INDIANAPOLIS DEPARTMENT OF WATERWORKS
BOARD OF DIRECTORS

RESOLUTION NO. 11, 2005

APPROVAL OF CAPITAL PROJECTS

WHEREAS, the Department of Waterworks (the "Department") has entered into that certain Management Agreement dated as of March 21, 2002 (the "Management Agreement"), with Veolia Water Indianapolis, LLC ("VWI") for the operation of the waterworks assets;

WHEREAS, the Department has certain duties and obligations under the Management Agreement;

WHEREAS, under the terms of the Management Agreement, VWI may be authorized from time to time by the Department, in exchange for payment by the Department of a certain valuable consideration, to undertake certain Capital Projects (as defined in the Management Agreement) as the Department may deem advisable;

WHEREAS, the Board of Directors (the "Board") of the Department desires to authorize the Director of Contracts and Operations in consultation with the Office of Corporation Counsel and the Controller's Office to enter into those certain Capital Projects pursuant to the terms and conditions of those certain Capital Project Authorization documents set forth as Exhibit A through Exhibit F attached hereto and made a part hereof (the "Authorization Documents"); and

WHEREAS, VWI, the Director of Contracts and Operations of the Department and the Office of Corporation Counsel have determined that such Capital Projects set forth in the Authorization Documents are desirable, appropriate and advisable;

NOW, THEREFORE, BE IT RESOLVED by the Board that it hereby approves of the Department's entry into the Authorization Documents;

BE IT FURTHER RESOLVED by the Board that the Director of Contracts and Operations of the Department in consultation with the Office of Corporation Counsel and the Controller's Office is hereby authorized and directed to: (i) prepare, execute and deliver the Authorization Documents and every other document, certificate, instrument, agreement or affidavit as may be necessary, convenient or proper to effectuate the intent and purposes of the Authorization Documents, as appropriate; (ii) prepare, execute and deliver each and every document, certificate, instrument, agreement or affidavit as may be necessary, convenient or proper to effectuate the intent and purposes of these resolutions, as appropriate; and (iii) to take any and all such additional action as may be necessary, convenient or proper to effectuate the intent and purposes of these resolutions, as appropriate; and

BE IT FURTHER RESOLVED by the Board that it ratifies any and all actions of the Director of Contracts and Operations, the Controller's Office and the Office of Corporation Counsel previously undertaken as may have been necessary, convenient or proper to effectuate the intent and purposes of these resolutions.

ADOPTED during a meeting of the Board this 24th day of March 2005.

CONSOLIDATED CITY OF INDIANAPOLIS,
DEPARTMENT OF WATERWORKS,
BOARD OF DIRECTORS

Jack Bayt

Beulah Coughenour

Carmen Hansen-Rivera

Barabara Howard

Dan DeMars

Samuel L. Odle

Attest:

~~S. Michael Hudson,~~ Andrew Klineman
~~Secretary-Treasurer~~ General Counsel

Project Number	Project Name	Amount	Funding Source
2005-155	Bleeder Valve Installation	210,000.00	Cash
	Total	**210,000.00**	

Project Number	Project Name	Current Amount	Change Order Request	Amended Amount	Funding Source
2005-099U	CR 300S-Michigan RD to CR 875E	1,019,651.00	55,675.00	1,075,326.00	Bond
2005-099Y	Moore Road	144,392.00	(55,675.00)	88,717.00	Bond
2005-072B	Terry Airport Main	575,427.00	211,091.00	786,518.00	Bond
CP4-074	New Palestine Elevated Tank	1,518,750.00	34,925.00	1,553,675.00	Bond
	Total Bond Change Orders Amount		**246,016.00**		
2005-171	Asbestos & Lead Paint Removal	10,000.00	40,000.00	50,000.00	Cash
	Total CPA's and Change Orders from Cash Flow		**250,000.00**		

Capital Project Authorization Number: 2005-155

CAPITAL PROJECT TITLE: Bleeder Valve Installation		
CAPITAL PROJECT NUMBER: 2005-155	**TYPE OF PROJECT: Infrastructure**	☒ **DOW Funded Capital Project** ☐ **Bond Funded Capital Project**
ESTIMATED START DATE: April 15, 2005	**ESTIMATED COMPLETION DATE: December 31, 2005**	
CAPITAL PROJECT PRICE: $210,0000		
ATTACHMENTS: (A) Description of Work; (B) _____; (C) _____		

THIS AGREEMENT (also called the "Authorization"), is entered into as of the Effective Date indicated below, by and between **CONSOLIDATED CITY OF INDIANAPOLIS, DEPARTMENT OF WATERWORKS** and **VEOLIA WATER INDIANAPOLIS, LLC** (individually a "Party," and collectively the "Parties"),

WITNESS THAT:

WHEREAS, the Parties have, on March 21, 2002, executed the Management Agreement, which is hereby fully incorporated by reference into this Agreement (NOTE: capitalized terms used in this Agreement shall, unless otherwise specifically stated, be as defined in the Management Agreement), which shall take precedence in the event of any conflict between the terms hereof and those of the Management Agreement; and

WHEREAS, under the terms of the Management Agreement, the Company may be authorized from time to time by the Department, in exchange for the payment by the Department of a certain valuable consideration, to undertake certain Capital Projects as the Department may deem desirable; and

WHEREAS, the Company, when so authorized by the Department, is obliged to execute those Capital Projects in a timely, workmanlike, efficient manner, in full compliance with all Applicable Laws and Prudent Industry Practices; and

WHEREAS, the Parties hereby wish to memorialize their agreement on the particulars of a specific, authorized Capital Project.

