



## TriCo Regional Sewer Utility

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www.TriCo.eco Phone (317) 844-9200 Fax (317) 844-9203

### **CAPITAL & CONSTRUCTION COMMITTEE MEETING**

Monday, March 2, 2020 at 4:30 P.M.

10701 N. College Ave, Suite A, Indianapolis, IN 46280

#### **AGENDA**

1. Public Comment
2. Dedications
3. Citizens-Byrum Sewer Service
4. Carmel Clay School Corporation Sewer Service Agreement
5. Capital Purchase: Bobcat 5600 Utility Work Machine
6. Capital Project Updates
7. Other Business

Next Scheduled C&C Meeting: Monday, April 6, 2020 at 4:30 pm



## MEMORANDUM

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**To:** Capital and Construction Committee

**From:** Wes Merkle

**Date:** February 26, 2020

**Subject:** Dedications

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Estates at Towne Meadow sanitary sewers are complete and ready for dedication. Staff is recommending acceptance of these sewers.

Recommended Action: Accept the dedication of Estates at Towne Meadow sanitary sewers.



## MEMORANDUM

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**To:** C&C Committee  
**From:** Andrew Williams  
**Date:** February 25, 2020  
**Subject:** Citizens / Byrum Service Agreement

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Citizens Energy Group has submitted the attached Term Sheet dated February 21, 2020.

- The initial wholesale term they proposed has been shortened from 15 to 12 years
- They added language providing a monetary remedy to TriCo in the event Citizens Westfield has not commenced direct retail service to the Byrum property upon the expected termination of the wholesale arrangement.
- They also added the proposal that now provides that if Citizens Westfield fails to connect the Byrum property to its collection system and commence direct retail service by a date certain, it will, at TriCo's request, work with TriCo to transfer the Byrum property from Citizens Westfield's service area to TriCo's service area.

Representatives from Citizens Westfield will attend the C&C Committee Meeting.

**Proposed Wholesale Wastewater Service Agreement**  
**Citizens Westfield Wastewater and TriCo Regional Sewer Utility**  
**Term Sheet – February 21, 2020**

**Purpose:** TriCo Regional Sewer Utility (TriCo) to provide wholesale wastewater service to Citizens Wastewater of Westfield, LLC (“Citizens Westfield”) in order to facilitate Citizens Westfield’s provision of retail wastewater utility service to the proposed Highlands Latin School (the “School”) project to be constructed on property currently under contract for sale by the Byrum Family Partnership (“Byrum”) to the School, located at 3810 W. 146<sup>th</sup> Street (the “Property”) in the City of Westfield.

**Terms:**

1. Capacity: Wholesale treatment and interceptor capacity will be sized for TriCo to provide Citizens Westfield service on an equivalent 18 EDU capacity.
2. Wholesale Connection: Citizens Westfield will be responsible to construct a gravity main extension that would extend from the Property and connect to the TriCo system directly south of 146<sup>th</sup> Street to an appropriate access point on the existing TriCo wastewater system (the “Citizens Gravity Main Extension”).
3. Capacity Fee (non-refundable): Citizens Westfield will pay a one-time fee to TriCo of \$34,344 (18 EDU x \$1,908) for treatment capacity.
4. Interceptor Fee (non-refundable): Citizen Westfield will pay TriCo a one-time fee of \$130,848.25 (32.11 acres x \$4,075) for interceptor capacity.
5. Monthly Service Charges: Citizens Westfield will pay TriCo’s standard non-residential tariff rate for wholesale flows sent from the Citizens Gravity Main Extension to the TriCo system.
6. Term:
  - a) The initial term during which the wholesale arrangement described in this term sheet will remain in effect will be 12 years and may be extended for subsequent terms as follows. Three years prior to the expiration of the then current term, TriCo and Citizens Westfield will have six months to discuss and decide whether to extend the arrangement for an additional five-year term. Following such six-month discussion period, if either TriCo or Citizens Westfield chooses not to extend the wholesale arrangement beyond the then current term, the party desiring not to extend the arrangement will provide the other party written notice of such decision within 30 days.
  - b) In the event either party provides notice that it does not desire to extend the then current term of the wholesale arrangement in accordance with (a) above, Citizens Westfield will disconnect its facilities from the TriCo system and connect the Citizens Westfield collection system directly to the School’s facilities located on the Property. Citizens Westfield will complete such disconnection from the TriCo system and connection to the School’s facilities in a time frame such that Citizens Westfield is able to commence providing direct retail service to the School immediately upon termination of the wholesale arrangement. Upon Citizens Westfield’s commencement of direct retail service to the School, TriCo will have no further obligations to provide any service to Citizens Westfield or any owner or resident of the Property.
  - c) If Citizens Westfield is not able to commence providing direct retail service to the School immediately upon termination of the wholesale arrangement, Citizens Westfield will pay TriCo \$800 per month (in addition to the non-residential tariff rate for wholesale flows paid under paragraph 5 above) until such time as Citizens Westfield is able to commence providing direct retail service to the

