushed pipe within existing system		30,000.00
Seeding	2.0 acre @ \$2,300 per acre	4,600.00
Clean out existing system		4,000.00
		\$49,100.00
	15% Contingency	7,365.00
	Total	\$56,465.00

I recommend the assessment be set at the following rates:

1. Assessment for roads and streets \$190.00 per acre.
2. Assessment for commercial areas assessed at \$570.00 per acre.
3. Assessment for platted lots in subdivisions shall be set at \$200.00 per lot. This rate is for both improved and unimproved platted lots.
4. Assessment for agricultural and undeveloped acreage shall be set at \$190.00 per acre with no minimum.

Kenton C. Ward
 Hamilton County Surveyor

KCW/pll

Kent,

Mr Holt had questions about why we were placing this on maintenance and if the property owners were notified of the new reconstruction costs.

Item labeled - till property owners sent a copy of your report.

Kent said we are not to send out your report without your approval.

Sta

DATE: June 20, 2002

To: Hamilton County Drainage Board

Re: Meridian Suburban Subdivision Drainage Area
Revised Easement Description for Tottenham Drive

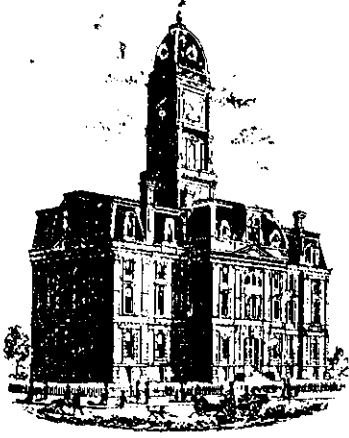
Some homeowners that live on the eastside of Tottenham Drive from 111th Street to the southern portion of Meridian Suburban Subdivision have requested that the proposed 35-foot easement either be reduced or eliminated. After further investigation, it was determined that a 15-foot easement will be required to maintain the existing drainage facility. Also, it is the minimum required by drainage code IC 36-9-27-33 e.

Below are the parcel numbers and property owners of the affected parcels that will have the 15-foot easement, which is east of, parallel to the existing east right-of-way line of Tottenham Drive.

No. 17-13-02-03-03-001.000	Earl H. & Julia I. Schleicher
No. 17-13-02-03-03-002.000	Marvin E. & Anna Laura Clingman
No. 17-13-02-03-03-003.000	Charles M. & Adrienne Chambers
No. 17-13-02-03-03-004.000	Robert E. & Carol J. Scott
No. 17-13-02-03-03-005.000	Tongchee Y & Pang Vang Yang
No. 17-13-02-03-03-006.000	Bruce H. Stickle
No. 17-13-02-03-03-007.000	Wesley H. Sr. & Carlene E. Bickers
No. 17-13-02-03-03-008.000	Michael E. & Sherry Owens c/o Greg W. Mahler
No. 17-13-02-03-03-009.000	Richard D. Rice
No. 17-13-02-03-03-010.000	June A. Courtney
No. 17-13-02-03-03-011.000	Anthony A. & Jeannette Paris
No. 17-13-02-03-03-012.000	John T. Sr. & Jo Ann Mulrey

I recommend the Board ^{accept} ~~grant~~ the proposed revised 15-foot easement east of and parallel to the existing east right-of-way line of Tottenham Drive as requested.

Kenton C. Ward
Hamilton County Surveyor



SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 188

One Hamilton County Square
Noblesville, Indiana 46060-2230

17

May 16, 2002

NAME & ADDRESS

Re: ~~Thorpe Creek Drainage Area~~
MERIDIAN SUBURBAN DRAIN

JUNE 24, 2002

MERIDIAN SUBURBAN DRAIN

A reconstruction hearing is proposed ~~May 28, 2002~~ for the ~~Thorpe Creek Drain~~.
If approved, it is anticipated that work would begin this summer continuing through the fall.

Please be aware that any crop planted within the proposed easement will be at risk and may be damaged by the Drainage Board or their contractors without compensation to the owner per 36-9-27-33 (d). The Surveyor's Office recommends no crops be planted within the ~~seventy-five (75')~~ feet easement to avoid this damage.

PROPOSED STATUTORY

If you have questions concerning this matter, please contact the office at 317-776-8495.

Sincerely,

Kenton C. Ward
Hamilton County Surveyor

KCW/pll

17-13-02-00-00-001.000 Clay
11405 Spring Mill Carmel

Jec Partnership L P [Jec Partnership L P]
201 106th St W C/o John N Pittman Indianapolis, IN 46290 (GNIDNR=)

17-13-02-00-00-023.000 Clay
0 Us 31 Indianapolis

Valley Development Co Inc [Valley Development Co Inc]
3641 Brumley Way C/o Stephen L Valinet Carmel, IN 46033 (GNIDNR=)

JUNE 24, 2002



SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 188

*One Hamilton County Square
Noblesville, Indiana 46060-2230*

May 17, 2002

Valley Development CO. Inc.
3641 Brumley Way
C/o Stephen Valinet
Carmel, IN 46033

Re: Meridian Suburban Drain
17-13-02-00-00-023.000

A reconstruction hearing is proposed June 24, 2002 for the Meridian Suburban Drain. If approved, it is anticipated that work would begin this summer continuing through the fall.

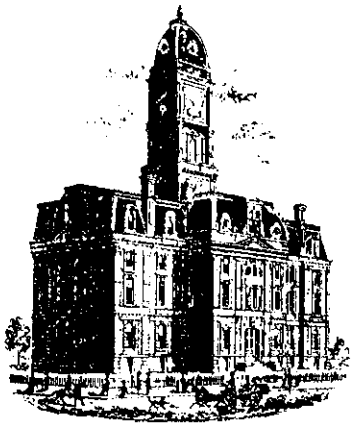
Please be aware that any crop planted within the proposed easement will be at risk and may be damaged by the Drainage Board or their contractors without compensation to the owner per 36-9-27-33 (d). The Surveyor's Office recommends no crops be planted within the proposed statutory easement to avoid this damage.

If you have questions concerning this matter, please contact the office at 317-776-8495.

Sincerely,

Kenton C. Ward
Hamilton County Surveyor

KCW/pll



SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 188

*One Hamilton County Square
Noblesville, Indiana 46060-2230*

May 17, 2002

Jec Partnership L P
201 106th St W
C/o John N Pittman
Indianapolis, IN 46290

Re: Meridian Suburban Drain
17-13-02-00-00-001.000

A reconstruction hearing is proposed June 24, 2002 for the Meridian Suburban Drain. If approved, it is anticipated that work would begin this summer continuing through the fall.

Please be aware that any crop planted within the proposed easement will be at risk and may be damaged by the Drainage Board or their contractors without compensation to the owner per 36-9-27-33 (d). The Surveyor's Office recommends no crops be planted within the proposed statutory easement to avoid this damage.

If you have questions concerning this matter, please contact the office at 317-776-8495.

Sincerely,

Kenton C. Ward
Hamilton County Surveyor

KCW/pll

DONALDSON, ANDREOLI & TRUITT

AN ASSOCIATION OF
ATTORNEYS AT LAW
1393 West Oak Street
ZIONSVILLE, INDIANA 46077-1839
(317) 873-6266
FAX (317) 873-6384

MICHAEL J. ANDREOLI
Mandreoli@datlaw.com

JOHN W. DONALDSON
DAVID F. TRUITT

JEFFREY S. JACOB
jjacob@datlaw.com

June 20, 2002

Hamilton County Drainage Board
Surveyor's Office of Hamilton County
Suite 188
One Hamilton County Square
Noblesville, Indiana 46060-2230

In re: Meridian Suburban Drain

Dear Members of the Hamilton County Drainage Board:

I am writing on behalf of my wife Susan (Ruden) Jacob and myself concerning the reconstruction and schedule of the assessments and damages on the Meridian Suburban Drain. Unfortunately, I have learned just prior to drafting this letter that I will be unable to attend the Drainage Board Hearing on this matter scheduled for June 24, 2002. My plan, originally was to speak on behalf of my wife and myself as homeowners, as well as several of the property owners along Tottingham Drive and West 111th Street, which I now do by way of this letter.

The project manager from the Hamilton County Surveyor's Office, Trisha Banta, was kind enough to speak with me regarding this project and answer several of my questions. However, I would raise the following concerns regarding this project. I would initially note that this is very clearly a drainage problem along 111th Street that needs to be addressed. This became even more evident this spring as water stood over 111th Street for days and days after a rain.

1. I believe that the size of this proposed open ditch will create a danger to vehicular traffic traveling along West 111th Street. The speeds many vehicles reach during peak travel times, and otherwise, exiting U.S. 31 coupled with the normal residential area use of the roadway could cause a potentially dangerous hazard should a vehicle be forced to leave the roadway and enter such a large open ditch.

Page: 2 of 3
In re: Hamilton County Drainage Board
Date: June 20, 2002

2. I also believe such a large open ditch will create a common nuisance in the area to pedestrian traffic. Basically, I believe that the ditch as proposed is oversized. This leads me to my next point which deals with the economics of the proposed drainage upgrade.

3. I believe that the over-sizing of the drain is going to accommodate and serve the drainage needs of properties far beyond those who will be assessed for these infrastructure improvements. Accordingly, I would suggest that the cost be spread beyond those initially proposed. Alternatively, I would fall back to my original suggestion that the open ditch be reduced in size to accommodate just the drainage problems in this area.

4. I would also like to express a concern or request that appropriate measures be taken and considerations given to the various homeowners in this area concerning efficient construction management. This would include coordinating traffic flow, appropriate signage, non-obtrusive storage of construction equipment, and most importantly timely completion of the construction without delay.

5. Lastly, whether or not the open ditch is installed as designed or reduced in size, the homeowners in the area would like to have some type of buffering area between the roadway and the open ditch installed. Not only would this provide for a more aesthetically pleasing residential area but would undoubtedly act as erosion control and enhance runoff water quality. It is my understanding that the County will be engaged in Phase II of the Storm Water Quality Program which requires or mandates such buffering to provide a filtering effect along roadways. While we would certainly appreciate any County funding for creating this buffered area, I believe that myself and several of the homeowners in the area would be happy to donate materials and time in maintaining this landscaped area. We would certainly not be objectionable to having any landscaping in the area pre-approved by the Surveyor's Office prior to installation and I would be happy to coordinate the maintenance of the landscaped area by deed restriction possibly to adjoining residential properties or perhaps even to the Meridian Suburban Subdivision Homeowners' Association.

Page: 3 of 3

In re: Hamilton County Drainage Board

Date: June 20, 2002

The one prohibiting factor would obviously be that as much space as possible will be needed so that plantings could be put on the edge of or just outside of the right-of-way. Therefore, it would be helpful to this end to locate the open ditch as far North along West 111th Street as possible.

I thank your for your time and consideration in this matter.

Very truly,

DONALDSON, ANDREOLI & TRUITT

By:


Jeffrey S. Jacob

JSJ/cd

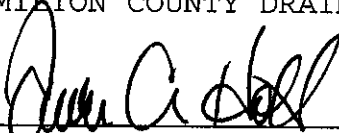
FINDINGS AND ORDER

CONCERNING THE MAINTENANCE OF THE
Meridian Suburban Subdivision Drain

On this *22nd day of July 2002*, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the *Meridian Suburban Subdivision Drain*.

Evidence has been heard. Objections were presented and considered. The Board then adopted the original/amended Schedule of Assessments. The Board now finds that the annual maintenance assessment will be less than the benefits to the landowners and issues this order declaring that this Maintenance Fund be established.

HAMILTON COUNTY DRAINAGE BOARD




President



Member

Member

Attest: 

STATE OF INDIANA)
) ss:
COUNTY OF HAMILTON)

BEFORE THE HAMILTON COUNTY
DRAINAGE BOARD
NOBLESVILLE, INDIANA

IN THE MATTER OF THE
RECONSTRUCTION OF THE
Meridian Suburban Subdivision Drain

FINDINGS AND ORDER FOR RECONSTRUCTION

The matter of the proposed Reconstruction of the **Meridian Suburban Subdivision Drain** came before the Hamilton County Drainage Board for hearing **on July 22nd, 2002**, on the Reconstruction Report consisting of the report and the Schedule of Damages and Assessments. The Board also received and considered the written objection of an owner of certain lands affected by the proposed Reconstruction, said owner being:

Evidence was heard on the Reconstruction Report and on the aforementioned objections.

The Board, having considered the evidence and objections, and, upon motion duly made, seconded and unanimously carried, did find and determine that the costs, damages and expenses of the proposed Reconstruction will be less than the benefits accruing to the owners of all land benefited by the Reconstruction.

The Board having considered the evidence and objections, upon motion duly made, seconded and unanimously carried, did adopt the Schedule of Assessments as proposed, subject to amendment after inspection of the subject drain as it relates to the lands of any owners which may have been erroneously included or omitted from the Schedule of Assessments.

The Board further finds that it has jurisdiction of these proceedings and that all required notices have been duly given or published as required by law.

Wherefore, it is ORDERED, that the proposed Reconstruction of the **Meridian Suburban Subdivision Drain** be and is hereby declared established.

Thereafter, the Board made inspection for the purpose of determining whether or not the lands of any owners had been erroneously included or excluded from the Schedule of Assessments. The Board finds on the basis of the reports and findings at this hearing as follows:

HAMILTON COUNTY DRAINAGE BOARD



PRESIDENT



Member

Member

ATTEST:


Executive Secretary

CERTIFICATE OF ASSESSMENTS
FOR
RECONSTRUCTION

THE DRAINAGE BOARD OF:
HAMILTON COUNTY, INDIANA

IN THE MATTER OF:
ASSESSMENTS FOR CONSTRUCTION
of the **Meridian Suburban Subdivision Drain**
in Hamilton County, Indiana
Project NO. _____

TO THE AUDITOR OF HAMILTON COUNTY

We have computed the cost of the construction of the above named drain as follows:

1. Costs reimbursable to County General Fund:	
a. Compensation paid to Engineer	\$ _____
b. Advertising and Notices (reconstruction)	\$ _____
c. Estimate compensation of Engineer for supervision and inspection	\$ _____
d. _____	\$ _____
e. _____	\$ _____
TOTAL REIMBURSABLE TO COUNTY GENERAL FUND	\$0 _____

2. Costs payable from General Drain Improvement Fund:	
a. Amount of Contract	\$135,446.10 _____
b. Damages	\$0 _____
c. Attorney Fees (Petitioners' Attorney)	\$0 _____
d. Expense reimbursable to petitioner's attorney for notices and advertising	\$0 _____
e. Contingencies	\$23,902.25 _____
f. Preliminary Cost	\$0 _____
g. Engineering	\$0 _____
TOTAL COST	\$159,348.35 _____

(Itemize any other cost. All cost incidental to issuance of bonds must be included.)

We certify that we have apportioned the total cost to the tracts of land benefited by the drain according to law and have determined and fixed the assessments on the several tracts of land shown by the attached schedule.

Any assessment of \$50.00 or less shall be payable within one (1) year from date hereof. Payment shall be without interest, but if not paid within said one year, shall be subject to the same rate of penalty as is applicable to delinquent tax.

Any assessment of more than \$50.00 may be paid in full, without interest, within one (1) year from date hereof, or one fifth (1/5) of such assessment or \$50.00, whichever is more, may be paid, without interest, within one (1) year from date hereof. The remainder of the assessment shall be paid in semiannual installments of not less than \$25.00 each and the number of such semiannual installments may not exceed eight (8).

In case payments of installments are deferred, unpaid balances from time to time shall bear interest at the rate variable per annum.

The County Auditor is directed to enter the assessment according to this certification to the Ditch Duplicate of the county for collection by the County Treasurer.

IN WITNESS WHEREOF, we have hereto set our hands, this *24th day of June, 2002*.

HAMILTON COUNTY DRAINAGE BOARD

President

Member

Member

Where drains are located in two or more counties, this fact should be set out in the certificate and a separate certificate prepared for each company _____

Meridian Suburban Drain
 June 24, 2002 at 9:05 A.M.
 Hearing for reconstruction & maintenance.
 Revised rates per July 22nd Meeting

	Maint.	Maint.Min.	Recnstr.
Commercial	75.00	75.00	570.00
Plat	15.00	50.00	200.00
Roads	10.00	5.00	190.00
Ag	5.00	15.00	190.00
Damages	0.00	0.00	Zero

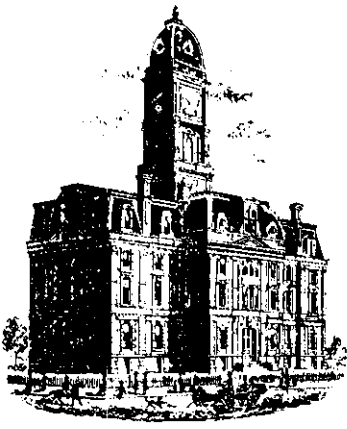
Parcel	Owner	Address	City	State	Zip	Description1	Description 2	Ac. Ben	MntAsmt	RecAsmt	RecPer
47-13-02-00-00-001.000	Jec Partnership LP c/o John N. Pittman	201 W. 106th St.	Indianapolis	IN	46290	S2 T17 R3 68.60 Ac	Undeveloped/Agricultural	3.80	19.00	722.00	0.48
46-13-02-00-00-002.001	Fidelity Office Bldg II Ip c/o REI Inv.	11711 N. Pennsylvania St., Ste. 200	Carmel	IN	46032	S2 T17 R3 8.22 Ac	Commercial	7.72	579.00	4,400.40	2.92
46-13-02-00-00-002.101	Fidelity Office Building The	11711 N. Pennsylvania St., Ste. 200	Carmel	IN	46032	S2 T17 R3 0.80 Ac	Commercial	0.80	75.00	456.00	0.30
46-13-02-00-00-002.111	Fidelity Office Bldg II Ip c/o REI Inv.	11711 N. Pennsylvania St., Ste. 200	Carmel	IN	46032	S2 T17 R3 0.79 Ac	Commercial	0.79	75.00	450.30	0.30
46-13-02-00-00-002.112	Timarron Capital Group Lic	P.O. Box 796	Carmel	IN	46082	S2 T17 R3 0.84 Ac	Commercial	0.84	75.00	478.80	0.32
46-13-02-00-00-002.121	Timarron Capital Group Lic	P.O. Box 796	Carmel	IN	46082	S2 T17 R3 0.68 Ac	Commercial	0.68	75.00	387.60	0.26
46-13-02-00-00-003.001	Sepro Development Company II LLC	11550 N. Meridian St, Ste 600	Carmel	IN	46032	S2 T17 R3 8.12 Ac	Commercial	8.12	609.00	4,628.40	3.07
46-13-02-00-00-003.002	Fidelity Office Bldg II Ip c/o REI Inv.	11711 N. Pennsylvania St., Ste. 200	Carmel	IN	46032	S2 T17 R3 1.02 Ac	Commercial	0.52	75.00	296.40	0.20
46-13-02-00-00-003.004	Scott, Suzanne & Walter TR c/o Magnum Resourc	11422 Miracle Hill Dr Ste 400	Omaha	NE	68154	S2 T17 R3 2.36 Ac	Commercial	2.36	177.00	1,345.20	0.89
46-13-02-00-00-003.005	11460 Meridian St N LLC c/o Blue & Co LLC	11460 Meridian St N	Carmel	IN	46032	S2 T17 R3 3.20 Ac	Commercial	2.85	213.76	1,624.50	1.08
46-13-02-00-00-004.000	Scott, Suzanne & Walter TR Charitable Remainde	302 S. 36th St. Ste 800	Omaha	NE	68131	S2 T17 R3 4.33 Ac	Commercial	3.70	277.50	2,109.00	1.40
46-13-02-00-00-004.001	Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033	S2 T17 R3 0.17 Ac	Undeveloped/Agricultural	0.17	15.00	32.30	0.02
46-13-02-00-00-005.000	Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033	S2 T17 R3 13.71 Ac	Undeveloped/Agricultural	13.71	68.56	2,604.90	1.73
46-13-02-00-00-006.000	NRC Corp c/o Stephen L Valinet	3641 Brumley Way	Carmel	IN	46033	S2 T17 R3 11.07 Ac	Undeveloped/Agricultural	11.07	55.36	2,103.30	1.39
46-13-02-00-00-007.002	Three Penn Mark Plaza c/o Colliers Turley Martin	2500 One American Square	Indianapolis	IN	46282	S2 T17 R3 3.83 Ac	Commercial	3.83	287.26	2,183.10	1.45
46-13-02-00-00-007.004	Penn Mark c/o Angelo, Gordon & Co LP	245 Park Ave, 26th Flr	New York	NY	10167	S2 T17 R3 5.09 Ac	Commercial	5.09	381.76	2,901.30	1.92
46-13-02-00-00-007.005	Capstar Indianapolis Co Llc c/o Deloitte & Touche	P.O. Box 811280	Chicago	IL	60681-1280	S2 T17 R3 0.08 Ac	Commercial	0.08	75.00	45.60	0.03
46-13-02-00-00-007.301	Capstar Indianapolis Co Llc c/o Deloitte & Touche	P.O. Box 811280	Chicago	IL	60681-1280	S2 T17 R3 3.90 Ac	Commercial	3.90	292.50	2,223.00	1.47
46-13-02-00-00-023.000	Valley Development Co Inc c/o Stephen Valinet	3641 Brumley Way	Carmel	IN	46033	S2 T17 R3 15.08 Ac	Undeveloped/Agricultural	6.50	32.50	1,235.00	0.82
47-13-02-03-01-001.000	Noble, Vance A. & Roslyn L.	127 111th St W	Carmel	IN	46032	S2 T17 R3	Meridian Suburban Lot 27	One Lot	50.00	200.00	0.13
47-13-02-03-01-002.000	Valley Development Co Inc c/o Stephen L. Valinet	3641 Brumley Way	Carmel	IN	46033	S2 T17 R3	Meridian Suburban Lot 26	One Lot	50.00	200.00	0.13
47-13-02-03-01-003.000	Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033	S2 T17 R3	Meridian Suburban Lot 25	One Lot	50.00	200.00	0.13
47-13-02-03-01-004.000	Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033	S2 T17 R3	Meridian Suburban Lot 24	One Lot	50.00	200.00	0.13
47-13-02-03-01-005.000	Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033	S2 T17 R3	Meridian Suburban Lot 23	One Lot	50.00	200.00	0.13
47-13-02-03-01-006.000	Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033	S2 T17 R3	Meridian Suburban Lot 22	One Lot	50.00	200.00	0.13
47-13-02-03-01-007.000	Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033	S2 T17 R3	Meridian Suburban Lot 21	One Lot	50.00	200.00	0.13
47-13-02-03-01-008.000	Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033	S2 T17 R3	Meridian Suburban Lot 20	One Lot	50.00	200.00	0.13
47-13-02-03-01-009.000	Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033	S2 T17 R3	Meridian Suburban Lot 19	One Lot	50.00	200.00	0.13
47-13-02-03-01-010.000	Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033	S2 T17 R3	Meridian Suburban Lot 18	One Lot	50.00	200.00	0.13
47-13-02-03-02-001.000	Cox, Eric Stephen & Deborah L.	107 W. 111th St	Carmel	IN	46032	S2 T17 R3	Meridian Suburban Lot 28	One Lot	50.00	200.00	0.13
47-13-02-03-02-002.000	DeCaudin, Jean Pierre Pascal & Jeanine	59 W. 111th St.	Carmel	IN	46032	S2 T17 R3	Meridian Suburban Lot 29	One Lot	50.00	200.00	0.13
47-13-02-03-02-003.000	Jones, Cathy Corbitt	49 W 111th St	Carmel	IN	46032	S2 T17 R3	Meridian Suburban Lot 30	One Lot	50.00	200.00	0.13
47-13-02-03-02-004.000	Ruden, Susan L. & Jeffery S. Jacob	39 W. 111th St	Carmel	IN	46032	S2 T17 R3	Meridian Suburban Lot 31	One Lot	50.00	200.00	0.13
47-13-02-03-02-005.000	Conklin, Philip 1/2 & Philip L. Conklin Lvg	31 W. 111th St	Carmel	IN	46032	S2 T17 R3	Meridian Suburban Lot 32	One Lot	50.00	200.00	0.13
47-13-02-03-02-006.000	Brehm, John E. & Rhonda Ann	11032 Tottenham Dr	Carmel	IN	46032	S2 T17 R3	Meridian Suburban Lot 33	One Lot	50.00	200.00	0.13
47-13-02-03-02-007.000	Eichman, Scott W & Diana	11022 Tottenham Dr	Carmel	IN	46032	S2 T17 R3	Meridian Suburban Lot 34	One Lot	50.00	200.00	0.13
47-13-02-03-02-008.000	Timmerman, Delbert T. & Wilda G	40 Mersey Ct.	Carmel	IN	46032	S2 T17 R3	Meridian Suburban Lot 35	One Lot	50.00	200.00	0.13
47-13-02-03-02-009.000	Thomas, David S. & Kathryn L	50 Mersey Ct	Carmel	IN	46032	S2 T17 R3	Meridian Suburban Lot 36	One Lot	50.00	200.00	0.13
47-13-02-03-02-010.000	York, Walter E. & Georgia Sue	58 Mersey Ct	Carmel	IN	46032	S2 T17 R3	Meridian Suburban Lot 37	One Lot	50.00	200.00	0.13
47-13-02-03-02-011.000	Kosch, Susan W	51 Mersey Ct	Carmel	IN	46032	S2 T17 R3	Meridian Suburban Lot 38	One Lot	50.00	200.00	0.13