NOW, THEREFORE, in consideration of the premises, covenants, agreements and undertakings hereinafter provided, the Parties hereby agree that:

1. **The Capital Project.** By this Authorization, the Department hereby authorizes and directs the Company to undertake and complete the Capital Project described in Attachment A (hereinafter referred to as the "Work"), and to exert its reasonable best efforts to complete the same by the Estimated Completion Date indicated above

2. **Method and Amount of Compensation.** In consideration of the foregoing, the Department shall compensate the Company the Capital Project Price, as the work progresses, in the following manner and amounts:

[ ] Unit Prices:_____

[X] Time and Materials:_____

[ ] Lump Sum:_____

[ ] Combination/Other:_____

Explanatory Note (if req.):_____

PAYMENT: Department shall pay Company on a percentage-of-completion basis as the Work progresses. In no event shall the Department be required to pay for work not yet done.

Company shall submit progress invoices monthly during the course of the Work. Payment will be made by the Department within thirty (30) days of receiving an invoice. Each invoice shall be annotated with the Department's assigned project designation, and shall be in sufficient detail to allow reasonable analysis of the invoice by the Department.

Company accepts exclusive liability for payment of federal and state payroll taxes and for contributions for unemployment insurance, old age pensions, annuities, retirement, and other benefits, imposed under any provision of any law, and measured by remuneration paid or payable by Company to employees of Company engaged in the Project or in any incidental operation. Company will require that each subcontractor who performs any part of the Project accept the same responsibility and liability with respect to employees of that subcontractor.

Contemporaneously with the Department's final payment to Company, Company shall provide the Department with a signed Waiver of Liens from itself and from each and every service provider, vendor, or subcontractor that has provided labor, services, materials or equipment in connection with the Project.

3. **Changes.** The Department may request changes to the Work at any time prior to completion by a written communication to Company. The Company shall promptly provide the Department with a written acknowledgment of such request. This acknowledgment will include a statement of the price and time impact of the change, as well as a recapitulation of the time, materials, and equipment that would be added or deleted by the change. When the Department and the Company have agreed on the price and time impact, they shall execute a Change Order, incorporating the change into this Authorization. Should the Department and Company not come to an agreement on price and/or time impact, the Department shall be free to employ others to implement the desired change, and Company will provide reasonable accommodations so that the work can be done by others.

4. **Termination**. (a) Convenience Termination. At any time after the Effective Date, the Department may with fifteen (15) days notice to the Company, terminate this Authorization for the convenience of the Department. In the event of such termination, then the Department shall be liable to the Company for: (a) all costs incurred by Company up to the effective date of the termination, (b) the cost of terminating any purchase orders and subcontracts, rental agreements, employment contracts and the like, (c) Company's termination costs, including demobilization, severance pay, and relocation costs, plus (d) ten percent (10%) of the value of the terminated portion of the Authorization for unquantified damages. Company shall turn over to the Department, and shall provide any necessary documentation of transfer of title to, any goods which have been paid for by the Department under the preceding provisions. In no event shall the Department be obliged to pay any more than the Capital Project Price (as the same may have been amended from to time by mutual agreement of the Parties) in the event of a termination under this paragraph.

(b) Default. In the event the Company substantially fails to execute the Work as required by this Authorization, despite notice and a reasonable opportunity to cure, then the Department may, with fifteen (15) days notice, terminate the remainder of the Authorization for Company default. In the event of such termination by the Department, then the Department may demand that Company leave the Site, and it may thereupon take whatever reasonable and prudent means are necessary to have the Work completed by others, charging the excess cost thereof to the Company's account.

(c) Termination of the Management Agreement. Should the Management Agreement be terminated before completion of the Capital Project, then this Authorization shall remain in effect until completion of the Work, and the applicable terms of the Management Agreement shall continue to apply as though the Management Agreement had not terminated, until the expiration of the warranty period.

5. **Warranty of Equipment, Materials, and Services**. Company warrants that the equipment, goods, and services provided to the Department under this Authorization shall be free from defects in design, process, material, and workmanship. Should any aspect of the Work prove defective within one year after completion of the Work, the Company shall promptly repair or replace the defective element, without cost to the Department. All manufacturers' warranties, to the extent practicable, shall be made assignable to the Department, and shall be enforced to the benefit of the Department, as appropriate.

6. **Audit**. Should any invoice submitted by Company contain cost or other quantitative data for Work which has been performed on a Unit Price or T&M basis, then Company shall maintain and retain all supporting documentation and calculations for not less than three (3) years after the completion of the Work or termination of the Management Agreement. The Department shall have the right at any reasonable time during that period and during normal business hours to inspect and audit those records by authorized representatives of its own or any third-party consultant selected by it.

Should the audit reveal any discrepancies in the finally invoiced amounts, Company shall refund any overpayments within sixty (60) days of notice thereof, without interest.

7. **Environmental Impacts**. Company agrees to notify the Department as soon as possible should it discover any hazardous material during the course of Company's activities or its subcontractors' activities in carrying out the Work. For the purpose of this clause, "hazardous material" means any waste, substance, object or material deemed hazardous under Applicable Law including, without limitation, "hazardous substance" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act and "hazardous waste" as defined under the Resource Conservation and Recovery Act. If such contamination poses an immediate risk to human health or safety, or to the environment, Company shall immediately take all appropriate measures that in Company's professional opinion are justified to preserve and protect human health or safety, and the environment. Except for contamination caused by Company's willful or negligent conduct, the Department shall, on a "Change Order" basis, reimburse Company for all of Company's costs related to any measures taken to address immediate risks that threaten human health, human safety and the environment.

Each Party agrees to fully indemnify, defend, protect, hold harmless and render whole the other Party from and against any fines, penalties, costs or losses of any kind resulting from any contamination by the indemnifying Party, or those for whom it is responsible.

8. **Entire Agreement**. Along with the Management Agreement and the enumerated attachments, this Authorization comprises the entire agreement between the Parties with respect to the Capital Project and the Work. Accordingly, this Authorization supersedes all prior oral or written proposals, communications or other agreements related to the Capital Project, and it may only be changed by a written instrument, signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have properly executed this Authorization as of the dates indicated below.