School; provided, however, that if Citizens Westfield has not commenced providing direct retail service to the School within two years of the termination of the wholesale arrangement, Citizens Westfield will, upon TriCo's request, work with TriCo to transfer the Property from the Citizens Westfield service area to the TriCo service area such that the School (or the then current owner or resident of the Property) will become TriCo's direct retail customer.

**Disclaimer: It is Citizens Westfield's intent to present the above proposal to the TriCo Capital and Construction Committee for consideration at its March 2, 2020 meeting and thereafter to present it to the TriCo Board during its March 9, 2020 meeting. Any final agreement is subject to, among other things, receipt of all internal and external consents and approvals deemed necessary or advisable by a party in its sole discretion.**



## MEMORANDUM

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**To:** Capital and Construction Committee

**From:** Wes Merkle

**Date:** February 26, 2020

**Subject:** Carmel Clay School Corporation  
Sewer Service Agreement

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Carmel Clay School Corporation (CCS) is moving forward with construction of a new elementary school on Clay Center Road north of 116<sup>th</sup> Street. This project includes the extension of deep (oversized) sewer from Jackson's Grant westward to Clay Center Road. This sewer allows TriCo to one day serve the undeveloped area west of Clay Center Road and allow TriCo to eliminate Lift Station 21 (High Grove).

TriCo staff worked with CCS staff to draft a sewer service agreement covering oversized sewer construction. Staff used the Jackson's Grant agreement from 2014 and modified it for CCS's project. TriCo will reimburse CCS \$81,342 for sewer oversizing costs via credit towards interceptor and availability fees.

Recommended Action: Approve the sewer service agreement with CCS.

## **SEWER SERVICE AGREEMENT**

This AGREEMENT, made and entered into as of the date of execution by the last party signatory hereto (hereinafter referred to as "Effective Date") by and between TRICO REGIONAL SEWER UTILITY, a political subdivision and municipal corporation organized and existing under the laws of the State of Indiana ("District"), and CARMEL CLAY SCHOOL CORPORATION, a political subdivision and municipal corporation organized and existing under the laws of the State of Indiana ("CCS").

WITNESSETH THAT:

WHEREAS, the District is organized for the purpose of designing, constructing and operating sanitary sewers and related facilities to collect, convey, treat and dispose of wastewater from residences, businesses, industries and institutions located within the boundaries of the District; and

WHEREAS, CCS owns or has under contract to purchase approximately 35 acres of real estate in Hamilton County, Indiana, generally located east of Clay Center Road and north of 116<sup>th</sup> Street, but more particularly described in Exhibit A attached hereto and incorporated herein by reference the "CCS Real Estate", on which CCS proposes to construct a new elementary school; and

WHEREAS, CCS has requested that the District provide sewage disposal service to CCS Real Estate which is within the service area of the District, and the District is willing to do so upon the terms and conditions set forth herein; and

WHEREAS, in order to make sewage disposal service available to and within the entirety of the CCS Real Estate, it is necessary for CCS to design and construct gravity sewers,

WHEREAS, the District has requested an increase in the capacity or oversizing of the proposed gravity sewer sufficient to handle future wastewater flow from other offsite locations in this drainage basin, hereinafter referred to "Oversized Facilities".