47-13-02-03-02-012.000 Ebeling, August A	41 Mersey Ct	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 39	One Lot	50.00	200.00	0.13		
47-13-02-03-02-013.000 Airgood, Louis	11006 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 40	One Lot	50.00	200.00	0.13		
47-13-02-03-02-014.000 Schafer, Cindy M.	10946 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 41	One Lot	50.00	200.00	0.13		
47-13-02-03-02-015.000 Gilliam, Kenneth E. & Martha	10930 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 42	One Lot	50.00	200.00	0.13		
47-13-02-03-02-016.000 McWilliams, Kathryn J. Trustee	10926 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 43	One Lot	50.00	200.00	0.13		
47-13-02-03-02-017.000 Granger, Susan Cahill	10916 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 44	One Lot	50.00	200.00	0.13		
47-13-02-03-02-018.000 Hart, Marjorie & Pamela Trout Jt/Rs	31 Manchester Ct	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 13	One Lot	50.00	200.00	0.13		
47-13-02-03-02-019.000 Dearmond, Douglas & Rebecca	10842 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 14	One Lot	50.00	200.00	0.13		
47-13-02-03-02-020.000 Nickel, John C & Marjorie	43 Manchester Ct	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 15	One Lot	50.00	200.00	0.13		
47-13-02-03-02-021.000 Gassman, Dean & Gloria	53 Manchester Ct	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 16	One Lot	50.00	200.00	0.13		
47-13-02-03-02-022.000 Causey, Kevin Allen & Julienne	52 Manchester Ct	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 46	One Lot	50.00	200.00	0.13		
47-13-02-03-02-023.000 Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033 S2 T17 R3	Meridian Suburban Lot 17	One Lot	50.00	200.00	0.13		
47-13-02-03-02-024.000 Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033 S2 T17 R3	Meridian Suburban Lot 47	One Lot	50.00	200.00	0.13		
47-13-02-03-02-025.000 Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033 S2 T17 R3	Meridian Suburban Lot 48	One Lot	50.00	200.00	0.13		
47-13-02-03-02-026.000 Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033 S2 T17 R3	Meridian Suburban Lot 49	One Lot	50.00	200.00	0.13		
47-13-02-03-02-027.000 Alley, Eleanor	42 Manchester Ct	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 45	One Lot	50.00	200.00	0.13		
47-13-02-03-02-028.000 Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033 S2 T17 R3	Meridian Suburban Lot 50	One Lot	50.00	200.00	0.13		
47-13-02-03-02-029.000 Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033 S2 T17 R3	Meridian Suburban Lot 51	One Lot	50.00	200.00	0.13		
47-13-02-03-02-030.000 Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033 S2 T17 R3	Meridian Suburban Lot 52	One Lot	50.00	200.00	0.13		
47-13-02-03-02-031.000 Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033 S2 T17 R3	Meridian Suburban Lot 53	One Lot	50.00	200.00	0.13		
47-13-02-03-02-032.000 Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033 S2 T17 R3	Meridian Suburban Lot 54	One Lot	50.00	200.00	0.13		
47-13-02-03-02-033.000 Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033 S2 T17 R3	Meridian Suburban Lot 55	One Lot	50.00	200.00	0.13		
47-13-02-03-02-034.000 Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033 S2 T17 R3	Meridian Suburban Lot 56	One Lot	50.00	200.00	0.13		
47-13-02-03-02-035.000 Valley Development Co Inc	3641 Brumley Way	Carmel	IN	46033 S2 T17 R3	Meridian Suburban Lot 57	One Lot	50.00	200.00	0.13		
47-13-02-03-03-001.000 Schleicher, Earl H. I & Julia	11 W. 111th St	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 1	One Lot	50.00	200.00	0.13		
47-13-02-03-03-002.000 Renschler, John W	11035 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 2	One Lot	50.00	200.00	0.13		
47-13-02-03-03-003.000 Chambers, Charles & Adrienne	11025 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 3	One Lot	50.00	200.00	0.13		
47-13-02-03-03-004.000 Scott, Robert E. & Carol J	11015 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 4	One Lot	50.00	200.00	0.13		
47-13-02-03-03-005.000 Yang, Tongchee Y. & Pang Vang	11005 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 5	One Lot	50.00	200.00	0.13		
47-13-02-03-03-006.000 Stickle, Bruce H.	4251 Twilight Dr	Indianapolis	IN	46254 S2 T17 R3	Meridian Suburban Lot 6	One Lot	50.00	200.00	0.13		
47-13-02-03-03-007.000 Bickers, Wesley H. Sr & Carlene	10941 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 7	One Lot	50.00	200.00	0.13		
47-13-02-03-03-008.000 Owens, Michael E. & Sherry	3804 Lafayette Rd	Indianapolis	IN	46254 S2 T17 R3	Meridian Suburban Lot 8	One Lot	50.00	200.00	0.13		
47-13-02-03-03-009.000 St. John, Joshua D. & Myah A. Barnes JT	10921 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 9	One Lot	50.00	200.00	0.13		
47-13-02-03-03-010.000 Courtney, June	10911 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 10	One Lot	50.00	200.00	0.13		
47-13-02-03-03-011.000 Paris, Anthony & Jeannette	10901 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 11	One Lot	50.00	200.00	0.13		
47-13-02-03-03-012.000 Mulrey, John T. Sr & JoAnn	10845 Tottenham Dr	Carmel	IN	46032 S2 T17 R3	Meridian Suburban Lot 12	One Lot	50.00	200.00	0.13		
99-99-99-99-999.001 Hamilton County Highway Dept.	1700 S. 10th St.	Noblesville	IN	46060 Humber Ct, Manchester Ct	Tottenham Dr, Liverpool Dr, Mers	11.04	110.40	2,097.60	1.39		
99-99-99-99-999.002 Indiana Dept. of Transportation	32 S. Broadway St.	Greenfield	IN	46140 S2 T17 R3	U.S. 31	57.24	572.40	10,875.60	7.21		
99-99-99-99-999.005 City of Carmel, Clerk Treasurer	One Civic Square	Carmel	IN	46032 S2 T17 R3	Penn & 111th	10.71	107.10	2,034.90	1.35		
							Acres:	155.52	7,098.10	56,635.20	37.55
							Lots:	57			
							Parcels:	79			

0105 2000

Greg W. Mahler

Rodney Graff



SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 188

One Hamilton County Square

Noblesville, Indiana 46060-2230

TO: The Hamilton County Drainage Board

October 10, 2002

RE: Meridian Suburban Reconstruction

*Approved
10-14-02*

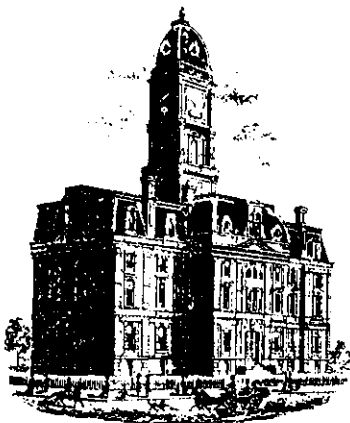
ITEM: Change Order #1

Per the Hamilton County Surveyor's revised Meridian Suburban Reconstruction Report dated July 5, 2002, the engineers cost estimate for rehabilitating the existing drain was \$56,465.00. This cost estimate was based on information provided by the Hamilton County Highway Department and video tapes of the drain from earlier work. The pipe footages and number of structures represented in the bid packet were inaccurate. This error was due to incomplete plans and the inability to video all tiles because of collapsed pipes, tree roots, and buried structures. Van Horn Excavating Inc.'s bid based on this original information was \$33,230.30. Actual costs to date, based on bid amounts, are \$45,892.18. Additional grading and seeding will be required in the spring after work areas have settled. The cost of this work estimated at \$1,000.00 per the contract, plus the 15% retainage withheld will be paid to Van Horn Excavating at the completion of the project. As-built drawings and fund balances will be submitted to the board in the form of a final report at the completion of this project.

Engineers Estimate \$ **56,465.00** approved July 22, 2002
Actual Costs to date submitted by Van Horn Excavating Inc. \$ **45,892.18**
Balance = \$ **10,572.82**

Stephen Baitz

Step Baitz
Drainage Inspector



SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 188

One Hamilton County Square

Noblesville, Indiana 46060-2230

TO: The Hamilton County Drainage Board

October 10, 2002

RE: Meridian Suburban Reconstruction

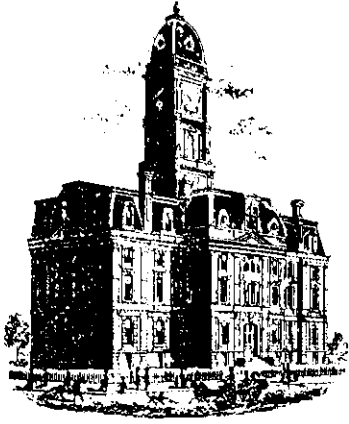
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Balance = \$ **10,572.82**

Stephen Baitz

Drainage Inspector



SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, Surveyor
Phone (317) 776-8495
Fax (317) 776-9628

APPROVED

5-12-2003

HCDDB

2
130

TO: Hamilton County Drainage Board

May 8, 2003

RE: Meridian Suburban Reconstruction

ITEM: Pay Claim # 3


Mr. Van Horn Has submitted a claim for \$7,883.83

This claim is the final claim. The claim covers final seeding/fertilizing and retainage withheld.

Claim#1 –Invoice # 4849-15% with held =	\$ 485.13
Claim#2 –Invoice # 4848-15% with held =	<u>\$ 6,398.70</u>
Total with held =	\$ 6,883.83
Seeding =	\$ 1,000.00
Claim # 3 Total =	\$ 7,883.83

The Hamilton County Surveyor's Office recommends approval of this Claim.

Sincerely,


Stephen Baitz

DRAIN RECONSTRUCTION CONTRACT

THIS AGREEMENT by and between the HAMILTON COUNTY DRAINAGE BOARD, hereinafter referred to as "BOARD" and VAN HORN EXCAVATING, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

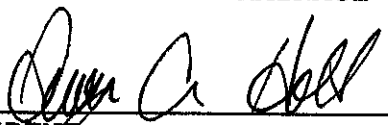
THAT WHEREAS, Contractor is the successful bidder for the reconstruction of the Meridian Suburban Subdivision Drain as ordered by the Board, it is now agreed by and between the Parties as follows:

1. The Contractor agrees to perform the work under the supervision of the Surveyor or his representative, in accordance with the plans, Instructions to Bidder, General Provisions, Special Instructions, profile and cross sections made by the Board, which are incorporated herein by reference as fully as if the same were set out.
2. The Board agrees to pay Contractor the agreed sum of \$ 33,230.30 payment to be made according to law.
3. The Contractor agrees that all work under this contract shall be completed on or before the completion date set out in the General Provisions.
4. It is understood and agreed that fifteen Percent (15%) of the contract price herein shall be withheld by the Board for a period of sixty (60) days after the completion of the work for the purpose of securing payment of material men, laborers and sub-contractors.
5. The Contractor agrees and binds itself to pay all bill for labor, materials and all services whatsoever that shall be used in this reconstruction or otherwise incorporated in this work and to save the Board and the landowners affected harmless from all such bills.
6. This contract also incorporates by reference a certain contractor's bid dated Aug 22, 2002 as fully as if the same were set out completely herein.
7. It is understood that the Board contracts in its official capacity and that the members thereof shall not in any event be personally liable under this agreement.

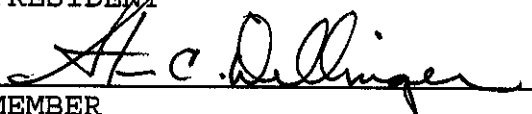
IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS

26 DAY OF AUGUST 192002.

HAMILTON COUNTY DRAINAGE BOARD



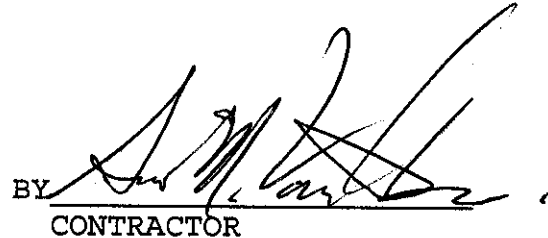
PRESIDENT



MEMBER



MEMBER

BY 
CONTRACTOR

PRICES - Meridian Sub Division Drain

CONCRETE OR CLAY TILE PER LINEAL FOOT INSTALLED

4 inch	<u>\$ 3.80</u>	18 inch	<u>\$ 16.70</u>
5 inch	<u>4.00</u>	22 inch	<u>18.75</u>
6 inch	<u>4.10</u>	24 inch	<u>21.00</u>
8 inch	<u>5.25</u>	27 inch	<u>28.75</u>
10 inch	<u>10.80</u>	30 inch	<u>40.00</u>
12 inch	<u>13.80</u>	36 inch	<u>43.00</u>
14 inch	<u>14.30</u>		
16 inch	<u>15.40</u>		

CORRUGATED METAL PIPE PER LINEAL FOOT INSTALLED

6 INCH	<u>\$ 9.80</u>	_____	_____	_____
8 INCH	<u>10.50</u>	_____	_____	_____
10 INCH	<u>11.50</u>	_____	_____	_____
12 INCH	<u>11.90</u>	_____	_____	_____
18 INCH	<u>13.40</u>	_____	_____	_____
21 INCH	<u>14.60</u>	_____	_____	_____
24 INCH	<u>16.75</u>	_____	_____	_____
30 INCH	<u>19.00</u>	_____	_____	_____
36 INCH	<u>21.00</u>	_____	_____	_____

PLASTIC PIPE PER LINEAL FOOT INSTALLED

4 INCH	<u>\$ 2.35</u>	8 INCH	<u>3.50</u>
5 INCH	<u>2.60</u>	10 INCH	<u>4.10</u>
6 INCH	<u>2.75</u>	12 INCH	<u>6.20</u>

Van Horn Exc., INC.
 8641 W 400N
 ROCKFESTER, IN
 46975
 Bidder - Don Van Horn

NOT INSTALLED Pricing

SDR - 35 - PVC

4 inch .73
 6 inch 1.16
 8 inch 2.16
 10 inch 4.34

12 inch 6.13
 15 inch 7.11
 18 inch 11.09

SDR - 35 - PVC Tee

6 inch 9.66
 8 inch 23.31
 10 inch 78.36

12 inch 112.61
 15 inch 186.33
 18 inch 308.03

Plastic Tile

4 inch .35
 5 inch .65
 6 inch .75

8 inch 1.41
 10 inch 2.73
 12 inch 3.47

Plastic Tee/Coupler

4 inch 3.51
 5 inch 7.00
 6 inch 7.00

8 inch 10.69
 10 inch 110.00
 12 inch 135.00

Binder per ton 40.00

Finish per ton 50.00

8 bedding stone per ton 14.00

Flowable fill per cubic yard 47.50

fill dirt per cubic yard 10.00

Concrete per cubic yard 76.00

CONCRETE PER CUBIC YARD DELIVERED 76.00
 7" OR 9" GRADED RIP RAP PER TON INSTALLED 25.00
 DIRT FILL PER CUBIC YARD DELIVERED 10.00
 GRAVEL FILL PER TON DELIVERED 15.00

MACHINE PRICE-PER HOUR WITH OPERATOR
 HYDRAULIC EXCAVATOR 140.00
 BULLDOZER 100.00
 BACKHOE WITH
 LOADER 75.00
 TRUCK 1/2 TON 40.00
 3/4 TON 45.00
 1 TON 50.00
 2 TON 55.00
 OVER 2 Ton 65.00

LABOR PER HOUR
 SUPERVISORS 30.00
 GENERAL 27.00

THE ABOVE BID HAS BEEN SUBMITTED THIS 22 DAY
 OF August 20 02.

BY: Van Horn Excavating, Inc.
 NAME OF BIDDER

BY: Don Van Horn
 SIGNED BY BIDDER

202 East Ninth Street
Post Office Box 320
Rochester, IN 46975-6761

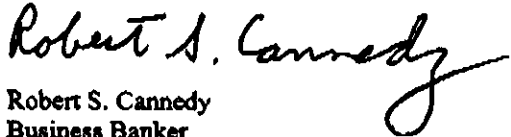
September 26, 2002

Hamilton County Drainage Board
Steve Baitz
Suite 188
1 Hamilton Square
Noblesville, IN 46060

To Whom It May Concern:

Van Horn Excavating has a \$100,000 line of credit with Wells Fargo Bank. As of September 26, 2002 they have an available balance of \$80,000. If you have any questions or concerns, please contact me at (574)-223-7214.

Respectfully,



Robert S. Cannedy
Business Banker

Van Horn Excavating, Inc.

JOB INVOICE

Tax ID #35-1957569

4849

8641 W - 400 N

Rochester, Indiana 46975

(219) 542-4462

Fax (219) 542-4421

CUSTOMERS ORDER NO.	DATE ORDERED
ORDER TAKEN BY	DATE PROMISED <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.

BILL TO	PHONE
ADDRESS	MECHANIC
CITY	HELPER
JOB NAME AND LOCATION	<input type="checkbox"/> DAY WORK
DESCRIPTION OF WORK	<input type="checkbox"/> CONTRACT
	<input type="checkbox"/> EXTRA

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
48'	RLP 12"	28.15	1,351 20
> 18yds	Flowable Fill	47.50	855 00
	Asphalt For Road & Drives		1,028 00

HOURS	LABOR	AMOUNT	TOTAL MATERIALS
	MECHANICS @		TOTAL LABOR
	HELPERS @		TOTAL
I hereby acknowledge the satisfactory completion of the above described work.		TOTAL LABOR	TAX
SIGNATURE	DATE COMPLETED	TOTAL	

Van Horn Excavating, Inc.

JOB INVOICE

Tax ID #35-1957569

4848

8641 W - 400 N

Rochester, Indiana 46975

(219) 542-4462

Fax (219) 542-4421

CUSTOMERS ORDER NO.	DATE ORDERED
ORDER TAKEN BY	DATE PROMISED <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.

BILL TO	PHONE
ADDRESS	MECHANIC
CITY	HELPER
JOB NAME AND LOCATION	<input type="checkbox"/> DAY WORK
DESCRIPTION OF WORK	<input type="checkbox"/> CONTRACT
	<input type="checkbox"/> EXTRA

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
1 1/2 AC	CLEARING	10,000 ⁰⁰	15,000 00
> 2378'	TELEUSING	1.85	4,399 30
2378'	ROOT CUTTING & JETTING	1.50	3,567 00
2 AC	SEEDING (LOT SEEDING)	1000 ⁰⁰	1,000 00
3	STRUCTURE REPAIRS	1000 ⁰⁰	3,000 00
640'	SDR 35 12"	21.98	14,202 20
3	SDR 15 12" TEES	112.61	337 80
42.11 tons	Gravel Fill	15.00	646 60

HOURS	LABOR	AMOUNT	TOTAL MATERIALS
	MECHANICS @		TOTAL LABOR
	HELPERS @		TOTAL
I hereby acknowledge the satisfactory completion of the above described work.		TOTAL LABOR	TAX
SIGNATURE	DATE COMPLETED	TOTAL	

Van Horn Excavating, Inc.