The **Department:**	The **Company:**
CONSOLIDATED CITY OF INDIANAPOLIS,	**VEOLIA WATER INDIANAPOLIS, LLC**
DEPARTMENT OF WATERWORKS	
BY: _____	BY: _____
PRINTED NAME: _____	PRINTED NAME: CHUCK VOLTZ
TITLE: _____	TITLE: VICE PRESIDENT CENTRAL REGION
EFFECTIVE DATE: _____	DATE SIGNED: _____

As to **Funding:**	As to **Legal Form:**
CONTROLLER FOR THE CITY OF INDIANAPOLIS	OFFICE OF CORPORATION COUNSEL
_____	_____
Robert J. Clifford, Controller	Andrew I. Klineman, General Counsel
_____	_____
Date	Date

ATTACHMENT A

DESCRIPTION OF WORK

CAPITAL PROJECT #: 2005-155 **PROJECT TYPE:** Infrastructure

CAPITAL PROJECT TITLE: **Bleeder Valve Installation**

TASK ORDER ISSUED TO:
Veolia Water Indianapolis, LLC

PERIOD OF PERFORMANCE:
Start: April 15, 2005
Complete: December 31, 2005

WATER DISTRICT:
IW

DESCRIPTION OF WORK:
Installation of a bleeder valve control structure pending easement acquisition.

SCOPE OF WORK:
Installation of flow control structure: including vault structure, valving, electrical, instrumentation and controls. Location should allow for a pressure district boundary to be created between the Castleton District and the McCordsville Elevated Storage tank.

PROJECT COST:
$210,000

PAYMENT SCHEDULE:
Monthly progress invoices

EXPECTED USEFUL LIFE OF PROJECT:
30 years

Capital Project Authorization Number: 2005-099U-Amended A

CAPITAL PROJECT TITLE: CR300 S – MICHIGAN RD TO CR 875E		
CAPITAL PROJECT NUMBER: 2005-099U	**TYPE OF PROJECT: Infrastructure**	☐ **DOW Funded Capital Project** ☒ **Bond Funded Capital Project**
ESTIMATED START DATE: March 7, 2005	**ESTIMATED COMPLETION DATE: May 1, 2005**	
CAPITAL PROJECT PRICE: From $1,019,651 to $1,075,326		
ATTACHMENTS: (A) Description of Work; (B) _____; (C) _____		

THIS AGREEMENT (also called the "Authorization"), is entered into as of the Effective Date indicated below, by and between **CONSOLIDATED CITY OF INDIANAPOLIS, DEPARTMENT OF WATERWORKS** and **VEOLIA WATER INDIANAPOLIS, LLC** (individually a "Party," and collectively the "Parties"),

WITNESS THAT:

WHEREAS, the Parties have, on March 21, 2002, executed the Management Agreement, which is hereby fully incorporated by reference into this Agreement (NOTE: capitalized terms used in this Agreement shall, unless otherwise specifically stated, be as defined in the Management Agreement), which shall take precedence in the event of any conflict between the terms hereof and those of the Management Agreement; and

WHEREAS, under the terms of the Management Agreement, the Company may be authorized from time to time by the Department, in exchange for the payment by the Department of a certain valuable consideration, to undertake certain Capital Projects as the Department may deem desirable; and

WHEREAS, the Company, when so authorized by the Department, is obliged to execute those Capital Projects in a timely, workmanlike, efficient manner, in full compliance with all Applicable Laws and Prudent Industry Practices; and

WHEREAS, the Parties hereby wish to memorialize their agreement on the particulars of a specific, authorized Capital Project.

NOW, THEREFORE, in consideration of the premises, covenants, agreements and undertakings hereinafter provided, the Parties hereby agree that:

1. **The Capital Project.** By this Authorization, the Department hereby authorizes and directs the Company to undertake and complete the Capital Project described in Attachment A (hereinafter referred to as the "Work"), and to exert its reasonable best efforts to complete the same by the Estimated Completion Date indicated above

2. **Method and Amount of Compensation.** In consideration of the foregoing, the Department shall compensate the Company the Capital Project Price, as the work progresses, in the following manner and amounts:

[X] Unit Prices: $1,075,326.00

[ ] Time and Materials: _____

[ ] Lump Sum: _____

[ ] Combination/Other: _____

Explanatory Note (if req.): _____

PAYMENT: Department shall pay Company on a percentage-of-completion basis as the Work progresses. In no event shall the Department be required to pay for work not yet done.

Company shall submit progress invoices monthly during the course of the Work. Payment will be made by the Department within thirty (30) days of receiving an invoice. Each invoice shall be annotated with the Department's assigned project designation, and shall be in sufficient detail to allow reasonable analysis of the invoice by the Department.

Company accepts exclusive liability for payment of federal and state payroll taxes and for contributions for unemployment insurance, old age pensions, annuities, retirement, and other benefits, imposed under any provision of any law, and measured by remuneration paid or payable by Company to employees of Company engaged in the Project or in any

incidental operation. Company will require that each subcontractor who performs any part of the Project accept the same responsibility and liability with respect to employees of that subcontractor.

Contemporaneously with the Department's final payment to Company, Company shall provide the Department with a signed Waiver of Liens from itself and from each and every service provider, vendor, or subcontractor that has provided labor, services, materials or equipment in connection with the Project.

3. **Changes.** The Department may request changes to the Work at any time prior to completion by a written communication to Company. The Company shall promptly provide the Department with a written acknowledgment of such request. This acknowledgment will include a statement of the price and time impact of the change, as well as a recapitulation of the time, materials, and equipment that would be added or deleted by the change. When the Department and the Company have agreed on the price and time impact, they shall execute a Change Order, incorporating the change into this Authorization. Should the Department and Company not come to an agreement on price and/or time impact, the Department shall be free to employ others to implement the desired change, and Company will provide reasonable accommodations so that the work can be done by others.