WHEREAS, in order to ensure construction of the Oversized Facilities by CCS, the District is willing to reimburse CCS for the costs incurred by CCS as a result of oversizing the facilities, in excess of the costs that CCS would otherwise incur to construct facilities only to serve CCS Real Estate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the District and CCS agree as follows:

1. The Project. The design, construction and installation of said Oversized Facilities shall hereinafter be referred to as the "Project". CCS's consulting engineer shall prepare plans and specifications for the gravity sewer and on-site force main. The combined set of detailed plans and specifications, once reviewed and approved by the District's Engineering Department, shall be hereinafter referred to as "Plans and Specifications" of the Project.

2. Rights-of-Way and Easements. As required in any case, the Oversized Facilities shall be constructed and installed by CCS in accordance with the Plans and Specifications. All of the Oversized Facilities shall be installed within public rights-of-way or easements granted to the District or granted to others and assigned to the District on easement forms acceptable to the District or on real estate owned by or to be conveyed to the District. CCS shall provide easements to the District for all phases of the development utilizing the form in the attached Exhibit B. Easements shall be provided within sixty (60) days of this Agreement, and prior to any reimbursement being made by the District.

3. Contract Price. In order to serve the public and attempt to safeguard and obtain the oversized facilities at the lowest cost, the CCS will voluntarily request quotes from three or more contractors experienced in this type of work and select the lowest responsible and responsive contractor to install and construct the Oversized Facilities (hereafter referred to as "Contractor").

4. Contractor Selection. Construction shall not commence, however, until the District has approved, in writing, the Contractor(s) selected by CCS to install and construct the Oversized Facilities, which approval shall not be unreasonably conditioned, delayed or withheld. The selected contractor(s) shall comply with insurance requirements in Exhibit C. CCS shall provide the District a copy of the agreement which obligates CCS's selected contractor(s) to install and construct the Oversized Facilities in accordance with the Plans and Specifications.

5. Permits & Licenses. Prior to installing the Oversized Facilities, CCS shall obtain all permits and licenses required for the Project and Oversized Facilities by any governmental authorities or municipal corporations. The District shall assist CCS in obtaining said permits and licenses from governmental authorities or municipal corporations where necessary, by joining with CCS in any application for a permit or license.

6. Review of documents pertaining to construction of Oversized Facilities. Both the District the District's consulting engineer, the CCS, and the CCS's consulting engineer will review and approve contractor(s)' product data and shop drawing submittals, third party testing and inspection reports, change requests, and requests for information.

7. Change Orders. Any changes in scope of work or cost of Oversized Facilities will be appropriately documented via "Change Order". All Change Orders must be approved by both the District and the CCS prior to execution. The parties acknowledge that Change Orders may include any unforeseen conditions, including excessive de-watering, rock mitigation, blasting, and remediation of unsuitable soil conditions. Contractor(s) shall notify the CCS and the District promptly after discovering unforeseen conditions and make reasonable efforts to document such conditions. CCS and the District agree to work together in negotiating changes in scope or cost of Oversized Facilities with Contractor(s).

8. Construction Observation. The Oversized Facilities shall be constructed and installed under the observation of the District's Inspector to ensure conformance to the approved Plans and Specifications.

9. Conveyance of the Oversized Facilities. Following the construction of the Oversized Facilities and the connection to the District's existing system in accordance with the specifications of the District and payment by District of all Oversizing Reimbursement due, CCS shall convey and dedicate the Oversized Facilities to the District in accordance with District ordinances and policies. Following conveyance, the Oversized Facilities shall become part of the sewage disposal system of the District and be under the full control, authority and jurisdiction of the District, and the District shall have full and exclusive responsibility for the operation, control, maintenance and repair of said Oversized Facilities.