JOB INVOICE

Tax ID #35-1957569
 8641 W - 400 N
 Rochester, Indiana 46975
 (219) 542-4462
 Fax (219) 542-4421

4858

CUSTOMERS ORDER NO.	DATE ORDERED 10-30-02
ORDER TAKEN BY	DATE PROMISED <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.

BILL TO <i>Hamilton Co. De. Board</i>	PHONE
ADDRESS <i>ONE Hamilton Co. Square</i>	MECHANIC
CITY <i>Noblesville, IN</i>	HELPER
JOB NAME AND LOCATION <i>Meridian Sub. Subdivision - Tottenham Dr.</i>	<input type="checkbox"/> DAY WORK
DESCRIPTION OF WORK <i>EXTRA</i>	<input type="checkbox"/> CONTRACT
	<input type="checkbox"/> EXTRA

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	CLEAN STREETS		\$583 43
	Total		\$583 43

APPROVED
 BY BOARD 11-12-02

CK-2003127
~~10/31/02~~
 12/10/02

HOURS	LABOR	AMOUNT	TOTAL MATERIALS
	MECHANICS @		
	HELPERS @		TOTAL LABOR
I hereby acknowledge the satisfactory completion of the above described work.		TOTAL LABOR	TAX
SIGNATURE	DATE COMPLETED	TOTAL	

Van Horn Excavating, Inc.

Tax ID #35-1957569
 8641 W - 400 N
 Rochester, Indiana 46975
 (219) 542-4462
 Fax (219) 542-4421

JOB INVOICE
4947

CUSTOMERS ORDER NO.	DATE ORDERED
ORDER TAKEN BY	DATE PROMISED <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.

BILL TO	Hamilton Co. Drainage Board	PHONE	
ADDRESS		MECHANIC	
CITY	Noblesville, IN.	HELPER	
JOB NAME AND LOCATION	Meridian Suburban - 111th St / Nottingham	<input type="checkbox"/> DAY WORK	
DESCRIPTION OF WORK		<input type="checkbox"/> CONTRACT	
	Final Claim	<input type="checkbox"/> EXTRA	

2011654
 5/28/03

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	Seed and fertilizer		1,000 00
	15% retainage withheld		6,883 83

APPROVED
 5/18/2003

HOURS	LABOR	AMOUNT	TOTAL MATERIALS
	MECHANICS @		
	HELPERS @		
	TOTAL LABOR		
	TAX		
I hereby acknowledge the satisfactory completion of the above described work.		TOTAL LABOR	TOTAL
SIGNATURE		DATE COMPLETED	7,883 83

TO: HAMILTON COUNTY DRAINAGE BOARD

RE:

As Contractor on the contract awarded on August
for the Meridian Suburban Drain, I hereby notify
the Hamilton County Drainage Board that all expenses incurred
for labor and materials have been paid in full.

The foregoing is true under the penalties of perjury.

BY: Van Horn Exc, Inc
Contractor-Print
[Signature]
Contractor-Signature

STATE OF INDIANA, HAMILTON COUNTY, ss:

Subscribed and sworn to before me, the undersigned, a Notary
Public in and for said County this 31 day
of October 2002.

Witness my hand and official seal.

My Commission expires 10-23-2008

Dorothy A. McAdams Notary Public
Dorothy A. McAdams
Depton County of Residence

TOTTENHAM DRIVE JOB
WEST 31

CONDITIONS TO PERMIT

Must follow Traffic Control Standards as set out in the Hamilton County Permit Manual for County Roads.

Repair any damage to the roadway due to construction traffic.

Thru traffic shall be maintained at all times. Contractor shall have qualified and properly equipped persons to flag traffic.

Road can not be closed overnight.

Reseed and grade side ditch so that a positive water flow is maintained.

Meet attached requirements for road cut repair labeled U-8.

Buried Cable and Utility Lines: All buried cables and utility lines shall be located within 4'-0" of the edge of R/W with all pedestals being located a distance of 2'-0" from the edge of R/W. All cables and utility lines shall be located a minimum of 48" below ground level. Any variances shall be requested in writing, and have explicit written approval by the County Engineer. This requirement is needed to allow for the installation of signs, guardrail and the maintenance and reestablishment of roadside ditches. If the permittee does not install his cables or lines at this depth, he shall waive all rights to damages incurred to his lines or cables made by the Hamilton County Highway Department or its contractors during its routine maintenance activities and the installation of guardrail at hazardous locations.

All Permits: Any permittee or permittee's contractor who cuts an underground drain tile whether it appears abandoned or not shall notify the Hamilton County Highway Department Permit Inspector immediately upon cutting the tile. The permittee shall then repair the tile as directed by the inspector. Must not cause an unreasonable safety hazard due to sight distance, fixed hazards, damage to roads, other problems and does not restrict traffic flow.

Must call agencies listed below one (1) week prior to construction, and contact newspaper.

Sheriff, Ambulance, Fire Dept.
Attn: Dispatcher
18100 Cumberland Road
Noblesville, IN 46060
Phone: 773-1282
Fax: 776-9896

Carmel Police Dept.
Civic Square
Carmel, IN 46060
Phone: 571-2580
Fax: 571-2585

Carmel Clay Schools
Attn: Mike Smith, Director of Transportation
5144 East 126th Street
Carmel, IN 46032
Phone: 844-8207
Fax: 571-9695

NOTICE!

You must call in 24 to 72 hours prior to beginning work for Permit Activation #

HAMILTON COUNTY HIGHWAY DEPARTMENT
ROAD CUT PERMIT
FOR HAMILTON COUNTY DRAINAGE BOARD USE ONLY

File Copy

1. TYPE OF CUT: Open Road Cut Push or Bore Parallel to Pavement

2. NAME OF APPLICANT: Hamilton County Drainage Board

3. BOARD'S CONTACT PERSON: STEPHEN BAITZ TELEPHONE: (317) 776-8495

4. NAME OF CONTRACTOR: VAN HORN EXCAVATING

5. CONTRACTOR'S ADDRESS: 8641 W - 400 N
CITY: Rochester STATE: IN ZIP: 46975

6. CONTRACTOR'S CONTACT PERSON: DON VAN HORN TELEPHONE: (765) 675-2608

7. PROJECT/CUT LOCATION: West of US 31 @ 111th Street
entrance to Meridian Suburban Subdivision

8. NAME OF DRAIN OR PROJECT: Meridian Suburban Reg Drain Rec.

9. PURPOSE OF PROJECT: New Construction Reconstruction Maintenance
 Other _____

10. NO. OF ROAD CUTS: 1; NO. OF PUSH OR BORES _____; LENGTH OF PARALLEL CUTS: _____
(If cuts, pushes and/or bores are located at more than one location on the project, Appendix "A" on the back side of this form must be filled out.)

11. DOES THE CONTRACTOR HAVE A SURETY BOND ON FILE WITH THE COUNTY COMMISSIONERS OR THE DRAINAGE BOARD FOR THE WORK COVERED BY THIS APPLICATION? Yes No
BOND NO.: _____ EXPIRATION DATE: _____

12. WORK WILL BE STARTED ON: ASAP Sept. 2002
AND BE COMPLETED BY: SAME DAY 2002

(All work must be completed within one year from the issue date of this permit.)

THE HAMILTON COUNTY HIGHWAY ENGINEER MUST BE NOTIFIED IN ADVANCE OF ANY CHANGES IN THIS PERMIT!!
APPLICANT AGREES TO REQUIRE THE CONTRACTOR TO REPAIR ALL ROAD CUTS AND PROVIDE TRAFFIC CONTROL AT ALL PROJECT LOCATIONS IN THE COUNTY ROADWAY RIGHT-OF-WAY IN CONFORMANCE WITH APPROVED COUNTY STANDARDS AND AS MAY BE REQUIRED BY THE COUNTY HIGHWAY ENGINEER.

Stephen Baitz *Drainage Inspector* 9/18/02
Applicants Authorized Representative's Signature Title Date

Application Number
Road Number
Township Number
Expiration Date
Issue Date

THIS PERMIT IS APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

Don O. O. O. 9-20-02
Hamilton County Highway Inspector Date

[Signature] 9/22/02
Hamilton County Highway Engineer Date

RECEIVED
SEP 18 2002
HAMILTON CO. HIGHWAY DEPT.

RD CUT-2002-049

CONTRACT AND SPECIFICATIONS

FOR THE

RECONSTRUCTION OF THE

Meridian Suburban Subdivision
Drain

Located in Sections 2, Township 17 North, Range 3 East

CLAY TOWNSHIP, HAMILTON COUNTY INDIANA

HAMILTON COUNTY DRAINAGE BOARD

CONTRACT AND SPECIFICATIONS FOR THE RECONSTRUCTION OF
Meridian Suburban
THE ~~FRED SEERIGHT~~ DRAIN, ~~STEARNS ARM~~ LOCATED IN
SECTIONS ²~~19~~ & ~~20~~, TOWNSHIP ¹⁷~~20~~ NORTH, RANGE ³~~4~~ EAST
CLAY
~~JACKSON~~ TOWNSHIP, HAMILTON COUNTY, INDIANA

HAMILTON COUNTY DRAINAGE BOARD

BIDDER'S CHECK LIST

BID FORM and SUPPLEMENTAL BID FORM completely filled out and signed by Contractor.

Bid Bond or Certified Check -5% of Bid Amount

Form 96 completely filled out

Plan of Action

Equipment Questionnaire

Experience Questionnaire

Financial Statement

Acknowledge of Receipt of Addendum, if applicable

NOTICE TO BIDDERS

2378
3
MIDDIAN Suburban
CLAY
NOTICE IS HEREBY GIVEN THAT SEALED BIDS FOR THE RECONSTRUCTION OF THE FRED SEERIGHT DRAIN, STEARNS ARM, 1,060 FEET, more or less in length in SECTIONS 19 & 20, TOWNSHIP 20 NORTH, RANGE 43 EAST, JACKSON TOWNSHIP, will be opened at 12:00 o'clock P.M. on the 11th day of December 2000 by the Hamilton County Drainage Board in the Hamilton County Commissioners Court in the Hamilton County Judicial Building, at One Hamilton County Square, Noblesville, Indiana 46060-2230.

All bids must be on proposal forms furnished by the Hamilton County Surveyor and accompanied by a bid bond or certified check in an amount equal to five (5%) percent of the bid amount. The bidder shall also execute a FORM 96 as required by the State Board of Accounts and include a notarized non-collusion affidavit with the bid documents.

Plans and specifications for the project are on file in the office of the Hamilton County Drainage Board/Surveyor at One Hamilton County Square, Suite 188, Noblesville, Indiana 46060-2230

A non-refundable fee for plans and specifications of fifteen (\$15.00) dollars is required, make check payable to Hamilton County Treasurer.

ALL BIDS WILL BE SUBMITTED TO THE HAMILTON COUNTY SURVEYOR BY 11:30 A.M., December 11, 2000, IN THE OFFICE OF THE HAMILTON COUNTY SURVEYOR, SUITE 188.

ATTEST: _____
EXECUTIVE SECRETARY

ONE TIME ONLY

INSTRUCTIONS TO BIDDERS

BASIS ON WHICH BIDS ARE SOLICITED:

Bids are solicited on the basis of a Base Bid and Supplementary Bids clearly set forth in the Bid Form and the Plans and Specifications.

Base Bid items must be stated in figures and the grand total of bids for all items proposed computed and stated in figures. All bids for the supplementary items must be stated in figures.

Bidders shall make proposals on the complete project and bids will not be accepted which are partial and bids will not be accepted where the bidder bids on only one item.

SCHEDULE OF QUANTITIES SHOWN IN PROPOSAL FORM:

The schedule of quantities as shown in the Base Bid, although stated with as much accuracy as is possible in advance, is approximated only, and is assumed solely for the purpose of comparing bids. The quantities on which payments will be made to the Contractor from the Supplementary Bids will be determined from the actual amount of the materials used and work done. The Contractor shall furnish such additional work or materials deemed necessary by the Surveyor to complete the project, and any extra compensation to the Contractor shall be at the Supplementary Bid price. Likewise the Contractor shall not receive payment for any quantity deemed un-necessary by the Surveyor provided that notice is given by the Surveyor in sufficient time to protect the Contractor against any commitments he may have made to suppliers of labor or materials.

The Contractor shall be bound to comply with the prevailing scale of minimum wages as provided by law.

Materials shall be of a quality equal or superior to the requirements of the Plans and Specifications. The burden of proof of quality of any substitution shall be the Contractors. Any dispute arising as the material or workmanship shall be settled by the Surveyor on behalf of the Board and his decisions shall be final.

The Bids for all material and work shall include installation and completion at the site of work. The Board

shall not be liable for payment of any sales tax or other tax whatsoever that may be levied by the Federal Government, State Government, or other private, public or political agency. All materials and equipment must be transported to the site of the work by the Contractor and no additional compensation will be allowed for such transportation.

BIDS:

Bidders shall submit bids on the form provided herein, all parts of which shall be filled in. Each bid shall be submitted in a sealed ten (10") inch by thirteen (13") (10"x13") inch envelope addressed to the Hamilton County Drainage Board, One Hamilton County Square, Suite 146, Noblesville, Indiana-46060. There shall be one bid per envelope. The envelope shall also bear the NAME and Address of the person or firm submitting the bid and the Name of the Project for which the bid is submitted.

The Hamilton County Drainage Board reserves the right to correct any apparent error resulting from erroneous mathematical calculation before awarding a contract. The legal status of the bidder must be stated on Form Number 96.

A partnership bidder must give the full names and addresses of all partners and must be signed by at least one (1) person who shall designate himself as a partner authorized to sign on behalf of all partners.

When persons doing business under an assumed name submit a bid, all such persons must sign the bid and Form Number 96.

A corporate bidder must name the state in which it is incorporated. The bid must be signed in the name of and under the seal of the corporation, by a duly authorized officer or agent of the corporation and his address given. Such officer or agent must be present legal evidence that he has lawful authority to sign said bid and the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation organized and doing business under laws of any foreign state, is a successful bidder, such a corporation shall present evidence before a contract for said work is executed, that is authorized to do business in the State of Indiana.

BID DEADLINE:

All bids shall be submitted no later than [?]~~11:30 A.M.~~ on date of opening.

BIDDER'S OBLIGATION OF EXAMINATIONS:

Bidders are required to examine the Instructions to Bidders, Plans, Specifications, Contract, Bid Form, the site of the proposed work, and other data which may be on file in the office of the Surveyor. No pleas of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of a failure to make the necessary examination and investigations, will be accepted as an excuse for any failure or omissions on the part of the Contractor to fulfill in every detail all requirements of the Contract, Plan and Specifications, or will be accepted as a basis for any claims whatsoever for extra compensation. Upon request, all available information in the possession of the Surveyor will be shown to the bidder, but correctness of such information is not guaranteed.

BIDDERS NON-COLLUSION AFFIDAVIT:

No bid will be considered unless accompanied by a Bidder's Non-Collusion Affidavit Form, properly executed and notarized. The Contractor shall furnish a list of all equipment he has.

FINANCIAL STATEMENT:

All Bidders shall submit as a part of the bid General Form Number 96, as prescribed by the State Board of Accounts, and entitled, "Standard Questionnaire and Financial Statement for Bidders."

BOND:

Bidder shall submit with his proposal a Bid Bond or Certified Check in an amount equal to five (5%) percent of the total amount of the Bid. Certified checks and or Bid Bonds shall be made payable to the Hamilton County Drainage Board and shall be retained by the Board as liquidated damages if the successful bidder fails to execute a contract within five (5) days after award of contract has been made.

Unsuccessful bidders may have their certified check or Bid Bond returned to them any time after an acceptable contract performance bond has been executed and a contract signed.

Successful bidders may have their cash, certified check, or Bid Bond returned to them any time after an acceptable contract Performance Bond has been executed and a contract signed.

WITHDRAWAL OF BIDS:

Bidders may withdraw bids at any time prior to the scheduled bid deadline. Bidders will not be permitted to withdraw Bids at or after Bid Deadline.

REJECTION OF BIDS:

The Board reserves the right to reject any bid for any reason, including those containing any omission, additions, extensions, erasures, alterations, or irregularities of any kind. The judgement of the Board shall be final in determining the capability, experience and ability of the Bidder to successfully and properly prosecute the contract.

EXPERIENCE QUESTIONNAIRE:

All bidders shall submit as part of the bid, the Experience Questionnaire on the form provided.

EQUIPMENT QUESTIONNAIRE:

All bidders shall submit as part of the bid, the Equipment Questionnaire on the form provided.

PLAN OF ACTION:

All bidders shall submit as part of the bid, the plan of action on the form provided.

ADDENDUM:

Any addendum issued during the time of bidding, or forming a part of the contract documents given to the bidder for preparation of his proposal, shall be covered in the proposal and shall be acknowledge and attached to the proposal.

GENERAL PROVISIONS

DEFINITION OF TERMS:

Drainage Board: Whenever the word "Drainage Board" or "Board" appears in these specifications and contract it shall be understood as referring to the Hamilton County Drainage Board, or any Joint Board, as established by Chapter 305 of the Acts of the Indiana General Assembly.

Surveyor: Whenever the "Surveyor" appears in these specifications and contract it shall be understood as referring to the Surveyor of Hamilton County, Indiana, or his duly authorized employee, agent, or other representative.

Contractor: Whenever the word "Contractor" appears on these specifications and contracts it shall be understood as referring to the person, partnership, firm, or corporations who shall enter into an agreement with the Drainage Board to perform the work herein described.

BOND:

The Contractor to whom the contract is awarded shall provide a performance bond acceptable to the Board in the amount of at least 100% of the contract price which shall be forfeited, in whole or in part, should he fail to perform the work as provided by these specifications. The Bond shall be submitted within five (5) days of the acceptance of the contractor bid and shall continue in force for one (1) year from the date of acceptance of the completed project by the Board and shall contain a maintenance clause to cover all guarantees against defective material and workmanship.

INSURANCE:

The Contractor shall carry liability and property damage insurance adequate to protect the county or counties affected thereby and/or the Drainage Board from all liability incurred in the prosecution of the work under this contract.

The Hamilton County Drainage Board requires that the

contractor shall maintain and pay premiums on Public Liability Insurance in the amount of \$250,000.00 for injury to one (1) person and \$500,000.00 for injury to more than one (1) person in any casualty, and property Damage Insurance in the amount of \$300,000.00. An Insurance Certificate that the coverage is in effect, and premiums paid, shall be furnished to the Board within five (5) days of the acceptance of the Contractors Bid. Only one (1) Insurance Certificate need be filed with the Surveyor during a calendar year by each Contractor.

ENGINEERING SUPERVISION:

All work performed under this contract shall be under the supervision and direction of the Surveyor who will survey and set stakes if necessary; also furnish plans, technical advice and/or assistance for each project which may be ordered by the Drainage Board and all work shall be performed as directed by the Surveyor or his representative.

The Contractor shall set an appointment to meet with the Surveyor within five (5) days of the acceptance of the Contractor's bid. At this time the Contractor and Surveyor shall review all aspects of the project. The Contractor shall not start work until this conference is held.

The Contractor shall, at all times during his absence from the work, have upon the job a competent supervisor to whom orders and instructions may be addressed or delivered. "The Contractor or his foreman shall have in his possession a complete set of plans and specifications whenever work is in progress on the job site". The Contractor or his representatives shall contact the Surveyor's Office each day work is performed. The Contractor shall have on the job site a cellular telephone at all times while work is in process.

WORKMAN'S COPMENSATION:

The Contractor shall be required to comply with regulations set out by the Indiana State Industrial Board in reference to the provision of the Indiana Workman's Compensation Act, and any amendments thereto.

NON-DISCRIMINATION PROVISION:

The Contractor on this project agrees that in the hiring of employees for the performance of work under this contract or any sub-contract hereunder, no Contractor, Sub-

Contractor, or any person acting on behalf of such Contractor or Sub-Contractor shall discriminate against any employee or applicant for employment, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin, or ancestry.

COMPLETION DATE: The bidder is cautioned that the ? *DEC. 31, 2002* completion date for this project is ~~FEBRUARY 26, 2001~~ and that failure to complete the project in accordance with plans, specifications and special provisions of this contract by this date, shall result in a deduction of any monies due the Contractor, not as a penalty, but as liquidated damages.

Said deductions will be computed at the rate of \$50.00 per day times the number of calendar days past completion date.

EASEMENT:

The Contractor shall use the easement provided by law for the Board or its duly authorized representative. This easement is ~~seventy-five (75) feet~~, measured at right angles to the center line of a tile drain or 150 feet total width. *As Shown on PLANS* The easement for an open ditch is seventy-five (75') feet measured at right angles from top of the bank or a total of 150 feet plus the width of the drain from top of bank to top of bank. The Contractor will however, respect the limitation of the easement in cases where the Board has entered into a non-enforcement agreement. The Contractor shall use due care to avoid damage to crops, livestock, fences, buildings and other structures outside of the easement, and to crops and approved structures as mentioned above inside the easement insofar as possible. Contractor shall repair in a good workmanlike manner any fence or floodgate which may be cut or removed for access to the site. The Contractor shall be held liable for any unnecessary damage to crops, livestock, fences, buildings, existing drainage structures, highway, railroad or private bridges or culverts or any property whatsoever ever. Repair or replacement of any such damage to any public or private property, due to the negligence or carelessness of the Contractor, shall be at the expense of the Contractor.