4. **Termination**. (a) Convenience Termination. At any time after the Effective Date, the Department may with fifteen (15) days notice to the Company, terminate this Authorization for the convenience of the Department. In the event of such termination, then the Department shall be liable to the Company for: (a) all costs incurred by Company up to the effective date of the termination, (b) the cost of terminating any purchase orders and subcontracts, rental agreements, employment contracts and the like, (c) Company's termination costs, including demobilization, severance pay, and relocation costs, plus (d) ten percent (10%) of the value of the terminated portion of the Authorization for unquantified damages. Company shall turn over to the Department, and shall provide any necessary documentation of transfer of title to, any goods which have been paid for by the Department under the preceding provisions. In no event shall the Department be obliged to pay any more than the Capital Project Price (as the same may have been amended from to time by mutual agreement of the Parties) in the event of a termination under this paragraph.

(b) Default. In the event the Company substantially fails to execute the Work as required by this Authorization, despite notice and a reasonable opportunity to cure, then the Department may, with fifteen (15) days notice, terminate the remainder of the Authorization for Company default. In the event of such termination by the Department, then the Department may demand that Company leave the Site, and it may thereupon take whatever reasonable and prudent means are necessary to have the Work completed by others, charging the excess cost thereof to the Company's account.

(c) Termination of the Management Agreement. Should the Management Agreement be terminated before completion of the Capital Project, then this Authorization shall remain in effect until completion of the Work, and the applicable terms of the Management Agreement shall continue to apply as though the Management Agreement had not terminated, until the expiration of the warranty period.

5. **Warranty of Equipment, Materials, and Services**. Company warrants that the equipment, goods, and services provided to the Department under this Authorization shall be free from defects in design, process, material, and workmanship. Should any aspect of the Work prove defective within one year after completion of the Work, the Company shall promptly repair or replace the defective element, without cost to the Department. All manufacturers' warranties, to the extent practicable, shall be made assignable to the Department, and shall be enforced to the benefit of the Department, as appropriate.

6. **Audit**. Should any invoice submitted by Company contain cost or other quantitative data for Work which has been performed on a Unit Price or T&M basis, then Company shall maintain and retain all supporting documentation and calculations for not less than three (3) years after the completion of the Work or termination of the Management Agreement. The Department shall have the right at any reasonable time during that period and during normal business hours to inspect and audit those records by authorized representatives of its own or any third-party consultant selected by it.

Should the audit reveal any discrepancies in the finally invoiced amounts, Company shall refund any overpayments within sixty (60) days of notice thereof, without interest.

7. **Environmental Impacts**. Company agrees to notify the Department as soon as possible should it discover any hazardous material during the course of Company's activities or its subcontractors' activities in carrying out the Work. For the purpose of this clause, "hazardous material" means any waste, substance, object or material deemed hazardous under Applicable Law including, without limitation, "hazardous substance" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act and "hazardous waste" as defined under the Resource Conservation and Recovery Act. If such contamination poses an immediate risk to human health or safety, or to the environment, Company shall immediately take all appropriate measures that in Company's professional opinion are justified to preserve and protect human health or safety, and the environment. Except for contamination caused by Company's willful or negligent conduct, the Department shall, on a "Change Order" basis, reimburse Company for all of Company's costs related to any measures taken to address immediate risks that threaten human health, human safety and the environment.

Each Party agrees to fully indemnify, defend, protect, hold harmless and render whole the other Party from and against any fines, penalties, costs or losses of any kind resulting from any contamination by the indemnifying Party, or those for whom it is responsible.

8. **Entire Agreement**. Along with the Management Agreement and the enumerated attachments, this Authorization comprises the entire agreement between the Parties with respect to the Capital Project and the Work. Accordingly, this Authorization supersedes all prior oral or written proposals, communications or other agreements related to the Capital Project, and it may only be changed by a written instrument, signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have properly executed this Authorization as of the dates indicated below.

The **Department:**	The **Company:**
CONSOLIDATED CITY OF INDIANAPOLIS, DEPARTMENT OF WATERWORKS	**VEOLIA WATER INDIANAPOLIS, LLC**
BY: _____	BY: _____
PRINTED NAME: _____	PRINTED NAME: CHUCK VOLTZ
TITLE: _____	TITLE: VICE PRESIDENT CENTRAL REGION
EFFECTIVE DATE: _____	DATE SIGNED: _____

As to **Funding:**	As to **Legal Form:**
CONTROLLER FOR THE CITY OF INDIANAPOLIS	OFFICE OF CORPORATION COUNSEL
_____	_____
Robert J. Clifford, Controller	Andrew I. Klineman, General Counsel
_____	_____
Date	Date

ATTACHMENT A

DESCRIPTION OF WORK

CAPITAL PROJECT #: 2005-099U **PROJECT TYPE:** Infrastructure

CAPITAL PROJECT TITLE: CR300 S – MICHIGAN RD TO CR 875 E

TASK ORDER ISSUED TO:
Veolia Water Indianapolis, LLC

PERIOD OF PERFORMANCE:
Start: March 7, 2005
Complete: May 1, 2005

WATER DISTRICT:
IW

DESCRIPTION OF WORK:
Design and install 6,726 feet of 16-inch water main to improve the flow characteristics in this area.

SCOPE OF WORK:
To install approximately 6,726 feet of 16 inch water main and appurtenances from an existing main in US 421 east to CR 875E and purchase easements.