10. Project Costs and Reimbursement. The cost of the Project and the Oversized Facilities (hereinafter referred to as the "Project Costs,") shall be paid by the CCS and reimbursement issued by the District for the related oversizing cost ("Oversizing Reimbursement") as specified in the Exhibit D Project Cost Table. Oversizing Reimbursement shall include approved Change Orders, where the District and CCS have agreed to an equitable distribution of changed costs as they relate to Oversized Facilities. Full and final Oversizing Reimbursement will be paid by the District to the CCS upon satisfactory completion of each segment of the Oversized Facilities; partial reimbursement will be made following the District's review and approval of contractor(s)' monthly progress payments in the amount of the District's Oversizing Reimbursement related to such progress payments. For each segment of Oversized Facilities, the amount of the Oversizing Reimbursement divided by total Project Costs shall be the percentage comprising the District's share of Project Costs (the "District Share"). Requests for reimbursement by CCS shall be received by the District at least five days prior to the first Monday of each month; the District shall release payment no later than the second Thursday of each month. CCS will promptly pay Contractor(s) amount due, less applicable retainage, following receipt of District reimbursement. As noted in Section 2 above, no reimbursement will be made until the District has received all easements from CCS. (Note: Fees, contribution in excess due to proceed with construction)

12. Engineering and Construction Observation Fees. CCS will pay all fees charged by CCS's consulting engineer. The District will pay 50 percent of construction observation costs and CCS will 50 percent of construction observation costs attributed to oversized gravity sewers.

13. Project Timing. CCS plans to complete sanitary sewer construction in 2020.

14. Miscellaneous.

(a) This Agreement shall at all times be construed and interpreted to be consistent with the rights, powers and duties of the District under the laws of the State of Indiana, applicable rules and regulations of the United States Environmental Protection Agency, Indiana Department of Environmental Management, and the ordinances, rules, regulations and policies of the District.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, personal representatives and assigns (to the extent not inconsistent herewith). This Agreement shall neither be assigned by CCS nor the District without the written consent of the non-assigning party, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) No amendment or modification of this Agreement shall be effective unless contained in a written document executed by the parties hereto (or their successors, personal representatives or assigns).

(d) Failure of either party hereto to insist upon strict performance of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.

(e) In the event any provision of this Agreement is declared unlawful or unenforceable by a Court of competent jurisdiction the remaining provisions of this Agreement shall remain in full force and effect.

(f) In the event of any controversy, claim or dispute between the parties arising out of or related to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses in connection with such controversy, claim or dispute. However, prior to either party filing suit, the parties shall participate in pre-suit mediation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates set forth below.

TRICO REGIONAL SEWER UTILITY

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Andrew Williams, Utility Director

CARMEL CLAY SCHOOL CORPORATION

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**CCS Real Estate**



**Exhibit B**  
**Sanitary Sewer Easements**



EXHIBIT "B"



PROJECT:  
NEW  
CARMEL ELEMENTARY SCHOOLS  
FOR  
CARMEL CLAY SCHOOLS  
CARMEL, INDIANA

REVISIONS

Rev. #	Description	Date
1	ISSUED FOR PERMITS	12/15/2011
2	ISSUED FOR PERMITS	12/15/2011
3	ISSUED FOR PERMITS	12/15/2011
4	ISSUED FOR PERMITS	12/15/2011
5	ISSUED FOR PERMITS	12/15/2011

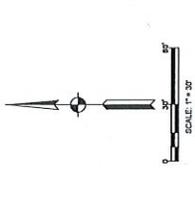
DATE: 08/24/10  
DRAWN BY: BK  
CHECKED BY: BK

DRAWING TITLE:  
PLAN & PROFILE  
(SANITARY)



DRAWING NUMBER:  
C506  
PROJECT NUMBER:  
18095

SCALE: HORIZ.: 1"=50'  
VERT.: 1"=5'