SAFETY PRECAUTIONS:

The Contractor shall erect and maintain throughout the course of the project all necessary barricades, warning

signs or lights to protect the safety of the public. The Contractor shall use all due and proper precaution to prevent injury to any property, person or persons and shall omit no reasonable precautions which provide for the security of all persons and property. The Contractor will be held responsible for any damages that any party may sustain in consequence of neglecting the necessary precaution in prosecuting the work. For safety reasons the operation side of the project shall be the side opposite a County or State Road if the project parallel such a road. All applicable Federal, State and Local Safety Codes and Regulations shall be adhered to during all phases of construction on this project.

PERMITS, STATE AND LOCAL ORDINANCES:

The Contractor shall obtain and pay at his expense all permits and licenses, give all notices, pay charges and fees necessary and incident to the prosecution of the work. The Contractor shall comply with all Federal, State and Local laws, Ordinances, Rules and Regulations bearing on the conduct of the work.

ADDENDUM AND CHANGE ORDERS:

Any addendum issued before the opening of bids shall become a part of this contract and be added to the bid. Any change order issued after the award of the contract shall also become a part of the contract. Any increase or decrease in the contract price as a result of a change order shall be determined as stated in the Instruction to Bidders. Addendum or change orders shall be made in writing with a copy to the Contractor and another placed in the contract.

LIABILITY OF CONTRACTOR:

The Contractor shall indemnify and save harmless the Board, Surveyor and their agents, representatives and employees from all damages, suites, judgements, actions, expenses or claims or any character brought on account of any injury or damages sustained by any person, or property from acts of such Contractor, in consequence of any neglect in safeguarding the work, arrangement or operation of any tools, machinery, appliances, devices or materials which may be used or furnished by the Contractor, or through the use of improper materials in constructing the work, or because of any action, omission, neglect or misconduct of said Contractor, or because of any claims or amount arising or recovered under the Workman's Compensation Act, or any

other law, bylaw, amendment, ordinance, order or decree. The Board may retain for its use so much of the money due said Contractor under his contract as shall be considered necessary by the Board until aforesaid shall have been settled and suitable evidence to that effect is furnished the Board. In case no money is due the Contractor, his surety shall not be released until such suits, or claims for injuries of damages as aforesaid shall have been settled and suitable evidence to that effect furnished the person or persons herein receiving bids.

ASSIGNMENT OF CONTRACT:

The Contractor shall not subcontract or assign this contract, or any part thereof, without the written consent of the Board, which consent may be withheld only for good cause.

Requests for permission to subcontract or assign any portion of the contract shall be in writing and accompanied by a letter showing that the organization which is to perform the work is particularly experienced and equipped for such work. The Board may require the subcontractor to submit questionnaires to establish his experience and financial ability. Provisions of the contract shall apply to the subcontractor the same as is applies to the Contractor. Consent from the Board to subcontract or assign any portion of the contract shall not relieve the Contractor of any responsibility to fulfill the contract.

COOPERATION WITH PUBLIC UTILITIES:

Prior to the start of construction the Contractor will notify by certified mail all public utilities who may own poles, lines, transformers, wire, cables, pipes, conduit, etc. on or adjacent to the site of the proposed work. The Contractor shall be held responsible to notify any public utilities and arrange for the relocation of any of its properties which may interfere with safe prosecution of the work. In no case will the Board be held responsible for any cost involved in the relocation or rerouting of any poles, lines, transformers, wires, cables, pipes, conduit, etc. on or adjacent to the site of the proposed work and the Contractor agrees to save the Board harmless from any such claims. Due precaution and cooperation shall be exercised by the Contractor to prevent damage to such property, hazards to traffic or other liability.

MATERIAL:

ALL MATERIAL USED IN THE PROSECUTION OF THE WORK SHALL COMPLY WITH THE CURRENT INDIANA STATE HIGHWAY STANDARD SPECIFICATIONS, 1988, and if a request is made, any material shall be made available to the Surveyor for inspection and/or testing. Any material rejected shall be removed from the site of the project at the expense of the Contractor.

EQUIPMENT:

The Contractor shall furnish the equipment necessary for the completion of the work. All equipment used in the prosecution of the work shall be adequate for the work to be performed, and in good working order.

REJECTION OF WORK DONE:

If in the opinion of the Surveyor any portion of the work completed by the Contractor does not meet the specifications by being incomplete or unsatisfactory the Contractor shall do whatever necessary to complete the work to the Surveyors satisfaction at no extra cost to the Board.

BRIDGES:

Clean out under or through any County, State, Railroad or Private bridge or culvert as specified in the contract or as directed by the County Surveyor, shall be at the expense of the Contractor and no extra compensation will be allowed for such work. Removal, lowering or replacement of any County, State Railroad or Private Bridge or culvert as specified in the contract shall be a separate bid item on the bid form.

INTERPRETATION OF CONTRACT DOCUMENTS:

The contract documents are complementary and what is called for by one shall be as binding as if called for by all. The intent of the contract documents is to include in the contract prices, the cost of all labor, materials, water, fuel, tools, plant, equipment, light, transportation, and all the other expense as may be necessary for the proper execution of the work, complete and ready for continuous service.

In case of discrepancy in the drawings and in the specifications, the matter shall be immediately called to the attention of the Surveyor, who shall make a decision as the true meaning intended. Any attempt by the Contractor

to remedy or adjust such discrepancy, without the decision of the Surveyor, will be entirely at the Contractor's risk. The Surveyors decision shall be in the form of a written addendum, a copy of which shall be sent to all prospective bidders.

The work is to be done complete and to the satisfaction of the Surveyor, notwithstanding any minor omissions in the specifications or drawings. Plans are drawn to scale as shown, but written dimensions shall take preference over scaled dimensions.

It is understood by all concerned that the apparent silence of the specifications as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality is to be used. All interpretations of these specifications shall be made upon this basis.

SURVEYOR'S DECISIONS:

To prevent disputes and litigation, it is further agreed by and between the Board and Contractor, that the Surveyor shall determine all questions in relation to the construction of the work and the Surveyor shall, in all cases, decide all questions which may arise in regard to the work under this contract, and this decision shall be a condition precedent to the right of the Contractor to receive any money or compensation for anything done or furnished under this contract.

REJECTION AND ACCEPTANCE OF WORK:

In case the Contractor neglects or refuses, after written notice, to remove or replace any rejected work, the same may be removed and replaced by the Board at the expense of the Contractor or the Contractor's Surety.

None of the work done or materials and appurtenances furnished shall be finally accepted until the entire contract is completed, inspected and ready for acceptance.

Until final acceptance of the work by the Surveyor, it shall be under the charge and care of the Contractor, and he shall take every necessary precaution against injury or damage to the work by traffic, by the action of elements, or from any other cause, whatsoever. No equipment shall be

removed from the project area until the project is approved by the Surveyor.

PARTIAL PAYMENT:

The Surveyor may authorize partial or progress payments for work performed in the amounts not in excess of eighty-five (85%) percent of the contract price of the work then completed.

The value of the work performed may be estimated by the Surveyor at the end of each calendar month. ("Work Performed" as herein used, is interpreted to include materials for the project which are incorporated into the work as part of the complete construction.)

Fifteen (15%) percent of the contract price will be withheld by the Board for a period of sixty (60) days after the final acceptance of the work by the Surveyor for the purpose of securing payments of material, men laborers and sub-contractors.

The Contractor shall meet with the Inspector/Surveyor at any time a claim for payment is submitted so as to review the claim.

FINAL PAYMENT:

After the final approval and acceptance by the Surveyor of all the work contracted for, the Contractor shall furnish the Board a sworn statement stating that all expenses incurred for labor and materials have been paid in full. A form for this statement is provided after C-2.

TERMINATION OF CONTRACT:

If the Contractor fails or refuses to perform the work in an acceptable manner, the Board may give notice in writing to the Contractor and his surety of such failure or refusal, specifying the same and directing what action shall be taken.

Any one or more of the following will be considered sufficient justification for such notice:

1. Failure to begin the work under the contract within the time specified
2. Failure to perform the work with sufficient supervision, workman, equipment and materials to insure the prompt completion of said work

3. Unsuitable performance of the work;
4. Neglecting or refusal to remove defective materials or failure to perform anew such work as may have been rejected:
5. Discontinuing the prosecution of the work or any part of it
6. Inability to finance the work adequately;
7. If for any reason, the Contractor fails to carry on the work in an acceptable manner.

If the Contractor, or his surety, within a period of ten (10) days after such notice does not proceed in compliance therewith, then the Board shall have full power and authority, without violating the contract, to the prosecution of the work out of the hands of said Contractor, to appropriate or use any and all materials and equipment on the ground as may be suitable and acceptable and may, at his option, turn the work over to the surety, or enter into an agreement with another Contractor for the completion of the Contract according to terms and provisions there of, or he may use such other methods as, in his opinion, shall be required for the completion of said contract in an acceptable manner.

All costs of completing the work under the contract shall be deducted from any monies due or which may become due said Contractor. In case the expense so incurred by the Board may be less than the sum which would have been payable under the contract if it had been completed by said Contractor, then said Contractor shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and his surety shall be liable and shall pay to the Board the amount of said excess.

SPECIFICATIONS

CLEARING:

Location and amount of clearing to be done by the Contractor shall be set out in the SPECIAL INSTRUCTIONS. All stumps that interfere or that are likely to interfere with the flow of ditch shall be removed and disposed of by the Contractor, all others to be cut off flush with the ground and will be treated with approved brush killer having a dye additive such as DOW TORDON 101R. In area adjacent to the ditch banks, stumps, brush, logs, wire, rocks, or other debris more than 1/3 cubic foot in volume shall be buried with at least three (3') feet of cover or disposed of by the Contractor by removing debris from site or by burning if the proper permits are obtained. Copies of the permits are to be filed with the County Surveyor before burning commences. Debris which remains after burning shall be buried. In no case shall the burying or covering of any material which will interfere with normal farming operations be tolerated.

Areas of burying shall be chosen by the Contractor with approval of the landowners and the County Surveyor. The cost of clearing shall include the disposal of debris.

The right is reserved for landowners, with the approval of the County Surveyor, to mark any trees to be saved. The Contractor shall not remove trees from a landowner's property unless written consent is received from the landowner and a copy of which is given to the County Surveyor.

Any exceptions to these clearing specifications must have the approval of the County Surveyor, and if the County Surveyor demands written consent of the landowner. The Contractor shall submit a copy of Commercial Applicator License to the Hamilton County Surveyor's Office prior to commencement of clearing operations.

EXCAVATING:

The excavation shall be done according to the grade, bottom width, side slope and depth as shown in the plans and specifications. The bank shall be left as nearly smooth and even as possible to secure the same in a good and workmanlike manner. To accomplish this the Contractor shall use a Hydraulic Excavator with a smooth edged ditch bucket or dragline. All washes shall be filled and all open laterals entering the main ditch shall be cleared and cleaned a minimum of fifty (50') feet on uniform grade to meet the natural grade of the lateral and no extra compensation shall be allowed for such work. The Contractor is expected to make all feasible alignments of the ditch bottom necessary to accomplish the best possible finished channel under the existing circumstance. Extra compensation will not be allowed the Contractor for excavation made in addition to the amount shown in the specifications unless so ordered by the County Surveyor. Any cutoff, widening or change in channel not specified in the specifications will be paid for at the unit price bid or at a price per unit as agreed upon by the Contractor and the County Surveyor.

No open ditch shall be undercut more than eight (8") inches from grade shown on profile. Bottom width shall be measured at the elevation of the designed bottom.

The right is reserved, without impairing the contract, to order the performance of such work, or class of work not contemplated in the proposal, as may be considered necessary to complete fully and satisfactorily the work [?] included in the contract. Such extra work shall be done by the Contractor and he shall be compensated at a price per unit as agreed upon by the Contractor and the County Surveyor.

EXCAVATED MATERIAL:

Excavated material shall be spread so that a minimum of five (5') foot berm shall be left between the top of the ditch bank and the spread spoil. The slope of the spoil from the berm's edge to the maximum height shall be 5:1. From the maximum height the spoil will have an 8:1 back slope to field level. All spoils shall be placed on the side of the ditch designated by the County Surveyor in the SPECIAL INSTRUCTIONS. The finished spoil shall be left in a smooth manner, so that any average crop farm tractor can be driven over all parts of it with a reasonable degree of

safety and economy. All spoil banks shall be leveled to the satisfaction of the County Surveyor and all compensation for leveling spoil banks shall be included in the bid price for excavation.

It is expected that the finished spoil bank be left in a tillable manner. In no case will covering brush, logs, excavated stumps or rocks of 1/3 cubic foot or larger, that will interfere with the plow or ~~mower~~, be tolerated.

↑ MOWER

Landowners concerned may authorize bucket spread or spoil piles, but the Contractor is warned that written consent from the landowner shall be obtained to eliminate liability for unspread spoil, brush or stumps.

In a case where the special specifications or provisions include the spreading of spoil heretofore left unspread by a former clean out or dredging process, the same clearing and spreading specifications herein set out shall apply both to the former unspread spoil and the spoil made available by the work herein proposed.

RIP RAP:

Riprap shall be seven (7") inches or nine (9") inches graded size or as indicated in the SPECIAL INSTRUCTIONS.

PAVEMENT REPLACEMENT:

Pavement replacement of State Highway shall be done as provided for in the "STANDARD SPECIFICATIONS FOR ROAD CONSTRUCTION" of I.S.H.C. dated 1988. Any cut made on a County Road shall be backfilled with granular fill even with the existing road surface as directed by the County Highway Engineer. Contractor shall notify County or State Highway Departments before construction in Right-Of-Ways begins.

?

Flowable

INLETS, CATCH BASINS, BREATHERS, MANHOLES, JUNCTION BOXES:

The construction and location of inlets, catch basins, breathers, manholes and junction boxes shall be set out in the SPECIAL INSTRUCTIONS and shall be an individual bid item.

CONCRETE:

Concrete shall be of a classification as specified in the Special Specifications plans. The unit price of concrete in place as shown in the plans shall include the forms and reinforcing steel of size, quantity, and designation as

shown on the plans and all concrete shall be of a quality and shall be placed in a manner as provided by the "Standard Specifications for Road Construction" of the State High Way Commission of Indiana, dated 1999.

CORRUGATED METAL PIPE:

Corrugated metal pipe, helcor or equal shall be of gauge and quality that will meet the provision of Section 908-Metal Pipe as set forth in the "Indiana State Highway Standard Specifications, 1999" unless stated otherwise in the SPECIAL INSTRUCTIONS or approved by the County Surveyor. The unit price shall include all materials, pipe, bands, bolts, labor and machinery to place the pipe on grade and to backfill as directed. Standard coupling banks with a minimum length of twelve (12") inches shall be used.

TILE DRAIN EXTENSION:

A twenty (20') foot section of corrugated metal pipe will be installed for drains out letting into the ditch at locations as shown on the plans, and at other locations where tile outlets are encountered during construction. The pipe should slip around the existing tile, by using a pipe size larger than the size of the existing tile. Pipe shall extend out from the ditch bank to such a position that the outlet is one (1') foot back of the bottoms edge and no more than three (3') feet above the ditch bottom as profile. Payment for these items will be made based on the actual number and sizes installed at the various locations at the various bid prices per lineal foot. All outlets shall be fitted with an approved animal guard.

DRAIN TILE:

Materials for use shall be equal or superior to the quality provided in Section 907 of the "Indiana State Highway Standard Specifications, 1999" or as specified in the SPECIAL INSTRUCTIONS.

TILE EXCAVATING AND BACKFILL:

All work related to this section shall conform to the applicable sections of the "Indiana State Highway Standard Specifications, 1999", or as specified in the SPECIAL INSTRUCTIONS. Cost of the excavating and backfilling shall be included in the bid price of the tile.

SEEDING AND FERTILIZING:

1. Channel side slopes will be seeded twice. The first

seeding will occur at the end of each day's construction, while the ground is still moist. Fertilizer will be applied. Apply the second seeding just prior to final inspection. Only those areas where the grass has not germinated will be seeded the second time. The seed and fertilizer will be applied with a broadcast type seeder.

QUANTITIES:

Tall Fescue (low or endophyte free)	35 lbs/acre
Annual Rye Grass	20 lbs/acre
12-12-12 Fertilizer	1000 lbs/acre

SUBSTITUTE THE FOLLOWING FOR RYE GRASS

Oats @ 2 bu/ac-----	March 15 through May 1
Wheat @ 2 bu/ac-----	October 1 through November 15

2. Disturbed areas that are not in crop production will be seeded and fertilized upon final grading. Apply fertilizer and work into the soil to a depth of two (2") inches or three (3") inches with a harrow or disc. Prepare a firm seed bed with a cultipacker or cultipacker type seeder. Work the seed into the soil 1/4 to 1/2 inch deep. Straw mulch will be used around erosion control structures and other critical areas as determined by the project inspector.

QUANTITIES:

General purpose farm mix	20 lbs/acre
12-12-12 Fertilizer	1000 lbs/acre
Straw Mulch (where required)	3000 lbs/acre

GENERAL PURPOSE MIX:

20%	Perennial Rye Grass
20%	Timothy
13%	Orchard Grass
12%	Red Star Clover
12%	Tall Fescue
12%	Vernal Alfalfa
11%	Alsike Clover

3. All erosion structures, waterways or other areas indicated in the SPECIAL INSTRUCTIONS shall be mulched. Mulch shall consist of 1 1/2 tons of dry material per acre. Material shall consist of straw or hay or other, if approved by the Surveyor. Mulch shall be applied at a rate of fifty-five (55) bales per acre after seeding and fertilizing the area.

CLEAN UP:

The Contractor shall, at all times, keep the premises free from accumulations of waste material or rubbish caused by his employees or work. At the completion of the work, he shall remove all rubbish, tools, equipment and surplus material from the premises and shall leave his work area in a neat and presentable condition.

OCCUPATIONAL SAFETY AND HEALTH ADMIN., LABOR:

SUBPART P-EXCAVATING, TRENCHING AND SHORING Authority:

Sec 107, Contract Work Hours and Safety Standards Act (Construction Safety Act) (40 U.S.C. 333): Sections 4,6,8 Occupation Safety and Health Act of 1970 (29 U.S.C. 653 ,655 657); Secretary of Labor's Order No 12-71 (36 FR 8754),8-76 (41 FR 25059, or 9-83 (48 FR 35736),as applicable. 1926.650 General Protection Requirements

(a) Walkways, runways, and sidewalks shall be kept clear of excavated material or other obstruction and no sidewalks shall be undermined unless shored to carry a minimum live load of one hundred and twenty-five (125) pounds per square foot.

(b) If planks are used for raised walkways, runways, or sidewalks, they shall be laid parallel to the length of the walk and fastened together against displacement.

(c) Planks shall be uniform in thickness and all exposed ends shall be provided with beveled cleats to revert tripping.

(d) Raised walkways, runways and sidewalks shall be provided with plank steps on strong stringers. Ramps, used in lieu of steps, shall be provided with cleats to insure a safe walking surface.

(e) All employees shall be protected with personal protective equipment of the protection of the head, eyes respiratory organs, hands, feet and other parts of the body as set forth in Subpart E of this part.

(f) Employees exposed to vehicular traffic shall be provided with and shall be instructed or wear warning vests marked with or made of reflecting or high visibility material.

(g) Employees subject to hazardous dusts, gases, fumes, mists, or atmospheres deficient in oxygen, shall be protected with approved respiratory protection as set forth in Subpart D of this part.

(h) No person shall be permitted under loads handled by power shovels, derrick, or hoists. To avoid spillage, employees shall be required to stand away from any vehicle being loaded.

(i) Daily inspections of excavations shall be made by a competent person. If evidence of possible cave-ins or slides is apparent, all work in the excavation shall cease until the necessary precautions have been taken to safeguard the employees. 1926-651

SPECIFIC EXCAVATION REQUIREMENTS:

(a) Prior to opening an excavation, effort shall be made to determine whether underground installations; i.e., sewer, telephone, water, fuel, electric lines, etc. will be encountered, and if so, where such underground installations are located.

When the excavation approaches the estimated location of such an installation, the exact location shall be determined and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.

(b) Trees, boulders, and other surface encumbrances, located so as to create a hazard to employees involved in excavation work in the vicinity thereof at any time during operations, shall be removed or made safe before excavating is begun.

(c) The walls and faces of all excavations in which employees are exposed to danger from moving ground shall be guarded by a shoring system, sloping of the grounds or some other equivalent means.

(d) Excavations shall be inspected by a competent person after every rainstorm or other hazard-increasing occurrence, and the protection against slides and cave-in shall be increased if necessary.

(e) The determination of the angle of repose and design of

the supporting system shall be based on careful evaluation of pertinent factors such as: Depth of cut; possible variation in water content of the material while the excavation is open; anticipated changes in materials from exposure to air, sun, water, or freezing; loading imposed by structures, equipment, overlying material, or stored material; and vibration from equipment, blasting, in traffic, or other sources.

(f) Supporting systems; i.e.; piling, cribbing, shoring' etc., shall be designed by a qualified person and meet accepted engineering requirements. When tie rods are used to restrain the top of sheeting or other retaining systems, the rods shall be securely anchored well back of the angle of repose. When tight sheeting or sheet piling is used, full loading due to ground water table shall be assumed, unless prevented by weep holes or drains or other means. Additional stringers, ties and bracing shall be provided to allow for any necessary temporary removal of individual supports.

(g) All slopes shall be excavated to at least the angle of repose except for areas where solid rock allows for line drilling or pre-splitting.

(h) The angle of repose shall be flattened when an excavation has water conditions, silty materials, loose boulders, and areas where erosion, deep frost action, and slide planes appear.

(i) (1.) In excavations which employees may be required to enter, excavated or other material shall be effectively stored and retained at least two (2') feet or more from the edge of the excavation.

(2.) As an alternative to the clearance prescribed in paragraph (i)(1.) of this section, the employer may use effective retaining devices in lieu thereof in order to prevent excavated or other materials from falling into excavation.

(j) Sides, slopes and faces of all excavations shall meet accepted engineering requirements by scaling, benching, barricading, rock bolting, wire meshing, or other equally effective means. Special attention shall be given to slopes which may be adversely affected by weather or moisture content.