PROJECT COST:
$1,075,326.00 - Unit Price

PAYMENT SCHEDULE:
Monthly progress invoices

EXPECTED USEFUL LIFE OF PROJECT:
50 years

Capital Project Authorization Number: 2005-099Y-Amended A

CAPITAL PROJECT TITLE: Moore Road		
CAPITAL PROJECT NUMBER: 2005-099Y	**TYPE OF PROJECT: Infrastructure**	☐ **DOW Funded Capital Project** ☒ **Bond Funded Capital Project**
ESTIMATED START DATE: March 7, 2005	**ESTIMATED COMPLETION DATE: May 1, 2005**	
CAPITAL PROJECT PRICE: From $144,392.00 to $88,717		
ATTACHMENTS: (A) Description of Work; (B) _____; (C) _____		

THIS AGREEMENT (also called the "Authorization"), is entered into as of the Effective Date indicated below, by and between **CONSOLIDATED CITY OF INDIANAPOLIS, DEPARTMENT OF WATERWORKS** and **VEOLIA WATER INDIANAPOLIS, LLC** (individually a "Party," and collectively the "Parties"),

WITNESS THAT:

WHEREAS, the Parties have, on March 21, 2002, executed the Management Agreement, which is hereby fully incorporated by reference into this Agreement (NOTE: capitalized terms used in this Agreement shall, unless otherwise specifically stated, be as defined in the Management Agreement), which shall take precedence in the event of any conflict between the terms hereof and those of the Management Agreement; and

WHEREAS, under the terms of the Management Agreement, the Company may be authorized from time to time by the Department, in exchange for the payment by the Department of a certain valuable consideration, to undertake certain Capital Projects as the Department may deem desirable; and

WHEREAS, the Company, when so authorized by the Department, is obliged to execute those Capital Projects in a timely, workmanlike, efficient manner, in full compliance with all Applicable Laws and Prudent Industry Practices; and

WHEREAS, the Parties hereby wish to memorialize their agreement on the particulars of a specific, authorized Capital Project.

NOW, THEREFORE, in consideration of the premises, covenants, agreements and undertakings hereinafter provided, the Parties hereby agree that:

1. **The Capital Project.** By this Authorization, the Department hereby authorizes and directs the Company to undertake and complete the Capital Project described in Attachment A (hereinafter referred to as the "Work"), and to exert its reasonable best efforts to complete the same by the Estimated Completion Date indicated above

2. **Method and Amount of Compensation.** In consideration of the foregoing, the Department shall compensate the Company the Capital Project Price, as the work progresses, in the following manner and amounts:

[X] Unit Prices: $88,717.00

[ ] Time and Materials: _____

[ ] Lump Sum: _____

[ ] Combination/Other: _____

Explanatory Note (if req.): _____

PAYMENT: Department shall pay Company on a percentage-of-completion basis as the Work progresses. In no event shall the Department be required to pay for work not yet done.

Company shall submit progress invoices monthly during the course of the Work. Payment will be made by the Department within thirty (30) days of receiving an invoice. Each invoice shall be annotated with the Department's assigned project designation, and shall be in sufficient detail to allow reasonable analysis of the invoice by the Department.

Company accepts exclusive liability for payment of federal and state payroll taxes and for contributions for unemployment insurance, old age pensions, annuities, retirement, and other benefits, imposed under any provision of any law, and measured by remuneration paid or payable by Company to employees of Company engaged in the Project or in any

incidental operation. Company will require that each subcontractor who performs any part of the Project accept the same responsibility and liability with respect to employees of that subcontractor.

Contemporaneously with the Department's final payment to Company, Company shall provide the Department with a signed Waiver of Liens from itself and from each and every service provider, vendor, or subcontractor that has provided labor, services, materials or equipment in connection with the Project.

3. **Changes.** The Department may request changes to the Work at any time prior to completion by a written communication to Company. The Company shall promptly provide the Department with a written acknowledgment of such request. This acknowledgment will include a statement of the price and time impact of the change, as well as a recapitulation of the time, materials, and equipment that would be added or deleted by the change. When the Department and the Company have agreed on the price and time impact, they shall execute a Change Order, incorporating the change into this Authorization. Should the Department and Company not come to an agreement on price and/or time impact, the Department shall be free to employ others to implement the desired change, and Company will provide reasonable accommodations so that the work can be done by others.

4. **Termination**. (a) Convenience Termination. At any time after the Effective Date, the Department may with fifteen (15) days notice to the Company, terminate this Authorization for the convenience of the Department. In the event of such termination, then the Department shall be liable to the Company for: (a) all costs incurred by Company up to the effective date of the termination, (b) the cost of terminating any purchase orders and subcontracts, rental agreements, employment contracts and the like, (c) Company's termination costs, including demobilization, severance pay, and relocation costs, plus (d) ten percent (10%) of the value of the terminated portion of the Authorization for unquantified damages. Company shall turn over to the Department, and shall provide any necessary documentation of transfer of title to, any goods which have been paid for by the Department under the preceding provisions. In no event shall the Department be obliged to pay any more than the Capital Project Price (as the same may have been amended from to time by mutual agreement of the Parties) in the event of a termination under this paragraph.

(b) Default. In the event the Company substantially fails to execute the Work as required by this Authorization, despite notice and a reasonable opportunity to cure, then the Department may, with fifteen (15) days notice, terminate the remainder of the Authorization for Company default. In the event of such termination by the Department, then the Department may demand that Company leave the Site, and it may thereupon take whatever reasonable and prudent means are necessary to have the Work completed by others, charging the excess cost thereof to the Company's account.

(c) Termination of the Management Agreement. Should the Management Agreement be terminated before completion of the Capital Project, then this Authorization shall remain in effect until completion of the Work, and the applicable terms of the Management Agreement shall continue to apply as though the Management Agreement had not terminated, until the expiration of the warranty period.

5. **Warranty of Equipment, Materials, and Services**. Company warrants that the equipment, goods, and services provided to the Department under this Authorization shall be free from defects in design, process, material, and workmanship. Should any aspect of the Work prove defective within one year after completion of the Work, the Company shall promptly repair or replace the defective element, without cost to the Department. All manufacturers' warranties, to the extent practicable, shall be made assignable to the Department, and shall be enforced to the benefit of the Department, as appropriate.