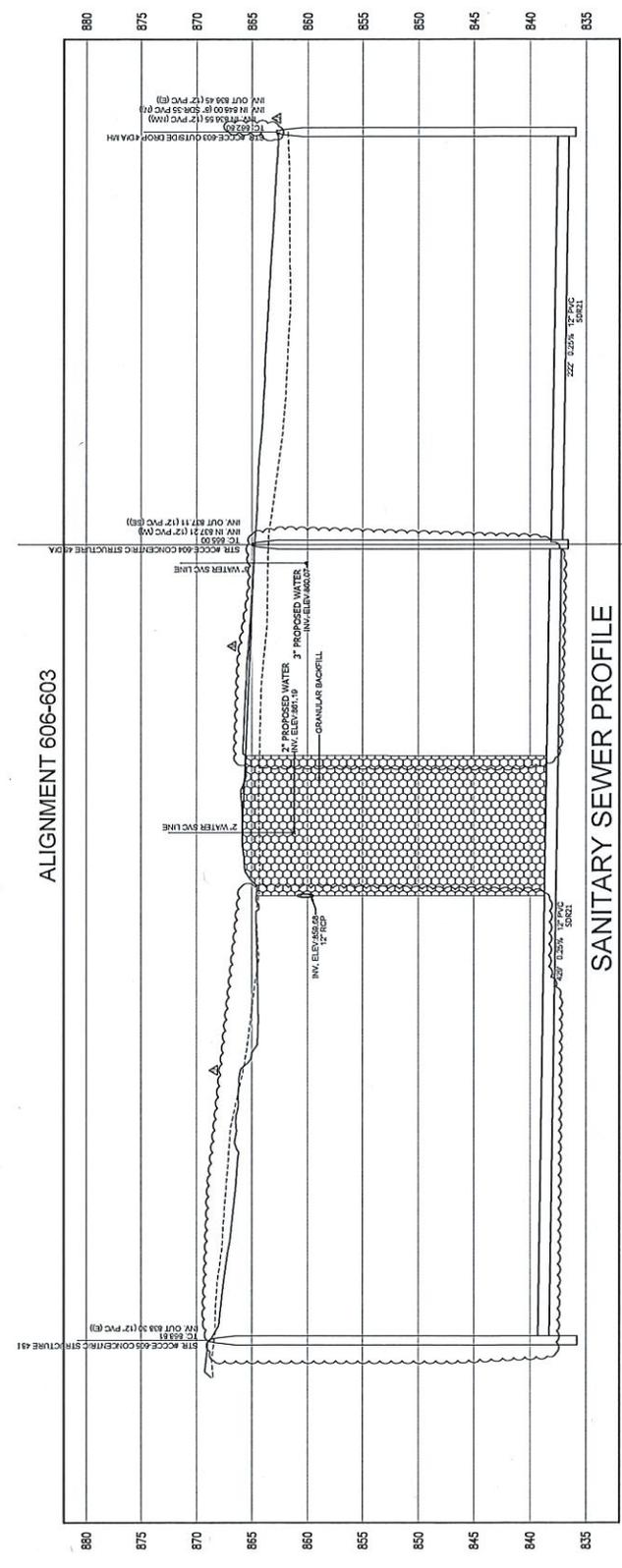


- GENERAL NOTES**
- TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL AND STATE STANDARDS.
  - ALL CONSTRUCTION ACTIVITY ON THIS SITE TO BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS FOR WORKER SAFETY.
  - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS. LOCATING UTILITIES SHALL MINIMIZE DAMAGE TO EXISTING UTILITIES.