(k) Support systems shall be planned and designed by a qualified person when excavation is in excess of twenty (20') feet in depth, adjacent to structures or improvements, or subject to vibration or ground water.

(l) Materials used for sheeting, sheet piling, cribbing, bracing, shoring, and underpinning shall be in good serviceable condition, and timbers shall be sound, free from large or loose knots, and of proper dimensions.

(m) Special precaution shall be taken in sloping or shoring the sides of excavations adjacent to a previously backfilled excavation or a fill, particularly when the separation is less than the depth of the excavation. Particular attention also shall be paid to joints and seams of material comprising a face and the slope of such seams and joints.

(n) Except in hard rocks, excavating below the level of the base of footing of any foundation or retaining wall shall not be permitted, unless the wall is underpinned and all other precautions taken to insure the stability of the adjacent walls for the protection of employees involved in excavation work or in the vicinity thereof.

(o) If the stability of adjoining buildings or walls is endangered by excavations, shoring, bracing, or underpinning shall be provided as necessary to insure their safety. Such shoring, bracing or underpinning shall be inspected daily or more often as conditions warrant, by a competent person and the protection effectively maintained.

(p) Diversion ditches, dikes or other suitable means shall be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Water shall not be allowed to accumulate in an excavation.

(q) If it is necessary to place or operate power shovels, derricks, trucks, materials or other heavy objects on a level above and near an excavation, the side of the excavation shall be sheet-piled, shored and braced as necessary to resist the extra pressure due to such superimposed loads.

(r) Blasting and the use of explosives shall be performed

in accordance with Subpart U of this part.

(s) When mobile equipment is utilized or allowed adjacent to excavations, substantial stop logs or barricades shall be installed. If possible, the grade should be away from the excavation.

(t) Adequate barrier physical protection shall be provided at all remotely located excavations. All well, pits, shafts, etc. shall be barricaded or covered. Upon completion of exploration and similar operations, temporary wells, pits, shafts, etc., shall be backfilled.

(u) If possible, dust conditions shall be kept to a minimum by the use of water, salt, calcium chloride, oil or other means.

(v) In locations where oxygen deficiency or gaseous conditions are possible, air in the excavations shall be tested. Controls, as set forth in Subpart D and E of this part, shall be established to assure acceptable atmospheric conditions. When flammable gases are present, adequate ventilation shall be provided or sources of ignition shall be eliminated. Attended emergency equipment, such as breathing apparatus, a harness and line, basket stretcher, etc., shall be readily available where adverse atmospheric conditions may exist or develop in an excavation.

(w) Where employees or equipment are required or permitted to cross over excavations, walkways or bridges with standard guardrails shall be provided.

(x) Where ramps are used for employees or equipment, they shall be designed and constructed by qualified persons in accordance with accepted engineering requirements.

(y) All ladders used on excavations operations shall be in accordance with the requirements of Subpart L of this part.
'1926.652

SPECIFIC TRENCHING REQUIREMENTS:

(a) Banks more than five (5') feet high shall be shored, laid back to a stable slope or some other equivalent means of protection shall be provided where employees may be exposed to moving ground or cave-ins. Refer to Table P-1 as a guide in sloping of banks. Trenching less than five (5') feet in depth shall also be effectively protected when

examination of the ground indicates hazardous ground movement may be expected.

(b) Sides and trenches in unstable or soft materials, five (5') feet or more in depth, shall be shored, sheeted, braced, sloped or otherwise supported by means of sufficient strength to protect the employees working within them. See Tables P-1, P-2 (following paragraph (g) of this section.

(c) Sides of trenches in hard or compact soil, including embankments, shall be shored or otherwise supported when the trench is more than five (5') feet in depth and eight (8') feet or more in length. In lieu of shoring, the sides of the trench above the five (5') foot level may be sloped to preclude collapse, but shall not be steeper than a one (1') foot rise to each 1/2 foot horizontal. When the outside diameter of a pipe is greater than a six (6') feet, a bench of four (4') feet minimum shall be provided at the toe of the sloped portion.

(d) Materials used for sheeting and sheet piling, bracing shoring and underpinning, shall be in good serviceable condition, and timbers used shall be sound and free from large or loose knots, and shall be designed and installed so as to be effective to the bottom of the excavation.

(e) Additional precautions by way of shoring and bracing shall be taken to prevent slides or cave-ins when excavations or trenches are made in locations adjacent to backfilled excavations, or where excavations are subject to vibrations from railroad or highway traffic, the operation of machinery or any other source.

(f) Employees entering bell-bottom pier holes shall be protected by the installation of a removable-type casting of sufficient strength to resist shifting of the surrounding earth. Such temporary protection shall be provided for the full depth of that part of each pier hole which is above the bell. A lifeline, suitable for instant rescue and securely fastened to a shoulder harness, shall be worn by each employee entering the shafts. This lifeline shall be individually manned and separate from any line used to remove materials excavated from the bell footing.

(g) (1) Minimum requirements for trench timbering shall

be in accordance with Table P-2.

- (2) Braces and diagonal shores in a wood shoring system shall not be subjected to compressive stress in excess of values given by the following formula:

$$S=1300-20 L/D$$

Maximum Ratio $L/D=50$

Where:

L = length, unsupported, in inches

D = Least side of the timber in inches

S = Allowable stress in pounds per square inch of cross-section

CONFINED SPACE REQUIREMENTS:

CONTRACTORS SHALL COMPLY WITH ALL RULES AND REGULATIONS AS SET OUT FOR CONFINED SPACE ENTRY. ALL PROCEDURES SHALL COMPLY WITH 29CFR PARTS 1910.

Special Use Location

Meridian Suburban Reconstruction

Project Location:

The project is located in Section 2, Township 17 North, & Range 3 East of Clay Township in Hamilton County Indiana. South of 111th and West of US-31.

Project Description:

The reconstruction of the Meridian Suburban Drain shall consist of clearing, root cutting, televising of the system, replacement of damaged pipe, and rehabilitation of existing structures on the existing system associated with the Meridian Suburban Subdivision.

Clearing:

The clearing shall begin at Station 25+10, outlet of the 30" RCP into the State Right of Way and continue Northeasterly to Structure # 6 at approximately Station 22+55, then continue North to Structure # 7 at approximately Station 18+00. Clearing to be 30 feet in width, 15 feet each side of centerline of tile. Large quality trees may be left at the discretion of the Surveyor or his inspector. All trees cut shall be chipped and all cut stumps treated with growth inhibitor. Additional clearing will be on an as needed basis as determined by the Surveyor or his inspector.

Root Cutting:

Some areas of roots are known to exist within the drainage system. The extent of these root masses has not been determined. The intent of the root cutting is to remove all root masses and restore flow to the system. Jetting to remove sediment within the system to be included is this cost.

Televising:

The televising is to include all of the existing Storm Sewer System within the Meridian Suburban Subdivision as described and shown on the plans. (VHS tape or CD to be provided to the Surveyor's Office.)

Replacement of Damaged Pipe:

Pipes to be replaced will be on an as needed basis as determined by the Surveyor or his inspector. Pipe replacement costs shall be on a per foot installed basis, which shall include excavation and removal of old material, installation of new tile, and backfilling. The areas of damaged pipe revealed by televising shall be replaced with like material unless otherwise specified by the Surveyor or his inspector. The Surveyor or his inspector shall inspect all areas of repair prior to backfilling. Damaged excavated materials and debris shall not be buried in the trench with the tile, these items are to be hauled away and disposed of properly, this is to be included in the excavation cost.

Structure Repair:

Structure # 6 at Station 22+50 needs re-grouted and the casting reset. Additional structure repairs may be required as the system is investigated. Determination as to the extent of work required is that of the Surveyor or his inspector.

SPECIAL INSTRUCTIONS

Although the Special Instructions that follow are listed separately from the body of the contract, they are to be considered as instruction given " in addition to" those found in the Specifications portion of the contract. Therefore, the bidder is advised to read and thoroughly understand, the requirements found in the Specifications section should be addressed here under "Special Instructions". Any further unanswered questions or discrepancies should be addressed to the Hamilton County Surveyor's office for a determination.

PROJECT DESCRIPTION

RE The construction of the ~~Stearns Arm of the Fred Seeright~~ *MERIDIAN Suburban* Drain shall consist of 251 feet of 8" pipe, which will begin at a catch basin structure located at station 1+75 of the Fred Seeright Drain and continue in a east-northeasterly direction under Anthony Road to a breather structure to be constructed at the southwest corner of a 25 acre parcel owned by Jamie Stearns.

TILE INSTALLATION

The installation of tile will be as follows:

Station	0+00 to Station	2+10	8"
	Dual-wall HDPE non-perforated smooth bore pipe		
Station	2+10 to Station	2+43	8"
	SDR 35 (crossing under Anthony Road)		
Station	2+43 to Station	2+51	8"
	Dual-wall HDPE non-perforated smooth bore pipe		
Station		2+51	
Breather/riser to be installed. See detail			

Construction Notes

1. Station 0+00 of the Stearns Arm is located at a catch basin structure located at station 1+75 of the Fred Seeright Drain.
2. Connection of the 8" tile into the catch basin is to be accomplished by a core drilled tap into the existing catch basin structure. The connection will be properly grouted and brushed smooth.
3. The location of the proposed tile from station 0+00 to 2+51 will be staked in the field prior to construction.
4. All known and discovered field tiles will be connected to the new tile or repaired to allow for unobstructed flow

if there is no conflict in grade. Prefabricated tees are required for lateral connections. All connections will be grouted and inspected prior to backfilling. The contractor is responsible to mark the location and size of each of the laterals for recording by the inspector.

5. Connectors on 8" HDPE pipe shall be protected and /or sealed by tape recommended by manufacturer for the purpose of sealing out roots.

ROAD CROSSING

At the location that the Stearns Arm crosses Anthony Road, SDR 35 gasketed sewer pipe is to be used under Anthony Road in conjunction with flowable-fill backfill.

Anthony Road crossing - 33' of 8" SDR 35

See Hamilton County Highway Department Standard Plan U-8 Detail Sheet for additional details and specifications.

Activation of the Hamilton County Highway Permit must 48 prior to road cut. Hamilton County Highway Department Inspector must inspect Road cut.

Road closure must comply with all Traffic Control Standards as set out in the Hamilton County Permit Manual for County Roads, and/or all other applicable Local, County, State and Federal Highway and Traffic Control Regulations.

Notifications of all agencies affected by road closure (Fire, Sheriff, Schools, etc.) are the responsibility of the contractor.

TILE EXCAVATION, INSTALLATION, AND BACKFILL

The excavation shall be to the depth shown on the plans as provided by the Surveyor and shall be made on a regular uniform grade as shown on the plans or as directed by the Surveyor. The width of the trench shall be no wider than 6" on either side of the tile unless soil conditions mandate a wider trench for stability. Contractor should note the depth of the tile as per profile. An excavator or backhoe of sufficient size and power must be used for trenching.

The bottom of the trench shall be cupped to accept the rounded bottom of the tile per standard, and should the trench be excavated to a greater depth than that given by

the Surveyor, the Contractor shall refill to grade with suitable well tamped material, at his own expense.

All tile shall be **non-perforated** HDPE dual wall smooth bore pipe unless otherwise specified. Tile is to be of the dimensions shown on the plans of standard thickness, free from flaws, cracks, creases, or blisters, circular in form, square at both ends, and true in their lengths. All pipe or tile shall be inspected by the Contractor and Surveyor, all those not meeting the requirements shall be rejected.

On all joints on the HDPE pipe shall use the proper external couplers manufactured for the purpose of connecting HDPE pipe and be protected and /or sealed by tape recommended by manufacturer for the purpose of sealing out roots.

All individual tiles intercepted by the excavation of the trench shall be connected to the new tile or shall be replaced to the original grade existing before the excavation was made. Due precautions shall be taken by the Contractor to insure a backfill under all laterals or existing tile crossing the trench of sufficient compaction and stability to prevent settlement in the tile that would cause breakage or improper grade. The Surveyor may order metal or other pipe of sufficient length or strength to span the trench in cases where suitable backfill and compaction is not obtained.

Prefabricated tees are required for lateral connections. All connections will be sealed and/or grouted and inspected prior to backfilling. The contractor is responsible to mark the location and size of each of the laterals for recording by the inspector

In no case will the failure to place a suitable protective plug at the top (upstream) end of any good existing tile intercepted, or the failure to tap into the new tile, or not connect properly to a good existing tile, be tolerated for any tile intercepted or encountered during construction, reconstruction, or repair.

The Contractor shall be paid for lateral taps into the tile at the unit price bid for such items.

The job shall be done under safe working conditions. The use of suitable sheeting, planking, or bracing on the sides

of all excavations or trenches shall be required. The Contractor shall receive no extra compensation for the lumber sheeting, other materials, or labor used for the supporting of the sides of any excavation or trenches unless the same is left in the trench by order of the Surveyor.

The initial backfill shall be shoveled and carefully tamped in place providing firmly supported lower periphery in the invert groove. Six inches (6") of loose cover, free from stones, shall then be placed over the top elevation of the tile and hand tamped. In order to prevent bad alignment or collapses due to back filling, the Contractor should use care as layers of backfill are placed in the trench. For each construction day the tile installed will be properly bedded, but not backfilled until 3:00pm thus allowing the tile to be inspected. However, the specified backfilling shall be completed by the end of the day. No rocks over six inches (6") in diameter or other non-compacting materials shall be buried in the trench. All tile installed shall have a minimum of twenty-four inches (24") of soil over the top of the tile.

Excess excavated materials, brush, trees, debris, etc. In the right of way shall be disposed of by the Contractor without additional compensation, to locations not interfering with the regulations of the City, County, or laws of the State of Indiana. Special backfill such as pit run gravel, pea gravel, or limestone shall be placed as specified on the plans, or as directed by Surveyor, and shall be paid for as a separate item. All limestone shall be washed.

In areas of unstable ground conditions, and deep cuts, the Contractor shall make plans to bed the tile or pipe in such a manner as to keep them on grade and in alignment, and he shall take due consideration of such suspected or known areas in his bid.

CONSTRUCTION STAKING

Construction staking shall be done by Mr. Jeff Powell of the Hamilton County Surveyor's Office. He can be reached at 776-8495.

STEVE
GALTZ

CONSTRUCTION INSPECTION

Andrew Conover of the Hamilton County Surveyor's Office shall do the construction inspection. He can be reached at 776-8495.

CONTRACTORS CLAIM DATES

The claims will be submitted by 8:30 AM to the Hamilton County Surveyor's Office Administrative Assistant on these due dates:

?

UTILITY LOCATION AND NOTIFICATION

All utility locations and notifications are the responsibility of the contractor.

PROJECT START DATE

Construction may begin after pre-construction conference.

Completion date Check page 8 of contract

BREATHER/RISER

A breather/riser structure is to be constructed at Station 2+51.

An eight-inch tee with a cap is to be used. Vertical riser is to be six-inch (6") CMP with screen cover.

See Detail Sheet for additional details.

ALL STRUCTURES MUST CONFORM TO HAMILTON COUNTY SURVEYOR'S OFFICE SPECIFICATIONS.

BENCHMARK DESCRIPTIONS:

Detailed benchmark descriptions are included with the bid package.

TO: HAMILTON COUNTY DRAINAGE BOARD

The following is for the Reconstruction of the Stearns Arm to the Fred Seeright Drain:

Item Description	Quantity	Unit	Unit Cost	Total Cost
8" HDPE dual wall non-perforated	215	LFT		
Breather, w/8"x8"x6 tee, 6" cmp riser	1	Each		
Core drill-10' bore for 8" HDPE	1	EACH		
Road Crossing 8" SDR35 w/flowable fill	1	EACH		
			TOTAL	

CONCRETE OR CLAY TILE PER LINEAL FOOT

4 inch _____	18 inch _____
5 inch _____	22 inch _____
6 inch _____	24 inch _____
8 inch _____	27 inch _____
10 inch _____	30 inch _____
12 inch _____	36 inch _____
14 inch _____	
16 inch _____	

CORRUGATED METAL PIPE PER LINEAL FOOT INSTALLED

6 INCH _____	_____	_____	_____
8 INCH _____	_____	_____	_____
10 INCH _____	_____	_____	_____
12 INCH _____	_____	_____	_____
18 INCH _____	_____	_____	_____
21 INCH _____	_____	_____	_____
24 INCH _____	_____	_____	_____
30 INCH _____	_____	_____	_____
36 INCH _____	_____	_____	_____

PLASTIC PIPE PER LINEAL FOOT

4 INCH _____	8 INCH _____
5 INCH _____	10 INCH _____
6 INCH _____	12 INCH _____

REINFORCED CONCRETE PIPE PER LINEAL FOOT INSTALLED

12 INCH _____	21 INCH _____	30 INCH _____	42 INCH _____
15 INCH _____	24 INCH _____	33 INCH _____	48 INCH _____
18 INCH _____	27 INCH _____	36 INCH _____	54 INCH _____
			60 INCH _____

CONCRETE PER CUBIC YARD _____

7" OR 9" GRADED RIP RAP PER TON _____

DIRT FILL PER CUBIC YARD _____

GRAVEL FILL PER TON _____

MACHINE PRICE-PER HOUR WITH OPERATOR

CRANE _____

BULLDOZER _____

BACKHOE WITH

LOADER _____

TRUCK 1/2 TON _____

3/4 TON _____

1 TON _____

2 TON _____

OVER 2 Ton _____

LABOR PER HOUR

SUPERVISORS _____

GENERAL _____

OTHER BID ITEMS

THE ABOVE BID HAS BEEN SUBMITTED THIS _____ DAY
OF _____ 20_____ .

BY: _____
NAME OF BIDDER

BY: _____
SIGNED BY BIDDER

Plan Of Action

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories herein made.

1. Explain your plan or layout for performing proposed work, including anticipated start and finish dates for each bid item or task.

2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by subcontractor, and whether you expect to require a bond.

3. What equipment do you intend to use for the proposed project?

4. Have you made contracts or received offers for all materials within prices used in preparing your proposal?

DRAIN RECONSTRUCTION CONTRACT

THIS AGREEMENT by and between the HAMILTON COUNTY DRAINAGE BOARD, hereinafter referred to as "BOARD" and Van Horn Excavating, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

THAT WHEREAS, Contractor is the successful bidder for the reconstruction of the Henry Ebbert Drain as ordered by the Board, it is now agreed by and between the Parties as follows:

1. The Contractor agrees to perform the work under the supervision of the Surveyor or his representative, in accordance with the plans, Instructions to Bidder, General Provisions, Special Instructions, profile and cross sections made by the Board, which are incorporated herein by reference as fully as if the same were set out.

2. The Board agrees to pay Contractor the agreed sum of nine thousand five hundred dollars (\$9,500.00) payment to be made according to law.

3. The Contractor agrees that all work under this contract shall be completed on or before the completion date set out in the General Provisions.

4. It is understood and agreed that fifteen Percent (15%) of the contract price herein shall be withheld by the Board for a period of sixty (60) days after the completion of the work for the purpose of securing payment of material men, laborers and sub-contractors.

5. The Contractor agrees and binds itself to pay all bill for labor, materials and all services whatsoever that shall be used in this reconstruction or otherwise incorporated in this work and to save the Board and the landowners affected harmless from all such bills.

6. This contract also incorporates by reference a certain contractor's bid dated January 7, 2002 as fully as if the same were set out completely herein.

7. It is understood that the Board contracts in its official capacity and that the members thereof shall not in any event be personally liable under this agreement.

TO: HAMILTON COUNTY DRAINAGE BOARD

RE:

As Contractor on the contract awarded on _____
for the _____ Drain, I hereby notify
the Hamilton County Drainage Board that all expenses incurred
for labor and materials have been paid in full.

The foregoing is true under the penalties of perjury.

BY: _____
Contractor-Print

Contractor-Signature

STATE OF INDIANA, HAMILTON COUNTY, ss:

Subscribed and sworn to before me, the undersigned, a Notary
Public in and for said County this _____ day
of _____ 20 _____.

Witness my hand and official seal.

My Commission expires _____ Notary Public
_____ County of Residence

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS
28th DAY OF January 2002.

HAMILTON COUNTY DRAINAGE BOARD

PRESIDENT

MEMBER

MEMBER

BY _____
CONTRACTOR

CONCRETE PER CUBIC YARD _____

DEL

7" OR 9" GRADED RIP RAP PER TON _____

INSTALLED

DIRT FILL PER CUBIC YARD _____

DELIVERED

GRAVEL FILL PER TON _____

DELIVERED

MACHINE PRICE-PER HOUR WITH OPERATOR

Hydraulic excavator

CRANE _____

BULLDOZER _____

BACKHOE WITH _____

LOADER _____

TRUCK 1/2 TON _____

3/4 TON _____

1 TON _____

2 TON _____

OVER 2 Ton _____

LABOR PER HOUR

SUPERVISORS _____

GENERAL _____

OTHER BID ITEMS

THE ABOVE BID HAS BEEN SUBMITTED THIS _____ DAY
OF _____ 20_____ .

BY: _____
NAME OF BIDDER

BY: _____
SIGNED BY BIDDER

CONCRETE OR CLAY TILE PER LINEAL FOOT INSTALLED

4 inch _____	18 inch _____
5 inch _____	22 inch _____
6 inch _____	24 inch _____
8 inch _____	27 inch _____
10 inch _____	30 inch _____
12 inch _____	36 inch _____
14 inch _____	
16 inch _____	

CORRUGATED METAL PIPE PER LINEAL FOOT INSTALLED

6 INCH _____	_____	_____	_____
8 INCH _____	_____	_____	_____
10 INCH _____	_____	_____	_____
12 INCH _____	_____	_____	_____
18 INCH _____	_____	_____	_____
21 INCH _____	_____	_____	_____
24 INCH _____	_____	_____	_____
30 INCH _____	_____	_____	_____
36 INCH _____	_____	_____	_____

PLASTIC PIPE PER LINEAL FOOT INSTALLED

4 INCH _____	8 INCH _____
5 INCH _____	10 INCH _____
6 INCH _____	12 INCH _____

CONCRETE PER CUBIC YARD DELIVERED _____

7" OR 9" GRADED RIP RAP PER TON INSTALLED _____

DIRT FILL PER CUBIC YARD DELIVERED _____

GRAVEL FILL PER TON DELIVERED _____

MACHINE PRICE-PER HOUR WITH OPERATOR

HYDRAULIC EXCAVATOR _____

BULLDOZER _____

BACKHOE WITH _____

LOADER _____

TRUCK 1/2 TON _____

3/4 TON _____

1 TON _____

2 TON _____

OVER 2 Ton _____

LABOR PER HOUR

SUPERVISORS _____

GENERAL _____

THE ABOVE BID HAS BEEN SUBMITTED THIS _____ DAY
OF _____ 20 _____

BY: _____
NAME OF BIDDER

BY: _____
SIGNED BY BIDDER

Meridian Suburban Reconstruction

Project Location:

The project is located in Section 2, Township 17 North, & Range 3 East of Clay Township in Hamilton County Indiana. South of 111th and West of US-31.