6. **Audit**. Should any invoice submitted by Company contain cost or other quantitative data for Work which has been performed on a Unit Price or T&M basis, then Company shall maintain and retain all supporting documentation and calculations for not less than three (3) years after the completion of the Work or termination of the Management Agreement. The Department shall have the right at any reasonable time during that period and during normal business hours to inspect and audit those records by authorized representatives of its own or any third-party consultant selected by it.

Should the audit reveal any discrepancies in the finally invoiced amounts, Company shall refund any overpayments within sixty (60) days of notice thereof, without interest.

7. **Environmental Impacts**. Company agrees to notify the Department as soon as possible should it discover any hazardous material during the course of Company's activities or its subcontractors' activities in carrying out the Work. For the purpose of this clause, "hazardous material" means any waste, substance, object or material deemed hazardous under Applicable Law including, without limitation, "hazardous substance" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act and "hazardous waste" as defined under the Resource Conservation and Recovery Act. If such contamination poses an immediate risk to human health or safety, or to the environment, Company shall immediately take all appropriate measures that in Company's professional opinion are justified to preserve and protect human health or safety, and the environment. Except for contamination caused by Company's willful or negligent conduct, the Department shall, on a "Change Order" basis, reimburse Company for all of Company's costs related to any measures taken to address immediate risks that threaten human health, human safety and the environment.

Each Party agrees to fully indemnify, defend, protect, hold harmless and render whole the other Party from and against any fines, penalties, costs or losses of any kind resulting from any contamination by the indemnifying Party, or those for whom it is responsible.

8. **Entire Agreement**. Along with the Management Agreement and the enumerated attachments, this Authorization comprises the entire agreement between the Parties with respect to the Capital Project and the Work. Accordingly, this Authorization supersedes all prior oral or written proposals, communications or other agreements related to the Capital Project, and it may only be changed by a written instrument, signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have properly executed this Authorization as of the dates indicated below.

The **Department:**	The **Company:**
CONSOLIDATED CITY OF INDIANAPOLIS,	**VEOLIA WATER INDIANAPOLIS, LLC**
DEPARTMENT OF WATERWORKS	
BY: _____	BY: _____
PRINTED NAME: _____	PRINTED NAME: CHUCK VOLTZ
TITLE: _____	TITLE: VICE PRESIDENT CENTRAL REGION
EFFECTIVE DATE: _____	DATE SIGNED: _____

As to **Funding:**	As to **Legal Form:**
CONTROLLER FOR THE CITY OF INDIANAPOLIS	OFFICE OF CORPORATION COUNSEL
_____	_____
Robert J. Clifford, Controller	Andrew I. Klineman, General Counsel
_____	_____
Date	Date

ATTACHMENT A

DESCRIPTION OF WORK

CAPITAL PROJECT #: 2005-099Y **PROJECT TYPE:** Infrastructure

CAPITAL PROJECT TITLE: Moore Rd.

TASK ORDER ISSUED TO:
Veolia Water Indianapolis, LLC

PERIOD OF PERFORMANCE:
Start: March 7, 2005
Complete: May 1, 2005

WATER DISTRICT:
IW

DESCRIPTION OF WORK:
Design and install 2100 feet of 12-inch water main to close the loop to improve the flow characteristics in this area.

SCOPE OF WORK:
To install approximately 2100 feet of 12 inch water main and appurtenances from an existing main in 86th St north to the existing main in Moore Rd.

PROJECT COST:
$88,717.00 - Unit Price

PAYMENT SCHEDULE:
Monthly progress invoices

EXPECTED USEFUL LIFE OF PROJECT:
50 years

Capital Project Authorization Number: 2005-072B AMENDED

CAPITAL PROJECT TITLE: TERRY AIRPORT MAIN		
CAPITAL PROJECT NUMBER: 2005-072B Amended	**TYPE OF PROJECT: InfrastructureX**	☐ **DOW Funded Capital Project** ☒ **Bond Funded Capital Project**
ESTIMATED START DATE: January 1, 2005	**ESTIMATED COMPLETION DATE: April 30, 2005**	
CAPITAL PROJECT PRICE: From $575,427 to $786,518		
ATTACHMENTS: (A) Description of Work; Increase CPA $211,091 from Easement bucket for costs to secure easements for Terry Airport Main Phase II & III. (B) _____; (C) _____		

THIS AGREEMENT (also called the "Authorization"), is entered into as of the Effective Date indicated below, by and between **CONSOLIDATED CITY OF INDIANAPOLIS, DEPARTMENT OF WATERWORKS** and **VEOLIA WATER INDIANAPOLIS, LLC** (individually a "Party," and collectively the "Parties"),

WITNESS THAT:

WHEREAS, the Parties have, on March 21, 2002, executed the Management Agreement, which is hereby fully incorporated by reference into this Agreement (NOTE: capitalized terms used in this Agreement shall, unless otherwise specifically stated, be as defined in the Management Agreement), which shall take precedence in the event of any conflict between the terms hereof and those of the Management Agreement; and

WHEREAS, under the terms of the Management Agreement, the Company may be authorized from time to time by the Department, in exchange for the payment by the Department of a certain valuable consideration, to undertake certain Capital Projects as the Department may deem desirable; and

WHEREAS, the Company, when so authorized by the Department, is obliged to execute those Capital Projects in a timely, workmanlike, efficient manner, in full compliance with all Applicable Laws and Prudent Industry Practices; and

WHEREAS, the Parties hereby wish to memorialize their agreement on the particulars of a specific, authorized Capital Project.

NOW, THEREFORE, in consideration of the premises, covenants, agreements and undertakings hereinafter provided, the Parties hereby agree that:

1. **The Capital Project.** By this Authorization, the Department hereby authorizes and directs the Company to undertake and complete the Capital Project described in Attachment A (hereinafter referred to as the "Work"), and to exert its reasonable best efforts to complete the same by the Estimated Completion Date indicated above

2. **Method and Amount of Compensation.** In consideration of the foregoing, the Department shall compensate the Company the Capital Project Price, as the work progresses, in the following manner and amounts:

   [ ] Unit Prices:_____

   [X] Time and Materials:_____$211,091.30_____

   [ ] Lump Sum:_____

   [ ] Combination/Other:_____

   Explanatory Note (if req.):_____

   PAYMENT: Department shall pay Company on a percentage-of-completion basis as the Work progresses. In no event shall the Department be required to pay for work not yet done.

