



Kenton C. Ward, CFM Surveyor of Hamilton County Phone (317) 776-8495 Fax (317) 776-9628 Suite 188 One Hamilton County Square Noblesville, Indiana 46060-2230

December 10, 2012

To: Hamilton County Drainage Board

Re: John Roe Drain Reconstruction & Relocation - Reynolds Farm Equipment

Attached is a petition and plans for the proposed relocation of the John Roe Drain. The relocation is being proposed by Reynolds Farm Equipment. The proposal is to reconstruct the John Roe Drain from Sta. 10+00 which is the proposed west property line for Reynolds Farm Equipment, to Sta. 18+60 of the John Roe Drain, then west along the south right of way for 276th Street ending at Little Cicero Creek.

The new drain shall consist of those lengths of pipes between the following structures as shown on the plans by Silver Creek Engineering, dated 09-17-2012, and having job number 12260. The new drain will intercept the existing John Roe Drain at station 10+00 with new structure number 122, thence to Structure 121, 120, and 119 which is the outlet at Little Cicero Creek.

This line will consist of the following lengths:

48" RCP - 579 ft

38" x 60" ERCP – 782 ft

The portion of the new drain between Structure 120 and 119 parallels 176th Street on the south side of the road. The new drain will lie approximately 45 feet south of the existing edge of pavement on the south side of 276th Street.

1361

The total length of new tile shall be \$12 feet. The 860 feet of original 10 inch drain between Sta. 10+00 and Sta. 18+60 of the original description and Arm 1, which consists of 227 feet of 8 inch drain, shall be vacated. Sta. 18+60 is the existing catch basin on the main tile of the John Roe Drain located the south side of 276th Street. The existing portion of the John Roe Drain between Sta. 18+60 and Sta. 23+10 shall remain

as active regulated drain. This proposal will reduce the overall total footage of the John Roe Drain by 27 β feet.

The cost of the relocation is to be paid by Reynolds Farm Equipment. The engineers estimate for the construction is \$123,000.00. The required performance bond of 120% of the engineers estimate is \$147,600.00

The petitioner has provided the performance bond as follows:

Name of Bonding Company: Cincinnati Insurance Company

Bond Number: B0296450

Bond Date: January 7, 2013

Bond Amount: \$147,600.00

Bond Term: 2 years

The statutory 75 foot easement will be reduced by Non-Enforcement of Drainage Easement on Individual Tracts to a distance of 25 feet on both sides of the centerline of the new pipe as described in this report.

Because the proposed reconstruction will be done upon the petitioner's property at the petitioner's expense it meets the requirements of I.C. 36-9-27-52.5 for a hearing. Therefore, I recommend approval by the Board at this time.

Sincerely

Kenton C. Ward

Hamilton County Surveyor

KCW/adc

HAMILTON COUNTY DRAINAGE BOARD NOBLESVILLE, INDIANA

IN RE: JOHN ROEDRAIN

Hamilton County, Indiana

Mark A. Thomas Notary Public State of Indiana County of Hamilton

PETITION FOR RELOCATION AND RECONSTRUCTION

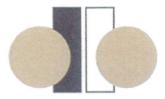
Expires : Jan. 13, 2016 BOXK FAMILY LP (hereinafter Petitioner"), hereby petitions the Hamilton County Drainage Board for authority to relocate and improve a JOHN ROE section of the Drain, and in support of said petition advises the Board that: OFFICE OF HAMILTON COUNTY SURVEYOR JOHN ROE Petitioner owns real estate through which a portion of the Drain runs. Petitioner plans to develop its real estate with roads, buildings, utilities, storm drains, 2. sanitary sewers and other structures. 3. Petitioner's proposed development of its real estate will require relocation and JOHN ROE reconstruction of a portion of the Drain, as specifically shown on engineering plans and specifications filed with the Hamilton County Surveyor. 4. The work necessary for the proposed relocation and reconstruction will be undertaken at the sole expense of the Petitioner and such work will result in substantial improvement to JOHN ROE Drain, without cost to other property owners JOHN ROE on the watershed of the Drain. 5. Proposed relocation and reconstruction will not adversely affect other land owners within the drainage shed. 6. Petitioner requests approval of the proposed relocation and reconstruction under IC 36-9-27-52.5. WHEREFORE, Petitioner requests that an Order issued from the Hamilton County JOHN ROE Drainage Board authorizing relocation and reconstruction of the Drain, in conformance with applicable law and plans and specifications on file with the Hamilton County Surveyor. Say Reynolds

Back FAMILY LP

Signed

Signed

Lawrence L. Beck



design & build CORPORATION

December 18, 2012

Reynolds Farm Equipment 1451 East 276th Street Atlanta, IN 46031

Estimated cost from Structure 123 through structure 119 per drawings provided by Silver Creek Engineering:

Install Tide Flex valve STR 119		1 ea
Excavate & install 38"x 60" ERCP		233 lf
Excavate & install STR 120		1 ea
Excavate & install 48" RCP		289 lf
Excavate & install STR 121		1 ea
Excavate & install 48" RCP		290 lf
Excavate & install STR 122		1 ea
Excavate & install 12" RCP		67 lf
Excavate & install STR 123		1 ea
Install #8 stone bedding per plans		
Install granular backfill per plans		
Install rip rap at ditch per plans		
Install rip rap at outlets per plans		