Project Description:

The reconstruction of the Meridian Suburban Drain shall consist of clearing, root cutting, televising of the system, replacement of damaged pipe, and rehabilitation of existing structures on the existing system associated with the Meridian Suburban Subdivision.

Clearing:

The clearing shall begin at Station 25+10, outlet of the 30" RCP into the State Right of Way and continue Northeasterly to Structure # 6 at approximately Station 22+55, then continue North to Structure # 7 at approximately Station 18+00. Clearing to be 30 feet in width, 15 feet each side of centerline of tile. Large quality trees may be left at the discretion of the Surveyor or his inspector. All trees cut shall be chipped and all cut stumps treated with growth inhibitor. Additional clearing will be on an as needed basis as determined by the Surveyor or his inspector.

Root Cutting:

Some areas of roots are known to exist within the drainage system. The extent of these root masses has not been determined. The intent of the root cutting is to remove all root masses and restore flow to the system. Jetting to remove sediment within the system to be included is this cost.

Televising:

The televising is to include all of the existing Storm Sewer System within the Meridian Suburban Subdivision as described and shown on the plans. (VHS tape or CD to be provided to the Surveyor's Office.)

Replacement of Damaged Pipe:

Pipes to be replaced will be on an as needed basis as determined by the Surveyor or his inspector. Pipe replacement costs shall be on a per foot installed basis, which shall include excavation and removal of old material, installation of new tile, and backfilling. The areas of damaged pipe revealed by televising shall be replaced with like material unless otherwise specified by the Surveyor or his inspector. The Surveyor or his inspector shall inspect all areas of repair prior to backfilling. Damaged excavated materials and debris shall not be buried in the trench with the tile, these items are to be hauled away and disposed of properly, this is to be included in the excavation cost.

Structure Repair:

Structure # 6 at Station 22+50 needs re-grouted and the casting reset. Additional structure repairs may be required as the system is investigated. Determination as to the extent of work required is that of the Surveyor or his inspector.

SDR - 35 - PVC

4 inch _____
6 inch _____
8 inch _____
10 inch _____

12 inch _____
15 inch _____
18 inch _____

SDR - 35 - PVC Tee

6 inch _____
8 inch _____
10 inch _____

12 inch _____
15 inch _____
18 inch _____

Plastic Tile

4 inch _____
5 inch _____
6 inch _____

8 inch _____
10 inch _____
12 inch _____

Plastic Tee/Coupler

4 inch _____
5 inch _____
6 inch _____

8 inch _____
10 inch _____
12 inch _____

Binder per ton _____

Finish per ton _____

8 bedding stone per ton _____

Flowable fill per cubic yard _____

fill dirt per cubic yard _____

Concrete per cubic yard _____

SDR - 35 - PVC

4 inch _____
6 inch _____
8 inch _____
10 inch _____

12 inch _____
15 inch _____
18 inch _____

SDR - 35 - PVC Tee

6 inch _____
8 inch _____
10 inch _____

12 inch _____
15 inch _____
18 inch _____

Plastic Tile

4 inch _____
5 inch _____
6 inch _____

8 inch _____
10 inch _____
12 inch _____

Plastic Tee/Coupler

4 inch _____
5 inch _____
6 inch _____

8 inch _____
10 inch _____
12 inch _____

Binder per ton _____

Finish per ton _____

8 bedding stone per ton _____

Flowable fill per cubic yard _____

fill dirt per cubic yard _____

Concrete per cubic yard _____

SDR-35 PVC - 4"

6"

8"

10"

12"

15"

18"

BINDER per Ton

FINISH per TON

#8 bedding Stone per Ton

Flowable fill per cubic yd.

fill dirt per cubic yd.

CONCRETE per cubic yd.

SDR-35 PVC TEE-4"

6"

8"

10"

12"

15"

18"

PLASTIC TILE - 4"

5"

6"

8"

10"

12"

PLASTIC TEE/coupler - 4"

5"

6"

8"

10"

12"

Site REPAIR (CONT.)

Additional structure repair maybe required as investigation of existing system reveals. Determining scope of work to be done is that of the surveyor or his inspector.

Pipe replacement.

Pipes to be replaced will be on an as-needed basis as determined by the surveyor or his inspector. Pipe replacement cost shall be submitted on a per ft included basis, which shall include ^{EXHAUSTION} material, labor, ^{OR} excavation & backfill.

12" - SDR-35 PVC

12" - CONCRETE tile

12" - RCP

21" - RCP

30" - RCP

15" - CONCRETE tile

15" - RCP

CONCRETE per cubic yard

SANDMIX per bag

CONCRETE BRICK

1" 8" bedding Stone per Ton

4" rubble fill per yard

GRASS SEED per lb
fert per lb

Straw per bale

lumber per ton

finish inspection

Project Location

The project is located in Sec. 2 Township 17 North, Range 3 east of Clay Twp, in Hamilton County, Indiana, South of W. Street and west of U.S. 31.

Project description

The reconstruction of the Meridian Suburban Drain shall consist of clearing, root cutting, televising of system, replacement of damaged pipe and rehabilitation of existing structures on the existing system associated with the Meridian Suburban Subdivision.

Clearing

The clearing shall begin at Sta: 25+10, outlet of the 30" RCP into the State right of way and continue westerly to Structure # 6 @ approx. Sta: 22+50, then continue North to Structure # 7 @ approx. Sta: 18+00. Clearing to be 30' in width, 15' each side of C/L of 30" RCP. Large quality trees may be left @ the discretion of the surveyor or his inspector. All trees cut shall be chipped and all cut stumps treated with growth inhibitor. →

additional clearing will be on an as needed basis as determined by the surveyor or his inspector.

Root cutting.

Some areas of roots are known to exist within the drainage system. The extent of these root masses have not been determined. The intent of the root cutting is to remove all root masses and restore flow. (Getting to removed sediment to be included in televising.)

Televising:

The televising will include all of the existing Meridian Suburb. drainage system as described. (VIDEO TAPE or Digital (CD) to be provided to HCSO)

Replacement of damaged pipe.

The areas of damaged pipe revealed by televising shall be replaced with like material unless otherwise specified by the surveyor or his inspector.

Structure Repair

Structure #16 @ Sta. 20+50 needs regrouted and the ceiling reset.

CONCRETE OR CLAY TILE PER LINEAL FOOT INSTALLED

4 inch _____	18 inch _____
5 inch _____	22 inch _____
6 inch _____	24 inch _____
8 inch _____	27 inch _____
10 inch _____	30 inch _____
12 inch _____	36 inch _____
14 inch _____	
16 inch _____	

CORRUGATED METAL PIPE PER LINEAL FOOT INSTALLED

6 INCH _____	_____	_____	_____
8 INCH _____	_____	_____	_____
10 INCH _____	_____	_____	_____
12 INCH _____	_____	_____	_____
18 INCH _____	_____	_____	_____
21 INCH _____	_____	_____	_____
24 INCH _____	_____	_____	_____
30 INCH _____	_____	_____	_____
36 INCH _____	_____	_____	_____

PLASTIC PIPE PER LINEAL FOOT INSTALLED

4 INCH _____	8 INCH _____
5 INCH _____	10 INCH _____
6 INCH _____	12 INCH _____

REINFORCED CONCRETE PIPE PER LINEAL FOOT INSTALLED

12 INCH _____	21 INCH _____	30 INCH _____	42 INCH _____
15 INCH _____	24 INCH _____	33 INCH _____	48 INCH _____
18 INCH _____	27 INCH _____	36 INCH _____	54 INCH _____
			60 INCH _____

BIDDER'S CHECK LIST

BID FORM and SUPPLEMENTAL BID FORM completely filled out and signed by Contractor.

Bid Bond or Certified Check -5% of Bid Amount

Form 96 completely filled out

Plan of Action

Equipment Questionnaire

Experience Questionnaire

Financial Statement

Acknowledge of Receipt of Addendum, if applicable

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT SEALED BIDS FOR THE RECONSTRUCTION OF THE Meridian Suburban Subdivision Drain, IN SECTION 2 TOWNSHIP 17 NORTH, RANGE 3 EAST, CLAY TOWNSHIP, IN HAMILTON COUNTY INDIANA, WILL BE OPENED AND READ ON THE 26th DAY OF August 2002 BY THE HAMILTON COUNTY DRAINAGE BOARD IN THE HAMILTON COUNTY COMMISSIONERS COURT IN THE HAMILTON COUNTY JUDICIAL BUILDING, ONE HAMILTON COUNTY SQUARE, NOBLESVILLE, INDIANA 46060

All bids must be on proposal forms furnished by the Hamilton County Surveyor and accompanied by a bid bond or certified check in an amount equal to five percent (5%) of the bid amount. The bidder shall also execute a FORM 96 as required by the State Board of Accounts and include a notarized non-collusion affidavit with the bid documents.

Plans and specifications for the project are on file at the Hamilton County Drainage Board / Surveyor's Office at One Hamilton County Square, Suite 188, Noblesville, Indiana 46060.

A non-refundable fee for plans and specifications of fifteen dollars (\$15.00) is required. Check payable to the Hamilton County Treasurer.

ALL BIDS WILL BE SUBMITTED TO THE DRAINAGE BOARD SECRETARY BY 8:30 A.M. August 26, 2002.

Attest: _____
Executive Secretary

INSTRUCTIONS TO BIDDERS

BASIS ON WHICH BIDS ARE SOLICITED:

Bids are solicited on the basis of a Base Bid and Supplementary Bids clearly set forth in the Bid Form and the Plans and Specifications.

Base Bid items must be stated in figures and the grand total of bids for all items proposed computed and stated in figures. All bids for the supplementary items must be stated in figures.

Bidders shall make proposals on the complete project and bids will not be accepted which are partial and bids will not be accepted where the bidder bids on only one item.

SCHEDULE OF QUANTITIES SHOWN IN PROPOSAL FORM:

The schedule of quantities as shown in the Base Bid, although stated with as much accuracy as is possible in advance, is approximated only, and is assumed solely for the purpose of comparing bids. The quantities on which payments will be made to the Contractor from the Supplementary Bids will be determined from the actual amount of the materials used and work done. The Contractor shall furnish such additional work or materials deemed necessary by the Surveyor to complete the project, and any extra compensation to the Contractor shall be at the Supplementary Bid price. Likewise the Contractor shall not receive payment for any quantity deemed un-necessary by the Surveyor provided that notice is given by the Surveyor in sufficient time to protect the Contractor against any commitments he may have made to suppliers of labor or materials.

The Contractor shall be bound to comply with the prevailing scale of minimum wages as provided by law.

Materials shall be of a quality equal or superior to the requirements of the Plans and Specifications. The burden of proof of quality of any substitution shall be the Contractors. Any dispute arising as the material or workmanship shall be settled by the Surveyor on behalf of the Board and his decisions shall be final.

The Bids for all material and work shall include installation and completion at the site of work. The Board

shall not be liable for payment of any sales tax or other tax whatsoever that may be levied by the Federal Government, State Government, or other private, public or political agency. All materials and equipment must be transported to the site of the work by the Contractor and no additional compensation will be allowed for such transportation.

BIDS:

Bidders shall submit bids on the form provided herein, all parts of which shall be filled in. Each bid shall be submitted in a sealed ten (10") inch by thirteen (13") (10"x13") inch envelope addressed to the Hamilton County Drainage Board, One Hamilton County Square, Suite 146, Noblesville, Indiana-46060. There shall be one bid per envelope. The envelope shall also bear the NAME and Address of the person or firm submitting the bid and the Name of the Project for which the bid is submitted.

The Hamilton County Drainage Board reserves the right to correct any apparent error resulting from erroneous mathematical calculation before awarding a contract. The legal status of the bidder must be stated on Form Number 96.

A partnership bidder must give the full names and addresses of all partners and must be signed by at least one (1) person who shall designate himself as a partner authorized to sign on behalf of all partners.

When persons doing business under an assumed name submit a bid, all such persons must sign the bid and Form Number 96.

A corporate bidder must name the state in which it is incorporated. The bid must be signed in the name of and under the seal of the corporation, by a duly authorized officer or agent of the corporation and his address given. Such officer or agent must be present legal evidence that he has lawful authority to sign said bid and the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation organized and doing business under laws of any foreign state, is a successful bidder, such a corporation shall present evidence before a contract for said work is executed, that is authorized to do business in the State of Indiana.

BID DEADLINE:

All bids shall be submitted no later than 8:30 A.M. on date of opening.

BIDDER'S OBLIGATION OF EXAMINATIONS:

Bidders are required to examine the Instructions to Bidders, Plans, Specifications, Contract, Bid Form, the site of the proposed work, and other data which may be on file in the office of the Surveyor. No pleas of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of a failure to make the necessary examination and investigations, will be accepted as an excuse for any failure or omissions on the part of the Contractor to fulfill in every detail all requirements of the Contract, Plan and Specifications, or will be accepted as a basis for any claims whatsoever for extra compensation. Upon request, all available information in the possession of the Surveyor will be shown to the bidder, but correctness of such information is not guaranteed.

BIDDERS NON-COLLUSION AFFIDAVIT:

No bid will be considered unless accompanied by a Bidder's Non-Collusion Affidavit Form, properly executed and notarized. The Contractor shall furnish a list of all equipment he has.

FINANCIAL STATEMENT:

All Bidders shall submit as a part of the bid General Form Number 96, as prescribed by the State Board of Accounts, and entitled, "Standard Questionnaire and Financial Statement for Bidders."

BOND:

Bidder shall submit with his proposal a Bid Bond or Certified Check in an amount equal to five (5%) percent of the total amount of the Bid. Certified checks and or Bid Bonds shall be made payable to the Hamilton County Drainage Board and shall be retained by the Board as liquidated damages if the successful bidder fails to execute a contract within five (5) days after award of contract has been made.

Unsuccessful bidders may have their certified check or Bid Bond returned to them any time after an acceptable contract performance bond has been executed and a contract signed.

WITHDRAWAL OF BIDS:

Bidders may withdraw bids at any time prior to the scheduled bid deadline. Bidders will not be permitted to withdraw Bids at or after Bid Deadline.

REJECTION OF BIDS:

The Board reserves the right to reject any bid for any reason, including those containing any omission, additions, extensions, erasures, alterations, or irregularities of any kind. The judgement of the Board shall be final in determining the capability, experience and ability of the Bidder to successfully and properly prosecute the contract.

EXPERIENCE QUESTIONNAIRE:

All bidders shall submit as part of the bid, the Experience Questionnaire on the form provided.

EQUIPMENT QUESTIONNAIRE:

All bidders shall submit as part of the bid, the Equipment Questionnaire on the form provided.

PLAN OF ACTION:

All bidders shall submit as part of the bid, the plan of action on the form provided.

ADDENDUM:

Any addendum issued during the time of bidding, or forming a part of the contract documents given to the bidder for preparation of his proposal, shall be covered in the proposal and shall be acknowledge and attached to the proposal.

GENERAL PROVISIONS

DEFINITION OF TERMS:

Drainage Board: Whenever the word "Drainage Board" or "Board" appears in these specifications and contract it shall be understood as referring to the Hamilton County Drainage Board, or any Joint Board, as established by Chapter 305 of the Acts of the Indiana General Assembly.

Surveyor: Whenever the "Surveyor" appears in these specifications and contract it shall be understood as referring to the Surveyor of Hamilton County, Indiana, or his duly authorized employee, agent, or other representative.

Contractor: Whenever the word "Contractor" appears on these specifications and contracts it shall be understood as referring to the person, partnership, firm, or corporations who shall enter into an agreement with the Drainage Board to perform the work herein described.

BOND:

The Contractor to whom the contract is awarded shall provide a performance bond acceptable to the Board in the amount of at least 100% of the contract price which shall be forfeited, in whole or in part, should he fail to perform the work as provided by these specifications. The Bond shall be submitted within five (5) days of the acceptance of the contractor bid and shall continue in force for one (1) year from the date of acceptance of the completed project by the Board and shall contain a maintenance clause to cover all guarantees against defective material and workmanship.

INSURANCE:

The Contractor shall carry liability and property damage insurance adequate to protect the county or counties affected thereby and/or the Drainage Board from all liability incurred in the prosecution of the work under this contract.

The Hamilton County Drainage Board requires that the contractor shall maintain and pay premiums on Public Liability Insurance in the amount of \$250,000.00 for injury to one (1) person and \$500,000.00 for injury to more than one (1) person in any casualty, and property Damage

Insurance in the amount of \$300,000.00. An Insurance Certificate that the coverage is in effect, and premiums paid, shall be furnished to the Board within five (5) days of the acceptance of the Contractors Bid. Only one (1) Insurance Certificate need be filed with the Surveyor during a calendar year by each Contractor.

ENGINEERING SUPERVISION:

All work performed under this contract shall be under the supervision and direction of the Surveyor who will survey and set stakes if necessary; also furnish plans, technical advice and/or assistance for each project which may be ordered by the Drainage Board and all work shall be performed as directed by the Surveyor or his representative.

The Contractor shall set an appointment to meet with the Surveyor within five (5) days of the acceptance of the Contractor's bid. At this time the Contractor and Surveyor shall review all aspects of the project. The Contractor shall not start work until this conference is held.

The Contractor shall, at all times during his absence from the work, have upon the job a competent supervisor to whom orders and instructions may be addressed or delivered. "The Contractor or his foreman shall have in his possession a complete set of plans and specifications whenever work is in progress on the job site". The Contractor or his representatives shall contact the Surveyor's Office each day work is performed. The Contractor shall have on the job site a cellular telephone at all times while work is in process.

WORKMAN'S COPMENSATION:

The Contractor shall be required to comply with regulations set out by the Indiana State Industrial Board in reference to the provision of the Indiana Workman's Compensation Act, and any amendments thereto.

NON-DISCRIMINATION PROVISION:

The Contractor on this project agrees that in the hiring of employees for the performance of work under this contract or any sub-contract hereunder, no Contractor, Sub-Contractor, or any person acting on behalf of such Contractor or Sub-Contractor shall discriminate against any employee or applicant for employment, with respect to his hire, tenure, terms, conditions or privileges of employment

or any matter directly or indirectly related to employment, because of his race, color, religion, national origin, or ancestry.

COMPLETION DATE: The bidder is cautioned that the completion date for this project is December 31, 2002 and that failure to complete the project in accordance with plans, specifications and special provisions of this contract by this date, shall result in a deduction of any monies due the Contractor, not as a penalty, but as liquidated damages.

Said deductions will be computed at the rate of \$50.00 per day times the number of calendar days past completion date.

EASEMENT:

The Contractor shall use the easement provided by law for the Board or its duly authorized representative. This easement is as shown on plans. The Contractor will however, respect the limitation of the easement in cases where the Board has entered into a non-enforcement agreement. The Contractor shall use due care to avoid damage to crops, livestock, fences, buildings and other structures outside of the easement, and to crops and approved structures as mentioned above inside the easement insofar as possible. The Contractor shall be held liable for any un-necessary damage to crops, livestock, fences, buildings, existing drainage structures, highway, railroad or private bridges or culverts or any property whatsoever. Repair or replacement of any such damage to any public or private property, due to the negligence or carelessness of the Contractor, shall be at the expense of the Contractor.

SAFETY PRECAUTIONS:

The Contractor shall erect and maintain throughout the course of the project all necessary barricades, warning signs or lights to protect the safety of the public. The Contractor shall use all due and proper precaution to prevent injury to any property, person or persons and shall omit no reasonable precautions which provide for the security of all persons and property. The Contractor will be held responsible for any damages that any party may sustain in consequence of neglecting the necessary precaution in prosecuting the work. For safety reasons the operation side of the project shall be the side opposite a County or State Road if the project parallel such a road.

All applicable Federal, State and Local Safety Codes and Regulations shall be adhered to during all phases of construction on this project.

PERMITS, STATE AND LOCAL ORDINANCES:

The Contractor shall obtain and pay at his expense all permits and licenses, give all notices, pay charges and fees necessary and incident to the prosecution of the work. The Contractor shall comply with all Federal, State and Local laws, Ordinances, Rules and Regulations bearing on the conduct of the work.

ADDENDUM AND CHANGE ORDERS:

Any addendum issued before the opening of bids shall become a part of this contract and be added to the bid. Any change order issued after the award of the contract shall also become a part of the contract. Any increase or decrease in the contract price as a result of a change order shall be determined as stated in the Instruction to Bidders. Addendum or change orders shall be made in writing with a copy to the Contractor and another placed in the contract.

LIABILITY OF CONTRACTOR:

The Contractor shall indemnify and save harmless the Board, Surveyor and their agents, representatives and employees from all damages, suites, judgements, actions, expenses or claims or any character brought on account of any injury or damages sustained by any person, or property from acts of such Contractor, in consequence of any neglect in safeguarding the work, arrangement or operation of any tools, machinery, appliances, devices or materials which may be used or furnished by the Contractor, or through the use of improper materials in constructing the work, or because of any action, omission, neglect or misconduct of said Contractor, or because of any claims or amount arising or recovered under the Workman's Compensation Act, or any other law, bylaw, amendment, ordinance, order or decree. The Board may retain for its use so much of the money due said Contractor under his contract as shall be considered necessary by the Board until aforesaid shall have been settled and suitable evidence to that effect is furnished the Board. In case no money is due the Contractor, his surety shall not be released until such suits, or claims for injuries of damages as aforesaid shall have been settled and suitable evidence to that effect furnished the person or persons herein receiving bids.