   Company shall submit progress invoices monthly during the course of the Work. Payment will be made by the Department within thirty (30) days of receiving an invoice. Each invoice shall be annotated with the Department's assigned project designation, and shall be in sufficient detail to allow reasonable analysis of the invoice by the Department.

   Company accepts exclusive liability for payment of federal and state payroll taxes and for contributions for unemployment insurance, old age pensions, annuities, retirement, and other benefits, imposed under any provision of any law, and measured by remuneration paid or payable by Company to employees of Company engaged in the Project or in any

incidental operation. Company will require that each subcontractor who performs any part of the Project accept the same responsibility and liability with respect to employees of that subcontractor.

Contemporaneously with the Department's final payment to Company, Company shall provide the Department with a signed Waiver of Liens from itself and from each and every service provider, vendor, or subcontractor that has provided labor, services, materials or equipment in connection with the Project.

3. **Changes.** The Department may request changes to the Work at any time prior to completion by a written communication to Company. The Company shall promptly provide the Department with a written acknowledgment of such request. This acknowledgment will include a statement of the price and time impact of the change, as well as a recapitulation of the time, materials, and equipment that would be added or deleted by the change. When the Department and the Company have agreed on the price and time impact, they shall execute a Change Order, incorporating the change into this Authorization. Should the Department and Company not come to an agreement on price and/or time impact, the Department shall be free to employ others to implement the desired change, and Company will provide reasonable accommodations so that the work can be done by others.

4. **Termination**. (a) Convenience Termination. At any time after the Effective Date, the Department may with fifteen (15) days notice to the Company, terminate this Authorization for the convenience of the Department. In the event of such termination, then the Department shall be liable to the Company for: (a) all costs incurred by Company up to the effective date of the termination, (b) the cost of terminating any purchase orders and subcontracts, rental agreements, employment contracts and the like, (c) Company's termination costs, including demobilization, severance pay, and relocation costs, plus (d) ten percent (10%) of the value of the terminated portion of the Authorization for unquantified damages. Company shall turn over to the Department, and shall provide any necessary documentation of transfer of title to, any goods which have been paid for by the Department under the preceding provisions. In no event shall the Department be obliged to pay any more than the Capital Project Price (as the same may have been amended from to time by mutual agreement of the Parties) in the event of a termination under this paragraph.

(b) Default. In the event the Company substantially fails to execute the Work as required by this Authorization, despite notice and a reasonable opportunity to cure, then the Department may, with fifteen (15) days notice, terminate the remainder of the Authorization for Company default. In the event of such termination by the Department, then the Department may demand that Company leave the Site, and it may thereupon take whatever reasonable and prudent means are necessary to have the Work completed by others, charging the excess cost thereof to the Company's account.

(c) Termination of the Management Agreement. Should the Management Agreement be terminated before completion of the Capital Project, then this Authorization shall remain in effect until completion of the Work, and the applicable terms of the Management Agreement shall continue to apply as though the Management Agreement had not terminated, until the expiration of the warranty period.

5. **Warranty of Equipment, Materials, and Services**. Company warrants that the equipment, goods, and services provided to the Department under this Authorization shall be free from defects in design, process, material, and workmanship. Should any aspect of the Work prove defective within one year after completion of the Work, the Company shall promptly repair or replace the defective element, without cost to the Department. All manufacturers' warranties, to the extent practicable, shall be made assignable to the Department, and shall be enforced to the benefit of the Department, as appropriate.

6. **Audit**. Should any invoice submitted by Company contain cost or other quantitative data for Work which has been performed on a Unit Price or T&M basis, then Company shall maintain and retain all supporting documentation and calculations for not less than three (3) years after the completion of the Work or termination of the Management Agreement. The Department shall have the right at any reasonable time during that period and during normal business hours to inspect and audit those records by authorized representatives of its own or any third-party consultant selected by it.

Should the audit reveal any discrepancies in the finally invoiced amounts, Company shall refund any overpayments within sixty (60) days of notice thereof, without interest.

7. **Environmental Impacts**. Company agrees to notify the Department as soon as possible should it discover any hazardous material during the course of Company's activities or its subcontractors' activities in carrying out the Work. For the purpose of this clause, "hazardous material" means any waste, substance, object or material deemed hazardous under Applicable Law including, without limitation, "hazardous substance" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act and "hazardous waste" as defined under the Resource Conservation and Recovery Act. If such contamination poses an immediate risk to human health or safety, or to the environment, Company shall immediately take all appropriate measures that in Company's professional opinion are justified to preserve and protect human health or safety, and the environment. Except for contamination caused by Company's willful or negligent conduct, the Department shall, on a "Change Order" basis, reimburse Company for all of Company's costs related to any measures taken to address immediate risks that threaten human health, human safety and the environment.

Each Party agrees to fully indemnify, defend, protect, hold harmless and render whole the other Party from and against any fines, penalties, costs or losses of any kind resulting from any contamination by the indemnifying Party, or those for whom it is responsible.

8. **Entire Agreement**. Along with the Management Agreement and the enumerated attachments, this Authorization comprises the entire agreement between the Parties with respect to the Capital Project and the Work. Accordingly, this Authorization supersedes all prior oral or written proposals, communications or other agreements related to the Capital Project, and it may only be changed by a written instrument, signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have properly executed this Authorization as of the dates indicated below.