PRICE

Price for materials as above, taxes, labor and freight the total sum of One Hundred Twenty Two Thousand Eight Hundred Seventy Four Dollars (\$122,874.00)

Cordially,

Scott Eiker

Scott Eiker President

THE CINCINNATI INSURANCE COMPANY

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Design and Build Corporation

10029 E 126th Street Fishers, IN 46038

SURETY (Name and Principal Place of Business):

THE CINCINNATI INSURANCE COMPANY 6200 S. GILMORE ROAD FAIRFIELD, OHIO 45014-5141

OWNER (Name and Address):

Hamilton County Board of Commissioners One Hamilton County Square

Noblesville, IN 46060

CONSTRUCTION CONTRACT

Date:

January 7, 2013

Amount:

\$147,600

Description (Name and Location):

BOND

Installation of storm piping in the legal drain and road right of way

Date (Not earlier than Construction Contract Date):

Amount:

January 7, 2013

\$147,600

Modifications to this Bond:

☐ None

See Page 3

CONTRACTOR AS PRINCIPAL

Company:

Corporate Seal)

SURETY

Company:

(Corporate Seal)

THE CINCINNATI INSURANCE COMPANY

Signature:

Signature:

Name and Title: J Scott Eiker

Name and Title:

John D Null, Attorney-in-fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

H J Spier Co Inc

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

8250 Woodfield Crossing Blvd #330

Indianapolis, IN 46240

S-2100-AIA-A312 (6/08) PERFORMANCE BOND

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default: and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - **4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected

- with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - **6.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - **6.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - **6.3** Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

- 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that

this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract
- **12.2** Construction Contract: The agreement betwen the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- **12.3** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- **12.4** Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

This Bond will remain in full force and effect untill all outstnading requirements of the Owner are resolved and the Owner releases the Bond. The requirement for release includes storm sewer inspections and engineer's Certificate of Completion and Compliance being filed as-built or record drawings being submitted and accepted and any other requirements of Surety release as outlined in the Hamilton County Stormwater Management Technical Standars Manual.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corporate Seal)	Company: (Corporate Seal)
	THE CINCINNATI INSURANCE COMPANY
n of SIZ	
Signature: Nott Life	Signature: John Ville
Name and Title: J. SLOTT EIKER	Name and Title: John D. Nall Uf
Address: Fishers IN	Address: Indianagolis IN

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

OWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint Herbert J. Spier; John S. Null; Donald R. Brown; Michael J. Glaser; John D. Null

Judy A. Lamm; Cynthia St. John; Tracie M. Fornuto; James G. Null and/or Karen Kay Bantér

of Indianapolis, Indiana

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

One Million and No/100 Dollars (\$1,000,000.00). This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 1st day of March, 2002.

CORPORATE SEAL

STATE OF OHIO COUNTY OF BUTLER THE CINCINNATI INSURANCE COMPANY

Senior Vice President

On this 1st day of March, 2002, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO

My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

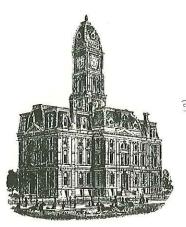
day of

22

This copy is from the Digital Archive of the Hamilton County Surveyor's Office; Noblesville, In 46060

CORPORATE SEAL

this





Kenton C. Ward, CFM Surveyor of Hamilton County Phone (317) 776-8495 Fax (317) 776-9628 Suite 188 One Hamilton County Square Noblesville, Indiana 46060-2230

To: Hamilton County Drainage Board

January 29, 2015

Re: John Roe Drain - Reynolds Farm Equipment Relocation

Attached are as-builts, certificate of completion & compliance, and other information for Reynolds Farm Equipment Relocation. An inspection of the drainage facilities for this section has been made and the facilities were found to be complete and acceptable.

During construction, changes were made to the drain, which will alter the plans submitted with my report for this drain-dated December 10, 2012. The report was approved by the Board at the hearing held December 10, 2012. (See Drainage Board Minutes Book 14, Pages 445-446) The changes are as follows: the 48" RCP was lengthened from 579 feet to 582 feet. The 38" x 60" ERCP was shortened from 782 feet to 649 feet.

The length of the drain due to the changes described above is now **1231 feet**. It should be noted that this project removed 1087 feet of the original 8" and 10" tile. Therefore, the project added 144 feet to the drains overall length.

The non-enforcement was approved by the Board at its meeting on January 26, 2015 and recorded under instrument #2015003582.

The following sureties were guaranteed by Cincinnati Insurance Co. and released by the Board on its January 12, 2015 meeting.

Bond-LC No: B0296450 Insured For: Storm Sewers Amount: \$147,600.00

Issue Date: January 7, 2013

I recommend the Board approve the drain's construction as complete and acceptable.

Sincerely,

Kenton C. Ward, (

Hamilton County Surveyor

KCW/slm