ASSIGNMENT OF CONTRACT:

The Contractor shall not subcontract or assign this contract, or any part thereof, without the written consent of the Board, which consent may be withheld only for good cause.

Requests for permission to subcontract or assign any portion of the contract shall be in writing and accompanied by a letter showing that the organization which is to perform the work is particularly experienced and equipped for such work. The Board may require the subcontractor to submit questionnaires to establish his experience and financial ability. Provisions of the contract shall apply to the subcontractor the same as is applies to the Contractor. Consent from the Board to subcontract or assign any portion of the contract shall not relieve the Contractor of any responsibility to fulfill the contract.

COOPERATION WITH PUBLIC UTILITIES:

Prior to the start of construction the Contractor will notify by certified mail all public utilities who may own poles, lines, transformers, wire, cables, pipes, conduit, etc. on or adjacent to the site of the proposed work. The Contractor shall be held responsible to notify any public utilities and arrange for the relocation of any of its properties which may interfere with safe prosecution of the work. In no case will the Board be held responsible for any cost involved in the relocation or rerouting of any poles, lines, transformers, wires, cables, pipes, conduit, etc. on or adjacent to the site of the proposed work and the Contractor agrees to save the Board harmless from any such claims. Due precaution and cooperation shall be exercised by the Contractor to prevent damage to such property, hazards to traffic or other liability.

MATERIAL:

ALL MATERIAL USED IN THE PROSECUTION OF THE WORK SHALL COMPLY WITH THE CURRENT INDIANA STATE HIGHWAY STANDARD SPECIFICATIONS, 1988, and if a request is made, any material shall be made available to the Surveyor for inspection and/or testing. Any material rejected shall be removed from the site of the project at the expense of the Contractor.

EQUIPMENT:

The Contractor shall furnish the equipment necessary for the completion of the work. All equipment used in the prosecution of the work shall be adequate for the work to be performed, and in good working order.

REJECTION OF WORK DONE:

If in the opinion of the Surveyor any portion of the work completed by the Contractor does not meet the specifications by being incomplete or unsatisfactory the Contractor shall do whatever necessary to complete the work to the Surveyors satisfaction at no extra cost to the Board.

BRIDGES:

Clean out under or through any County, State, Railroad or Private bridge or culvert as specified in the contract or as directed by the County Surveyor, shall be at the expense of the Contractor and no extra compensation will be allowed for such work. Removal, lowering or replacement of any County, State Railroad or Private Bridge or culvert as specified in the contract shall be a separate bid item on the bid form.

INTERPRETATION OF CONTRACT DOCUMENTS:

The contract documents are complementary and what is called for by one shall be as binding as if called for by all. The intent of the contract documents is to include in the contract prices, the cost of all labor, materials, water, fuel, tools, plant, equipment, light, transportation, and all the other expense as may be necessary for the proper execution of the work, complete and ready for continuous service.

In case of discrepancy in the drawings and in the specifications, the matter shall be immediately called to the attention of the Surveyor, who shall make a decision as the true meaning intended. Any attempt by the Contractor to remedy or adjust such discrepancy, without the decision of the Surveyor, will be entirely at the Contractor's risk. The Surveyors decision shall be in the form of a written addendum, a copy of which shall be sent to all prospective bidders.

The work is to be done complete and to the satisfaction of the Surveyor, notwithstanding any minor omissions in the specifications or drawings. Plans are drawn to scale as shown, but written dimensions shall take preference over scaled dimensions.

It is understood by all concerned that the apparent silence of the specifications as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality is to be used. All interpretations of these specifications shall be made upon this basis.

SURVEYOR'S DECISIONS:

To prevent disputes and litigation, it is further agreed by and between the Board and Contractor, that the Surveyor shall determine all questions in relation to the construction of the work and the Surveyor shall, in all cases, decide all questions which may arise in regard to the work under this contract, and this decision shall be a condition precedent to the right of the Contractor to receive any money or compensation for anything done or furnished under this contract.

REJECTION AND ACCEPTANCE OF WORK:

In case the Contractor neglects or refuses, after written notice, to remove or replace any rejected work, the same may be removed and replaced by the Board at the expense of the Contractor or the Contractor's Surety.

None of the work done or materials and appurtenances furnished shall be finally accepted until the entire contract is completed, inspected and ready for acceptance.

Until final acceptance of the work by the Surveyor, it shall be under the charge and care of the Contractor, and he shall take every necessary precaution against injury or damage to the work by traffic, by the action of elements, or from any other cause, whatsoever. No equipment shall be removed from the project area until the project is approved by the Surveyor.

PARTIAL PAYMENT:

The Surveyor may authorize partial or progress payments for work performed in the amounts not in excess of eighty-five (85%) percent of the contract price of the work then completed.

The value of the work performed may be estimated by the Surveyor at the end of each calendar month. ("Work Performed" as herein used, is interpreted to include materials for the project which are incorporated into the work as part of the complete construction.)

Fifteen (15%) percent of the contract price will be withheld by the Board for a period of sixty (60) days after the final acceptance of the work by the Surveyor for the purpose of securing payments of material, men laborers and sub-contractors.

The Contractor shall meet with the Inspector/Surveyor at any time a claim for payment is submitted so as to review the claim.

FINAL PAYMENT:

After the final approval and acceptance by the Surveyor of all the work contracted for, the Contractor shall furnish the Board a sworn statement stating that all expenses incurred for labor and materials have been paid in full. A form for this statement is provided after C-2.

TERMINATION OF CONTRACT:

If the Contractor fails or refuses to perform the work in an acceptable manner, the Board may give notice in writing to the Contractor and his surety of such failure or refusal, specifying the same and directing what action shall be taken.

Any one or more of the following will be considered sufficient justification for such notice:

1. Failure to begin the work under the contract within the time specified
2. Failure to perform the work with sufficient supervision, workman, equipment and materials to insure the prompt completion of said work
3. Unsuitable performance of the work;

4. Neglecting or refusal to remove defective materials or failure to perform anew such work as may have been rejected:
5. Discontinuing the prosecution of the work or any part of it
6. Inability to finance the work adequately;
7. If for any reason, the Contractor fails to carry on the work in an acceptable manner.

If the Contractor, or his surety, within a period of ten (10) days after such notice does not proceed in compliance therewith, then the Board shall have full power and authority, without violating the contract, to the prosecution of the work out of the hands of said Contractor, to appropriate or use any and all materials and equipment on the ground as may be suitable and acceptable and may, at his option, turn the work over to the surety, or enter into an agreement with another Contractor for the completion of the Contract according to terms and provisions therefor, or he may use such other methods as, in his opinion, shall be required for the completion of said contract in an acceptable manner.

All costs of completing the work under the contract shall be deducted from any monies due or which may become due said Contractor. In case the expense so incurred by the Board may be less than the sum which would have been payable under the contract if it had been completed by said Contractor, then said Contractor shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and his surety shall be liable and shall pay to the Board the amount of said excess.

SPECIFICATIONS

CLEARING:

Location and amount of clearing to be done by the Contractor shall be set out in the SPECIAL INSTRUCTIONS. All stumps that interfere or that are likely to interfere with the flow of ditch shall be removed and disposed of by the Contractor, all others to be cut off flush with the ground and will be treated with approved brush killer having a dye additive such as DOW TORDON 101R. In area adjacent to the ditch banks, stumps, brush, logs, wire, rocks, or other debris more than 1/3 cubic foot in volume shall be buried with at least three (3') feet of cover or disposed of by the Contractor by removing debris from site or by burning if the proper permits are obtained. Copies of the permits are to be filed with the County Surveyor before burning commences. Debris which remains after burning shall be buried. In no case shall the burying or covering of any material which will interfere with normal farming operations be tolerated.

Areas of burying shall be chosen by the Contractor with approval of the landowners and the County Surveyor. The cost of clearing shall include the disposal of debris.

The right is reserved for landowners, with the approval of the County Surveyor, to mark any trees to be saved. The Contractor shall not remove trees from a landowner's property unless written consent is received from the landowner and a copy of which is given to the County Surveyor.

Any exceptions to these clearing specifications must have the approval of the County Surveyor, and if the County Surveyor demands written consent of the landowner. The Contractor shall submit a copy of Commercial Applicator License to the Hamilton County Surveyor's Office prior to commencement of clearing operations.

EXCAVATING:

The excavation shall be done according to the grade, bottom width, side slope and depth as shown in the plans and specifications. The bank shall be left as nearly smooth

and even as possible to secure the same in a good and workmanlike manner. To accomplish this the Contractor shall use a Hydraulic Excavator with a smooth edged ditch bucket or dragline. All washes shall be filled and all open laterals entering the main ditch shall be cleared and cleaned a minimum of fifty (50') feet on uniform grade to meet the natural grade of the lateral and no extra compensation shall be allowed for such work. The Contractor is expected to make all feasible alignments of the ditch bottom necessary to accomplish the best possible finished channel under the existing circumstance. Extra compensation will not be allowed the Contractor for excavation made in addition to the amount shown in the specifications unless so ordered by the County Surveyor. Any cutoff, widening or change in channel not specified in the specifications will be paid for at the unit price bid or at a price per unit as agreed upon by the Contractor and the County Surveyor.

No open ditch shall be undercut more than eight (8") inches from grade shown on profile. Bottom width shall be measured at the elevation of the designed bottom.

The right is reserved, without impairing the contract, to order the performance of such work, or class of work not contemplated in the proposal, as may be considered necessary to complete fully and satisfactorily the work included in the contract. Such extra work shall be done by the Contractor and he shall be compensated at a price per unit as agreed upon by the Contractor and the County Surveyor.

EXCAVATED MATERIAL:

Excavated material shall be spread so that a minimum of five (5') foot berm shall be left between the top of the ditch bank and the spread spoil. The slope of the spoil from the berm's edge to the maximum height shall be 5:1. From the maximum height the spoil will have an 8:1 back slope to field level. All spoils shall be placed on the side of the ditch designated by the County Surveyor in the SPECIAL INSTRUCTIONS. The finished spoil shall be left in a smooth manner, so that any average crop farm tractor can be driven over all parts of it with a reasonable degree of safety and economy. All spoil banks shall be leveled to the satisfaction of the County Surveyor and all compensation for leveling spoil banks shall be included in the bid price for excavation.

Landowners concerned may authorize bucket spread or spoil piles, but the Contractor is warned that written consent from the landowner shall be obtained to eliminate liability for unspread spoil, brush or stumps.

In a case where the special specifications or provisions include the spreading of spoil heretofore left unspread by a former clean out or dredging process, the same clearing and spreading specifications herein set out shall apply both to the former unspread spoil and the spoil made available by the work herein proposed.

RIP RAP:

Riprap shall be seven (7") inches or nine (9") inches graded size or as indicated in the SPECIAL INSTRUCTIONS.

PAVEMENT REPLACEMENT:

Pavement replacement of State Highway shall be done as provided for in the "STANDARD SPECIFICATIONS FOR ROAD County Road shall be backfilled with flowable fill even with the existing road surface as directed by the County Highway Engineer. Contractor shall notify County or State Highway Departments before construction in Right-Of-Ways begins.

INLETS, CATCH BASINS, BREATHERS, MANHOLES, JUNCTION BOXES:

The construction and location of inlets, catch basins, breathers, manholes and junction boxes shall be set out in the SPECIAL INSTRUCTIONS and shall be an individual bid item.

CONCRETE:

Concrete shall be of a classification as specified in the Special Specifications plans. The unit price of concrete in place as shown in the plans shall include the forms and reinforcing steel of size, quantity, and designation as shown on the plans and all concrete shall be of a quality and shall be placed in a manner as provided by the "Standard Specifications for Road Construction" of the State High Way Commission of Indiana, dated 1999.

CORRUGATED METAL PIPE:

Corrugated metal pipe, helcor or equal shall be of gauge and quality that will meet the provision of Section 908-Metal Pipe as set forth in the "Indiana State Highway

Annual Rye Grass 20 lbs/acre
 12-12-12 Fertilizer 1000 lbs/acre
 SUBSTITUTE THE FOLLOWING FOR RYE GRASS
 Oats-----March 15 through May 1
~~Wheat-----October 1 through November 1~~

2. Disturbed areas that are not in crop production will be seeded and fertilized upon final grading. Apply fertilizer and work into the soil to a depth of two (2") inches or three (3") inches with a harrow or disc. Prepare a firm seed bed with a cultipacker or cultipacker type seeder. Work the seed into the soil 1/4 to 1/2 inch deep. Straw mulch will be used around erosion control structures and other critical areas as determined by the project inspector.

QUANTITIES:

General purpose farm mix 20 lbs/acre
 12-12-12 Fertilizer 1000 lbs/acre
 Straw Mulch (where required) 3000 lbs/acre

GENERAL PURPOSE MIX:

20% Perennial Rye Grass
 20% Timothy
 13% Orchard Grass
~~12% Red Star Clover (Continuous)~~
 12% Tall Fescue
~~12% Vernal Alfalfa (Continuous)~~
 11% Alsike Clover

3. All erosion structures, waterways or other areas indicated in the SPECIAL INSTRUCTIONS shall be mulched. Mulch shall consist of 1 1/2 tons of dry material per acre. Material shall consist of straw or hay or other, if approved by the Surveyor. Mulch shall be applied at a rate of fifty-five (55) bales per acre after seeding-fertilizing the area.

CLEAN UP:

The Contractor shall, at all times, keep the premises free from accumulations of waste material or rubbish caused by his employees or work. At the completion of the work, he

shall remove all rubbish, tools, equipment and surplus material from the premises and shall leave his work area in a neat and presentable condition.

OCCUPATIONAL SAFETY AND HEALTH ADMIN., LABOR:

SUBPART P-EXCAVATING, TRENCHING AND SHORING Authority:

Sec 107, Contract Work Hours and Safety Standards Act (Construction Safety Act) (40 U.S.C. 33): Sections 4,6,8 Occupation Safety and Health Act of 1970 (29 U.S.C. 653 ,655 657); Secretary of Labor's Order No 12-71 (36 FR 8754),8-76 (41 FR 25059, or 9-83 (48 FR 35736), as applicable. 1926.650 General Protection Requirements

(a) Walkways, runways, and sidewalks shall be kept clear of excavated material or other obstruction and no sidewalks shall be undermined unless shored to carry a minimum live load of one hundred and twenty-five (125) pounds per square foot.

(b) If planks are used for raised walkways, runways, or sidewalks, they shall be laid parallel to the length of the walk and fastened together against displacement.

(c) Planks shall be uniform in thickness and all exposed ends shall be provided with beveled cleats to revert tripping.

(d) Raised walkways, runways and sidewalks shall be provided with plank steps on strong stringers. Ramps, used in lieu of steps, shall be provided with cleats to insure a safe walking surface.

(e) All employees shall be protected with personal protective equipment of the protection of the head, eyes respiratory organs, hands, feet and other parts of the body as set forth in Subpart E of this part.

(f) Employees exposed to vehicular traffic shall be provided with and shall be instructed or wear warning vests marked with or made of reflecting or high visibility material.

(g) Employees subject to hazardous dusts, gases, fumes, mists, or atmospheres deficient in oxygen, shall be protected with approved respiratory protection as set forth in Subpart D of this part.

(h) No person shall be permitted under loads handled by power shovels, derrick, or hoists. To avoid spillage, employees shall be required to stand away from any vehicle being loaded.

(i) Daily inspections of excavations shall be made by a competent person. If evidence of possible cave-ins or slides is apparent, all work in the excavation shall cease until the necessary precautions have been taken to safeguard the employees. 1926-651

SPECIFIC EXCAVATION REQUIREMENTS:

(a) Prior to opening an excavation, effort shall be made to determine whether underground installations; i.e., sewer, telephone, water, fuel, electric lines, etc. will be encountered, and if so, where such underground installations are located.

When the excavation approaches the estimated location of such an installation, the exact location shall be determined and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.

(b) Trees, boulders, and other surface encumbrances, located so as to create a hazard to employees involved in excavation work in the vicinity thereof at any time during operations, shall be removed or made safe before excavating is begun.

(c) The walls and faces of all excavations in which employees are exposed to danger from moving ground shall be guarded by a shoring system, sloping of the grounds or some other equivalent means.

-----Section Break (Continuous)-----

(d) Excavations shall be inspected by a competent person after every rainstorm or other hazard-increasing occurrence, and the protection against slides and cave-in shall be increased if necessary.

(e) The determination of the angle of repose and design of the supporting system shall be based on careful evaluation of pertinent factors such as: Depth of cut; possible variation in anticipated changes in materials from exposure

to air, sun, water, or freezing; loading imposed by structures, equipment, overlying material, or stored material; and vibration from equipment, blasting, in traffic, or other sources.

-----Section Break (Continuous)-----

(f) Supporting systems; i.e.; piling, cribbing, shoring' etc., shall be designed by a qualified person and meet accepted engineering requirements. When tie rods are used to restrain the top of sheeting or other retaining systems, the rods shall be securely anchored well back of the angle of repose. When tight table shall be assumed, unless prevented by weep holes or drains or other means. Additional stringers, ties and bracing shall be provided to allow for any necessary temporary removal of individual supports.

(g) All slopes shall be excavated to at least the angle of repose except for areas where solid rock allows for line drilling or pre-splitting.

(h) The angle of repose shall be flattened when an excavation has water conditions, silty materials, loose boulders, and areas where erosion, deep frost action, and slide planes appear.

(i) (1.) In excavations which employees may be required to enter, excavated or other material shall be effectively stored and retained at least two (2') feet or more from the edge of the excavation.

(2.) As an alternative to the clearance prescribed in paragraph (i)(1.) of this section, the employer may use effective retaining devices in lieu thereof in order to prevent excavated or other materials from falling into excavation.

(j) Sides, slopes and faces of all excavations shall meet accepted engineering requirements by scaling, benching, barricading, rock bolting, wire meshing, or other equally effective means. Special attention shall be given to slopes which may be adversely affected by weather or moisture content.

(k) Support systems shall be planned and designed by a qualified person when excavation is in excess of twenty (20') feet in depth, adjacent to structures or improvements, or subject to vibration or ground water.

(l) Materials used for sheeting, sheet piling, cribbing, bracing, shoring, and underpinning shall be in good serviceable condition, and timbers shall be sound, free from large or loose knots, and of proper dimensions.

(m) Special precaution shall be taken in sloping or shoring the sides of excavations adjacent to a previously backfilled excavation or a fill, particularly when the separation is less than the depth of the excavation. Particular attention also shall be paid to joints and seams of material comprising a face and the slope of such seams and joints.

(n) Except in hard rocks, excavating below the level of the base of footing of any foundation or retaining wall shall not be permitted, unless the wall is underpinned and all other precautions taken to insure the stability of the adjacent walls for the protection of employees involved in excavation work or in the vicinity thereof.

(o) If the stability of adjoining buildings or walls is endangered by excavations, shoring, bracing, or underpinning shall be provided as necessary to insure their safety. Such shoring, bracing or underpinning shall be inspected daily or more often as conditions warrant, by a competent person and the protection effectively maintained.

(p) Diversion ditches, dikes or other suitable means shall be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavations.

(q) If it is necessary to place or operate power shovels, derricks, trucks, materials or other heavy objection a level above and near an excavation, the side of the excavation shall be sheet-piled, shored and braced as necessary to resist the extra pressure due to such superimposed loads.

(r) Blasting and the use of explosives shall be performed in accordance with Subpart U of this part.

(s) When mobile equipment is utilized or allowed adjacent to excavations, substantial stop logs or barricades shall be installed. If possible, the grade should be away from the excavation.

(t) Adequate barrier physical protection shall be provided at all remotely located excavations. All wells, pits, shafts, etc. shall be barricaded or covered. Upon completion of exploration and similar operations, temporary wells, pits, shafts, etc., shall be backfilled.

(u) If possible, dust conditions shall be kept to a minimum by the use of water, salt, calcium chloride, oil or other means.

(v) In locations where oxygen deficiency or gaseous conditions are possible, air in the excavations shall be tested. Contracts, as set forth in Subpart D and E of this part, shall be established to assure acceptable atmospheric conditions. When flammable gases are present, adequate ventilation shall be provided or sources of ignition shall be eliminated. Attended harness and line, basket stretcher, etc., shall be readily available where adverse atmospheric conditions may exist or develop in an excavation.

(w) Where employees or equipment are required or permitted to cross over excavations, walkways or bridges with standard guardrails shall be provided.

(x) Where ramps are used for employees or equipment, they shall be designed and constructed by qualified person in accordance with accepted engineering requirements.

(y) All ladders used on excavations operations shall be in accordance with the requirements of Subpart L of this part.
'1926.652

SPECIFIC TRENCHING REQUIREMENTS:

(a) Banks more than five (5') feet high shall be shored, laid back to a stable slope or some other equivalent means or protection shall be provided where employees may be exposed to moving ground or cave-ins. Refer to Table P-1 as a guide in sloping of banks. Trenching less than five (5') feet in depth shall also be effectively protected when examination of the ground indicates hazardous grounded movement may be expected.

-----Section Break (Continuous)-----

(b) Sides and trenches in unstable or soft materials, five (5') feet in depth, shall be shored, sheeted, braced, sloped or otherwise supported by means of sufficient strength to protect the employees working within them. See Tables P-q, P2 (following paragraph (g) of this section.

(c) Sides of trenches in hard or compact soil, including embankments, shall be shored or otherwise supported when the trench is more than five (5') feet in depth and eight (8') feet or more in length. In lieu of shoring, the sides of the trench above the five (5') foot level may be sloped to preclude collapse, but shall not be steeper than a one (1') foot rise to each 1/2 foot horizontal. When the outside diameter of a pipe is greater than a six (6') feet, a bench of four (4') feet minimum shall be provided at the toe of the sloped portion.

(d) Materials used for sheeting and sheet piling, bracing shoring and underpinning, shall be in good serviceable condition, and timbers used shall be sound and free from large or loose knots, and shall be designed and installed so as to be effective to the bottom of the excavation.