**NOTE:**  
INSTALL ALL DEPTH GRANULAR BACKFILL WHEN UTILITY IS WITHIN 5' OF PAVEMENT.



SANITARY SEWER PLAN



SANITARY SEWER PROFILE

DATE: 08/24/10 09:47 AM 18095 - SANITARY SEWER PLAN & PROFILE - 001 - SHEET 1 OF 12 - 12/15/2011 2:18:18 PM 18095 - 18095 - 12/15/2011 2:18:18 PM 18095 - 18095 - 12/15/2011 2:18:18 PM

EXHIBIT 'B'



PROJECT:  
**NEW  
 CARMEL ELEMENTARY SCHOOLS  
 FOR  
 CARMEL CLAY SCHOOLS**  
 CARMEL, INDIANA

Notes:  
 1. All work shall be in accordance with the Indiana Department of Transportation (INDOT) Standard Specifications for Road and Bridge Construction, 2018 Edition.  
 2. All work shall be in accordance with the Indiana Department of Transportation (INDOT) Standard Specifications for Road and Bridge Construction, 2018 Edition.  
 3. All work shall be in accordance with the Indiana Department of Transportation (INDOT) Standard Specifications for Road and Bridge Construction, 2018 Edition.  
 4. All work shall be in accordance with the Indiana Department of Transportation (INDOT) Standard Specifications for Road and Bridge Construction, 2018 Edition.

Rev. #	Description	Date
1	ISSUED FOR PERMIT	11/20/2018
2	REVISED PER COMMENTS	12/10/2018
3	REVISED PER COMMENTS	12/10/2018
4	REVISED PER COMMENTS	12/10/2018
5	REVISED PER COMMENTS	12/10/2018

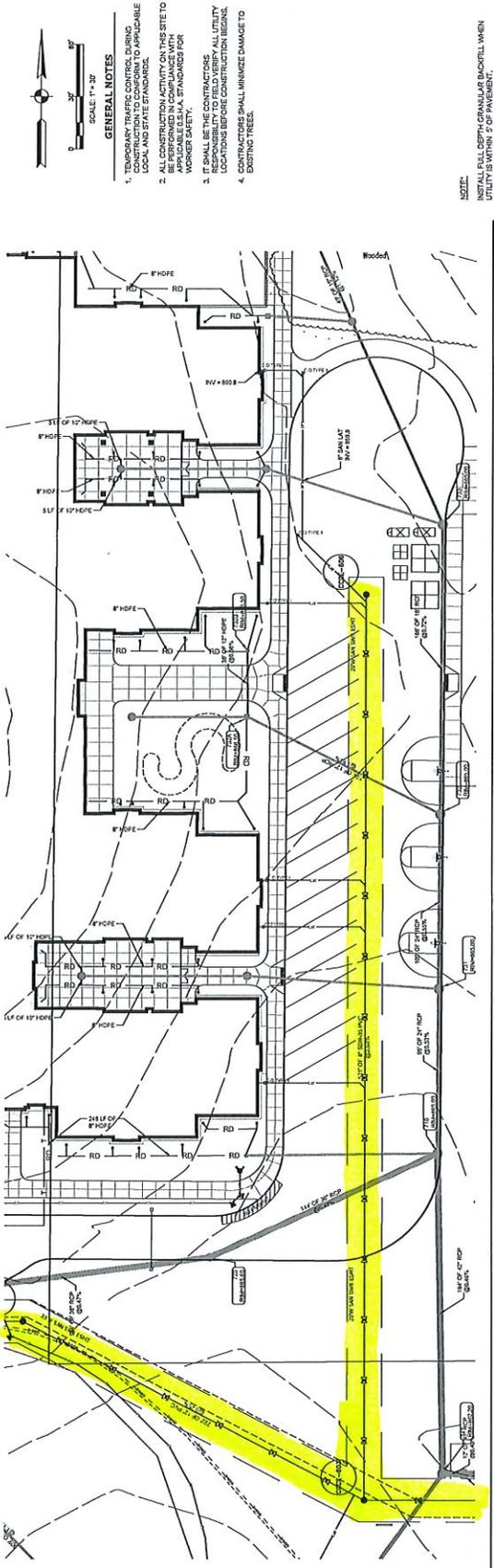
Issue Date: 08/21/19  
 Drawn By: SO  
 Checked By: MK