(e) Additional precautions by way of shoring and bracing shall be taken to prevent slides or cave-ins when excavations or trenches are made in locations adjacent to backfilled excavations, or where excavations are subject to vibrations from railroad or highway traffic, the operation of machinery or other source.

(f) Employees entering bell-bottom pier holes shall be protected by the installation of a removable-type casting of sufficient strength to resist shifting of the surrounding earth. Such temporary protection shall be provided for the full depth of that part of each pier holes which is above the bell. A lifeline, suitable for instant rescue and securely fastened to a shoulder harness, shall be worn by each employee entering the shafts. This lifeline shall be individually manned and separate from any line used to remove materials excavated from the bell footing.

SPECIAL INSTRUCTIONS

Although the Special Instructions that follow are listed separately from the body of the contract, they are to be considered as instruction given "in addition to" those found in the Specifications portion of the contract. Therefore, the bidder is advised to read and thoroughly understand, the requirements found in the Specifications section. Any further unanswered questions or discrepancies should be addressed to the Hamilton County Surveyor's office for a determination.

PROJECT LOCATION

The project is located in Section 2, Township 17 North, and Range 3 East in Clay Township in Hamilton County Indiana. South of 111th Street and West of US 31.

PROJECT DESCRIPTION

The reconstruction of the Meridian Suburban Subdivision shall consist of clearing, root cutting, televising of the system, and replacement of damaged pipe and rehabilitation of existing structures on the existing system associated with the Meridian Suburban Subdivision.

CLEARING

The clearing shall begin at Station 25+10, outlet of the 30" RCP into the State Right of Way and continue Northeasterly to Structure #6 at approximately Station 22+55, then continue North to Structure #7 at approximately Station 18+00. Clearing to be 30 feet in width, 15 feet each side of centerline of tile. Large quality trees may be left at the discretion of the Surveyor or his inspector. All trees cut shall be chipped and all cut stumps treated with growth inhibitor. Additional clearing will be on an as needed basis as determined by the Surveyor or his inspector.

ROOT CUTTING

Some areas of roots are known to exist within the drainage system. The extent of these root masses has not been determined. The intent of the root cutting is to remove all root masses and restore flow to the system. Jetting to

remove sediment within the system to be included in this cost.

TELEVISIONING

The televising is to include all of the existing storm sewer system within the Meridian Suburban Subdivision as described and shown on the plans. (VHS tape or CD to be provided to the Surveyor's Office.)

REPLACEMENT OF DAMAGED PIPE

Pipes to be replaced will be on an as needed basis as determined by the Surveyor or his inspector. Pipe replacement costs shall be on a per foot installed basis, which shall include excavation and removal of old material, installation of new tile, and backfilling. The areas of damaged pipe revealed by televising shall be replaced with like material unless otherwise specified by the Surveyor or his inspector. The Surveyor or his inspector shall inspect all areas of repair prior to backfilling. Damaged excavated materials and debris shall not be buried in the trench with tile, these items are to be hauled away and disposed of properly, this is to be included in the excavation cost.

STRUCTURE REPAIR

Structure #6 at Station 22+50 needs re-grouted and the casting reset. Determination as to the extent of work required is that of the Surveyor or his inspector.

CONSTRUCTION INSPECTION

Steve Baitz of the Hamilton County Surveyor's Office shall do the construction inspection. He can be reached at 317-776-8495.

CONTRACTORS CLAIM DATES

The claims will be submitted by 8:30 AM to the Hamilton County Surveyor's Office Administrative Assistant on these due dates:

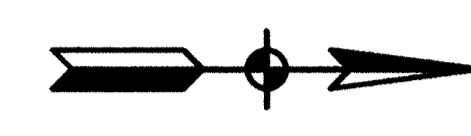
September 16, 2002	November 4, 2002
October 7, 2002	November 18, 2002
October 21, 2002	December 2, 2002
	December 16, 2002

UTILITY LOCATION AND NOTIFICATION

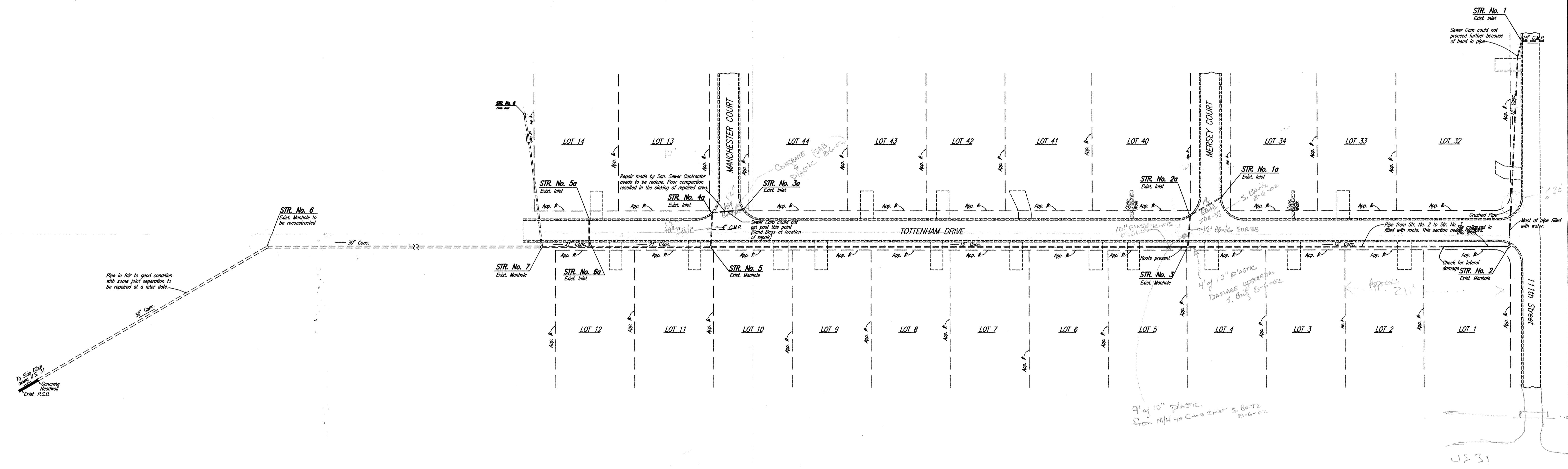
All utility locations and notifications are the responsibility of the contractor.

PROJECT START DATE

Construction may begin after pre-construction conference.



Taken from Working Drawings
Not To Scale



SUBURBAN MERIDIAN

Existing Storm sewer along Tottenham Drive
in Clay Township

PROJECT NO.	LINE	SHEET NO.	TOTAL SHEETS	FILE

school the following morning, said Thomas Austin, Elwood Community School Corp. superintendent.

effort to resolve the matter and she never talked to the teacher," Austin said.

Indy News Thurs., Oct 3, 1996

Subdivision flooded by heavy rainfall

By Michelle Barbercheck
CORRESPONDENT

CARMEL, Ind. — Residents of the Meridian Suburban neighborhood near Carmel may as well have been singing "Row, row, row your boat" last week.

Their stormwater drains couldn't gulp fast enough to swallow the several inches of rain that saturated the area in less than two days.

Streets flooded waist-high in parts. Some residents were kept from their homes for hours as the storm drain clogged and struggled to keep up with the deluge.

It's a longstanding problem the Clay Township residents are aching to solve. Hoping to find the problem, county officials are using a small video camera to inspect the drainage system. The results are expected to be shown to the Hamilton County Commissioners at their Oct. 14 meeting.

Meridian Suburban is just west of the intersection of 111th and Meridian streets. Many of its 35 homeowners say that seeing their streets turn into rivers is as much a sign that fall has arrived as leaves turning colors on the trees.

It's those very leaves that aggravate the flooding problem, says

neighborhood resident Michael Granger.

Granger and his wife and children have lived in the subdivision for seven years.

He says the problem begins when rains cause undeveloped property to flood north of 111th Street. Water then flows across the street, carrying debris from a wooded area that's on the property. The leaves, sticks, rubbish and firewood-size logs eventually obstruct storm drains.

That's when the streets in Meridian Suburban start to fill with water. He says it got so deep one year that a neighbor's ski boat floated off its trailer and drifted down the street.

Granger says the neighbor retrieved it by starting up the boat and motoring home. "It's just a tremendous amount of water — it's just massive."

The water recedes after a few hours — once the rain lightens up — allowing the storm drain to catch up. But while the water's there, everyone's lifestyle changes.

Residents are stranded, vehicles suffer water damage and school-

See FLOOD Page 2

INSIDE

Metro North

Amos trial: A Detroit judge contemplates declaring a mistrial in murder trial of ex-Anderson man. Page E-2.

Home stretch: The Noblesville Homes tour offers touches of history and character. Page E-3.

Legal matters: Noblesville School Board faces suits regarding the high school building construction. Page E-4.



An overturned van rests in the intersection of Sherm Drive and English Avenue on Wednesday after collision.

Prosecutor vents over council's funds

By Jenny Labalme
STAFF WRITER

HAMILTON COUNTY

NOBLESVILLE, Ind. — When Hamilton County Prosecutor Sonia Leerkamp recently discovered — without warning — the Hamilton County Council had slashed her department's funds and denied her requests for some additional staffing, she was angry.

"I'm so steamed," she said earlier this week.

That fury and frustration were apparent when Leerkamp volleyed several rounds of criticism at council members at their meeting Wednesday night.

"Is it your role to dictate policy in the county through your manipulation of our budget?" Leerkamp asked. "Because that's what it feels like."

During her half-hour presentation, Leerkamp repeatedly said she didn't want to create feelings. But her crisp words to the seven council members sent brought some cool responses. "My feeling as a county commissioner is for us to handle finances, and I expect you to be prosecuting," said Councilman Brad Beaver.

What perturbed Leerkamp was that the council cut her pay staff budget from \$18,000 in fiscal 1997 — an increase of 10 percent from the previous year — to \$5,000 with no warning. Her time budget also was pared from \$7,500 — the same as the year before — to \$5,000. Her total

Woman sues hospital she was abandoned

Staff Report

An Indianapolis woman has filed a malpractice complaint against Community Hospitals of Indianapolis, saying she was forced to use her cellular telephone to call for help while suffering an asthma attack at the hospital.

The hospital has denied the allegations.

Desi G. Jones, 31, said she was admitted to Community Hospital East on July 18, suffering from asthma.

In her complaint, Jones said she was treated successfully in the emergency room but was given medicine to which she was allergic. Breathing problems resulted, Jones charged, and her time in treatment resulted in her being transferred to the intensive care unit.

...k or Treat from 5-8 p.m.
 ...gic Show at 5:30 by Steve Hart. Sponsored by Target.
 ...stume Contest at 6 p.m., Age groups are: 0-2 with(mon
 ad); 3-5; 6-7; and 8-12. Categories in each group are:
 niest, Scariest and Most Creative.



OCTOBER
FOCUS ON WOMEN FAIR -
 10-6 pm by the Carmel Business and
 Professional Women Assoc..
 Info. Diane Wood, 573-0274.

HALLOWEEN SPOOKTACULAR
 Fashion show 3pm, next door to & sponsored
 by the Party Tree 1-3:30 pm.

3 FALL BOOK SALE
 by the Friends of the Carmel Clay Library

3 FALL CLEARANCE SALE

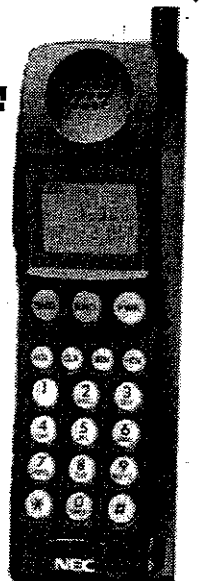
28 - NOV. 1
MARCH OF DIMES JAIL & BAIL
 Put a friend in the slammer and help the
 Campaign for Healthier Babies call Debbie
 762-4668.

OCT. 1-31
BEGINNING BRIDGE CLASSES
BRIDGE SOCIAL
FINANCIAL STRATEGIES FOR SUCCESSFUL RETIREMENT
BEGINNING COUNTRY
DANCE LESSONS
 info 848-PARK



116 TH & KEYSTONE • CARMEL

FREE CELLULAR PHONES!
AFTER 9:00 ON WEEK NIGHTS,
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CALLING TO MOST OF
CENTRAL INDIANA*
SO...
Free Handheld Phones*
Free Activations With
Year Agreement!*
Free Unlimited Weekends*
CALL
483-9999
TOLL FREE: 1-800-670-2255



...one died of a massive overdose of
 cocaine in Detroit on Dec. 10,
 1989, sudden death of Amos' se-
 cond wife, Carolyn, in Middletown.

FLOOD
 Continued from Page 1

children have to find alternate bus stops.
 The Hamilton County Highway Department takes some responsibility for the storm drains and does some maintenance, like minor pipe cleaning, to make sure the drains stay reasonably clear, says Director Tom Stevens.

Regardless of what the video camera finds this week, he said, "The recommendation of this department always has been and will continue to be that the residents (of Meridian Suburban) petition for a regulated drain."

A regulated drain is much bigger than storm drains. It would be constructed to take water runoff from an area possibly larger than just the subdivision.

Talk of a regulated drain makes Granger and his neighbors cringe. While that may indeed solve the fall flooding problem, Granger says residents would have to pay for the project, which would cost thousands of dollars. "Tens of thousands," says Stevens.

Granger says the county should pay. "They've maintained it for 30 years, and now they want to pawn it off on somebody else."

The prospect of such a fee especially troubles Meridian Suburban residents because they recently received with bills of more than \$6,000 per household for sanitary sewage lines.

They got a sympathetic pat on the shoulder from County Commissioner Sharon Clark, who visited the neighborhood during last week's flooding and confirmed it's a big-time problem.

"I was frightened to even go into the deeper part," she said.

Clark said residents must petition the county surveyor for the regulated drain. The surveyor will determine how many people are in the area served by the drain, she said, and all would pay for it.

"It's particularly difficult for people (in other areas) to understand why they must pay for something when they've never had flooding or standing water on their property," Clark said, noting that drainage from other properties does indeed seem to be the cause of the neighborhood's woes.

Granger said he and others think the flooding problem may be alleviated easily while the sewer line project is under way. He says a deep ditch dug along the north side of 111th Street with an elevated earthen berm would keep floodwaters at bay.

But he says that's an idea that'll probably never sail, because it would mean reworking the sanitary sewer contract so additional work can be done to take care of an unrelated problem.

"We've run into massive bureaucracy, and it's difficult to get the bureaucracy to change things."

Cookout will be held before game

Staff Report

LIZTON, Ind. — The Tri-West Quarterback Club will have its Senior Night Cookout Friday in the Tri-West High School north parking lot from 6 p.m. to 7 p.m. before the football game with Western Boone High School.

Proceeds from the event will benefit the Tri-West football team. The club will be serving porkburgers, hamburgers, chips, and soft drinks.

Holiday Heirlooms

When you're looking for a new apartment, look to Rent Indy. You can find it every Friday in The Indianapolis Star

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Residents may share cost of sewer

Staff Report

NOBLESVILLE, Ind. — Residents of a Clay Township subdivision will likely have to pick up part of the tab to alleviate their water woes, county officials decided Monday.

The 36 homeowners in the Meridian Suburban neighborhood near 111th and Meridian streets would share the costs, along with the county and possibly nearby businesses, to rebuild a storm sewer along Tottenham Drive.

HAMILTON COUNTY

The sewer is clogged with collapsed tiles and tree roots, highway department officials learned by sending a small video camera through the pipe.

As a result of the clogged drain, storm water coming from a nearby woods backs up in the subdivision.

Under a plan approved unanimously Monday by the Hamilton County Commissioners, the county will spend

\$55,000 to \$70,000 to rebuild the 1,000 feet of the 12-inch sewer, as well as a small section of pipe along 111th Street.

Residents were skeptical the plan would resolve the high waters.

"It's always been a problem, and I don't think a 12-inch main will make any difference," said resident Earl Schleicher.

The flooding has been occurring during heavy rains for at least 35 years, he said.

Daily Ledger Oct. 15, 1996

County hears tales of flood woes

Commissioners approve petition for drain, but residents must foot bill

By CYNTHIA MOOTHART-O'BANNON
Ledger county writer

NOBLESVILLE — Residents of the Meridian Suburban subdivision off 111th Street in Clay Township could have relief from some of their flooding problems — but it will come at a cost.

Hamilton County commissioners Monday voted to send a petition to the county drainage board asking for a regulated drain in the area. If approved, the county would take responsibility for the drain and levy a tax on area homeowners to cover costs.

During heavy storms, water rushes over 111th Street from the north and floods the area. Pictures provided by residents showed excess water has been a problem in their neighborhood for more than 30 years.

The county commission approved the petition after the highway department offered three possible solutions: regulate the drain, make repairs within the county's right of way or replace broken tiles with new ones of equal size.

The third solution was not recommended by Highway Director Tom Stevens because flooding would still be a problem.

"The same size tile could adequately carry water from the subdivision, but it would still not handle the water coming over 111th Street," he said.

Communications center to get new equipment

Daily Ledger

NOBLESVILLE — Hamilton County Commissioners approved an additional \$1,300 appropriation for the Carmel-Clay Communications Center to update equipment.

The extra funding has already passed the county's 9-1-1 committee and the county council.

The Communications Center dispatches emergency vehicles for Carmel and Clay Township.

Resident Michael Granger said the system has not totally broken down and asked the county only to fix problem areas. Homeowners wouldn't be assessed a fee if broken tiles were replaced.

A videotape played at the meeting showed misaligned joints, broken manhole covers, collapsed and leaking tiles and tree roots growing in the drainage system.

If the county drainage board approves the petition, all residents within the watershed will help pay for the new drain.

The county has no estimates for the project's cost.

After two years, agreement reached on HSE water needs

Daily Ledger

NOBLESVILLE — As of Monday, the addition to Hamilton South-eastern High School is guaranteed running water when it opens to students in December.

The Hamilton County Commission, the county highway department and school district representatives pounded out an agreement to allow water lines to cross under Ohio Road at 146th Street. Hooking into the Fishers utility was necessary to ensure a sufficient water supply for the 160,000-square-foot addition.

Water is provided by wells on site, but they are not adequate to provide future water needs, which are expected to nearly triple when the addition opens, said schools Superintendent Chuck Leonard.

Agreement finally came after the school district said it would pay to

relocate that section of water line should Ohio Road be widened in upcoming years. The county hasn't pinned down a construction date for the project.

The agreement has taken nearly two years to complete. Who would pay those charges had been a question that plagued the process.

The school is hooking into Fishers water and sewer for three reasons, said Leonard: the utility regulatory commission requires schools to hook into them if available, current sources aren't adequate and the new fire sprinkler system requires more water than can be provided by wells.

The school will keep some of its wells to water recreation fields.

The school also will close down its wastewater treatment facility south of the school next year.



SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 188

One Hamilton County Square

Noblesville, Indiana 46060-2230

TO: Meridian Suburban Subdivision Residents

December 16, 2002

RE: Reconstruction Project

ITEM: Final Grading

This letter is just a reminder that a work order will be issued in the spring of 2003 to level and reseed the settled and disturbed areas resulting from the reconstruction.

If you have any questions please contact the Hamilton County Surveyor's Office at 317-776-8495

Sincerely,

Stephen Baitz

- ✓ 17-13-02-03-02-004.000 Clay
39 111th St W Carmel
- ✓ Ruden [Ruden, Susan L & Jeffery S Jacob]
39 111th St W Carmel, IN 46032
- 17-13-02-03-02-005.000 Clay
31 111th St W Carmel
- ✓ Philip [Philip L Conklin Trustee]
31 111th St W CARMEL, IN 46032
- 17-13-02-03-03-001.000 Clay
11 111th St W Carmel
- ✓ Schleicher [Earl H & Julia Schleicher I]
11 111th St W Carmel, IN 46032
- 17-13-02-03-03-002.000 Clay
11035 Tottenham Dr Carmel
- ✓ Renschler [John W Renschler]
11035 Tottenham Dr CARMEL, IN 46032
- 17-13-02-03-03-003.000 Clay
11025 Tottenham Carmel
- ✓ Chambers [Charles M & Adrienne Chambers]
11025 Tottenham DR Carmel, IN 46032
- 17-13-02-03-03-004.000 Clay
11015 Tottenham Carmel
- ✓ Scott [Robt E & Carol J Scott]
11015 Tottenham DR Carmel, IN 46032
- 17-13-02-03-03-005.000 Clay
11005 Tottenham Carmel
- ✓ Yang [Tongchee Y & Pang Vang Yang]
11005 Tottenham DR Carmel, IN 46032
- 17-13-02-03-03-006.000 Clay
10951 Tottenham Carmel
- ✓ Stickle [Bruce H Stickle]
4251 Twilight DR Indianapolis, IN 46254
- 17-13-02-03-03-007.000 Clay
10941 Tottenham Carmel
- ✓ Bickers [Bickers, Wesley H Sr & Carlene E]
10941 Tottenham DR Carmel, IN 46032
- 17-13-02-03-03-008.000 Clay
10931 Tottenham Carmel
- ✓ Owens [Michael E & Sherry Owens]
3804 Lafayette RD C/o Greg W Mahler Indianapolis, IN 46254
- 17-13-02-03-03-009.000 Clay
10921 Tottenham Carmel
- ✓ Joshua [Joshua D & Myah A St John]
10921 Tottenham Dr CARMEL, IN 46032
- 17-13-02-03-03-010.000 Clay
10911 Tottenham Carmel
- ✓ Courtney [June A Courtney]
10911 Tottenham DR Carmel, IN 46032
- 17-13-02-03-03-011.000 Clay
10901 Tottenham Carmel
- ✓ Graff [Rodney Graff]
10901 Tottenham Dr CARMEL, IN 46032
- 17-13-02-03-03-012.000 Clay
10845 Tottenham Carmel
- ✓ Mulrey [Mulrey, John T Sr & Jo Ann]
10845 Tottenham DR Carmel, IN 46032

14

Done