Drawing Title:  
**PLAN & PROFILE  
 (SANITARY)**



Drawing Number:  
**C-520**

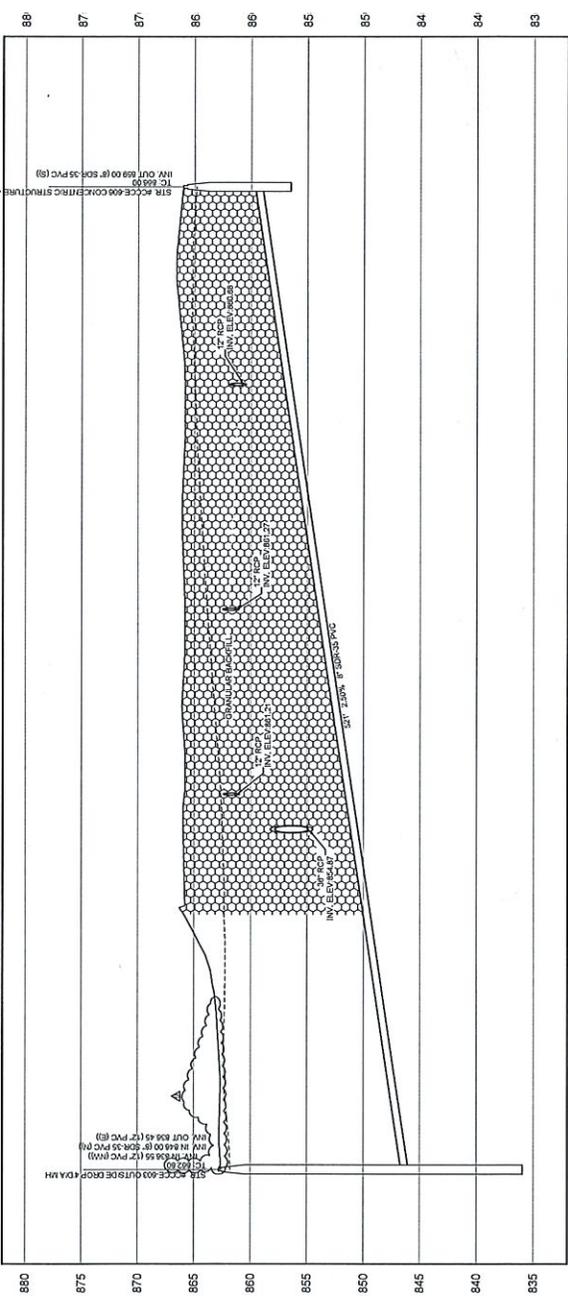
Project Number:  
**18095**



- SCALE: 1"=30'
- GENERAL NOTES**
- TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL AND STATE STANDARDS.
  - ALL CONSTRUCTION ACTIVITY ON THIS SITE TO BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS FOR WORKER SAFETY.
  - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS. EXISTING UTILITIES SHALL BE PROTECTED AND EXPOSED UTILITIES SHALL BE REPAIRED OR REPLACED.
  - EXISTING TREES SHALL BE PROTECTED AND MAINTAINED.

**NOTE:**  
 INSTALL FULL DEPTH GRANULAR BACKFILL WHEN UTILITY IS WITHIN 5' OF PAVEMENT.

SANITARY SEWER PLAN



SANITARY SEWER PROFILE

SCALE: HORIZ.: 1"=30'  
 VERT.: 1"=5'

## **Exhibit C**

### **Contractor Insurance Requirements**

Contractor shall purchase and maintain during the period of construction, at Contractor's expense, insurance in the minimum amounts indicated below, covering Contractor, CCS, District, and any additional insured requested by CCS, for negligent acts or omissions of Contractor during construction. A certificate of such insurance shall be filed with District and CCS prior to commencement of the Contract Work.

1. Commercial General Liability: \$1,000,000 per occurrence & \$2,000,000 aggregate
2. Auto Liability: \$1,000,000 each accident
3. Umbrella Liability: \$2,000,000 each occurrence
4. Workman's Compensation: Indiana Statutory Amount

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless TriCo, its officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Contractor's obligations under the Contract Documents, provided that any such claim, cost, loss, or damages attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Contract Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, or any individual or entity directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

**Exhibit D  
Project Cost Table**

	Project Cost	"As-needed" Cost	Oversizing Cost
Gravity Sewer	\$268,248	\$186,906	\$81,342

The total Oversizing Reimbursement is \$81,342.



## Memorandum

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**To:** Capital and Construction Committee

**From:** Scot Watkins

**Date:** February 26, 2020

**Subject:** UTV/Skid Steer Replacement

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Staff budgeted \$60,000 for a Bobcat Toolcat 5600 to replace the 20+ year old Skid Steer and 12+ year old Utility Vehicle (UTV). The Toolcat will be able to do the job of both units, thus reducing overall maintenance costs. Three quotes were requested from area Bobcat dealers:

- Bobcat of Anderson - \$55,757.53
- Bobcat of Indianapolis North - \$58,834.00
- Bobcat of Lafayette - \$60,324.00

An \$8,000 trade in for the Skid Steer and an \$2,000 trade in for the UTV was offered by the dealer. Staff believes using the state auction site will net a better value.

Recommended Action: Approve the purchase a Bobcat Toolcat 5600 from Bobcat of Anderson for \$55,757.53, and direct staff to sell the Skid Steer and UTV through the state auction site.



## MEMORANDUM

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**To:** Capital and Construction Committee

**From:** Wes Merkle

**Date:** February 26, 2020

**Subject:** Capital Project Updates

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The following updates are provided for ongoing capital projects. Please refer to the Capital Project Fact Sheets for background information on individual projects.

1. #1802 – Haver Way Sewer Improvements (located southwest of Keystone and 96<sup>th</sup> Street)

Staff is working with property owners to acquire remaining easements. We are also waiting for permit approval from Indianapolis. Bidding is anticipated once permits and easements are secure. Construction is anticipated through the end of 2020.

2. #1901 – Lift Station 14 Parallel Force Main (located along Michigan Road from Austin Oaks to Ansley Park)

Construction is expected to begin in March and last through fall of 2020.

3. #1902 – TriCo WRRF Expansion

Bonds closed February 12 and Notice of Award was promptly sent to Thieneman Construction. A preconstruction meeting will be held shortly with TriCo staff as well as the office contractor Alderson. Thieneman has already started ordering materials and expects to begin work on site mid-March. Construction will run through fall 2021.

Staff continued an extensive value engineering analysis with Thieneman and identified many savings opportunities staff would like to pursue. These items will be documented in one or more change orders and presented to the Board for approval.

4. #1906 – Eagle Creek Outfall Sewer Expansion (located between TriCo WRRF and Eagle Creek to the west)

A statutory offer for the DOW easements was made and legal counsel will file for condemnation if DOW continues to be unresponsive. We will proceed with bidding once the DOW easements are acquired. Construction completion is anticipated in

fall 2020 if easements and bidding are complete soon; however, staff believes construction will more likely get a later start and last until spring 2021.

5. #1910 – Office Unification

Construction contractor Alderson is ordering materials and expects to begin work on site the second week of March, pending installation of temporary office facilities for plant staff and confirmation of critical-path material delivery dates.

Blackline shared preliminary furnishings proposals with staff. Landscape design is nearly complete. Shelly Keefe and Bob Roudebush volunteered as representatives for office and plant staff to assist with remaining building-related decisions.

6. #2001 – Little Eagle Creek Interceptor Extension

Staff plans to run design and construction concurrent with a large single-family development just north of Brookhaven and Fieldstone. The developer plans to go through the zoning and design process this spring. Once their project gets further along, staff will issue an RFP for engineering design services.