The **Department:**	The **Company:**
CONSOLIDATED CITY OF INDIANAPOLIS,	**VEOLIA WATER INDIANAPOLIS, LLC**
DEPARTMENT OF WATERWORKS	
BY: _____	BY: _____
PRINTED NAME: _____	PRINTED NAME: CHUCK VOLTZ
TITLE: _____	TITLE: VICE PRESIDENT, CENTRAL REGION
EFFECTIVE DATE: _____	DATE SIGNED: _____

As to **Funding:**	As to **Legal Form:**
CONTROLLER FOR THE CITY OF INDIANAPOLIS	OFFICE OF CORPORATION COUNSEL
_____	_____
Robert J. Clifford, Controller	Andrew I. Klineman, General Counsel
_____	_____
Date	Date

ATTACHMENT A

DESCRIPTION OF WORK

CAPITAL PROJECT #: 2005-072B Amended **PROJECT TYPE:** Infrastructure

CAPITAL PROJECT TITLE: TERRY AIRPORT MAIN

TASK ORDER ISSUED TO:
Veolia Water Indianapolis, LLC

PERIOD OF PERFORMANCE:
Start: January 1, 2005
Complete: April 30, 2005

WATER DISTRICT:
IW

DESCRIPTION OF WORK: For easement acquisitions for Terry Airport Phase 2 & 3

SCOPE OF WORK:

PROJECT COST:
$211,091.30

PAYMENT SCHEDULE:
Time and material

EXPECTED USEFUL LIFE OF PROJECT:
50 years

Capital Project Authorization Number: 2005-171 AMENDED

CAPITAL PROJECT TITLE: Asbestos and Lead Paint Removal		
CAPITAL PROJECT NUMBER: 2005-171	**TYPE OF PROJECT: Regulatory**	☒ **DOW Funded Capital Project** ☐ **Bond Funded Capital Project**
ESTIMATED START DATE: N/A	**ESTIMATED COMPLETION DATE: N/A**	
CAPITAL PROJECT PRICE: $10,000 Allowance amended to $50,000		
ATTACHMENTS: (A) Description of Work; (B) _____; (C) _____		

THIS AGREEMENT (also called the "Authorization"), is entered into as of the Effective Date indicated below, by and between **CONSOLIDATED CITY OF INDIANAPOLIS, DEPARTMENT OF WATERWORKS** and **VEOLIA WATER INDIANAPOLIS, LLC** (individually a "Party," and collectively the "Parties"),

WITNESS THAT:

WHEREAS, the Parties have, on March 21, 2002, executed the Management Agreement, which is hereby fully incorporated by reference into this Agreement (NOTE: capitalized terms used in this Agreement shall, unless otherwise specifically stated, be as defined in the Management Agreement), which shall take precedence in the event of any conflict between the terms hereof and those of the Management Agreement; and

WHEREAS, under the terms of the Management Agreement, the Company may be authorized from time to time by the Department, in exchange for the payment by the Department of a certain valuable consideration, to undertake certain Capital Projects as the Department may deem desirable; and

WHEREAS, the Company, when so authorized by the Department, is obliged to execute those Capital Projects in a timely, workmanlike, efficient manner, in full compliance with all Applicable Laws and Prudent Industry Practices; and

WHEREAS, the Parties hereby wish to memorialize their agreement on the particulars of a specific, authorized Capital Project.

NOW, THEREFORE, in consideration of the premises, covenants, agreements and undertakings hereinafter provided, the Parties hereby agree that:

1. **The Capital Project.** By this Authorization, the Department hereby authorizes and directs the Company to undertake and complete the Capital Project described in Attachment A (hereinafter referred to as the "Work"), and to exert its reasonable best efforts to complete the same by the Estimated Completion Date indicated above

2. **Method and Amount of Compensation.** In consideration of the foregoing, the Department shall compensate the Company the Capital Project Price, as the work progresses, in the following manner and amounts:

[ ] Unit Prices:_____

[ ] Time and Materials:_____

[ ] Lump Sum:_____

[X] Combination/Other:_____

Explanatory Note (if req.):___As noted on the Supplementary Capital Project Authorization Forms_____

PAYMENT: Department shall pay Company on a percentage-of-completion basis as the Work progresses. In no event shall the Department be required to pay for work not yet done.

Company shall submit progress invoices monthly during the course of the Work. Payment will be made by the Department within thirty (30) days of receiving an invoice. Each invoice shall be annotated with the Department's assigned project designation, and shall be in sufficient detail to allow reasonable analysis of the invoice by the Department.

Company accepts exclusive liability for payment of federal and state payroll taxes and for contributions for unemployment insurance, old age pensions, annuities, retirement, and other benefits, imposed under any provision of any law, and measured by remuneration paid or payable by Company to employees of Company engaged in the Project or in any incidental operation. Company will require that each subcontractor who performs any part of the Project accept the same responsibility and liability with respect to employees of that subcontractor.

Contemporaneously with the Department's final payment to Company, Company shall provide the Department with a signed Waiver of Liens from itself and from each and every service provider, vendor, or subcontractor that has provided labor, services, materials or equipment in connection with the Project.

3. **Changes.** The Department may request changes to the Work at any time prior to completion by a written communication to Company. The Company shall promptly provide the Department with a written acknowledgment of such request. This acknowledgment will include a statement of the price and time impact of the change, as well as a recapitulation of the time, materials, and equipment that would be added or deleted by the change. When the Department and the Company have agreed on the price and time impact, they shall execute a Change Order, incorporating the change into this Authorization. Should the Department and Company not come to an agreement on price and/or time impact, the Department shall be free to employ others to implement the desired change, and Company will provide reasonable accommodations so that the work can be done by others.

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Each Party agrees to fully indemnify, defend, protect, hold harmless and render whole the other Party from and against any fines, penalties, costs or losses of any kind resulting from any contamination by the indemnifying Party, or those for whom it is responsible.

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IN WITNESS WHEREOF, the Parties have properly executed this Authorization as of the dates indicated below.

The **Department:**	The **Company:**
CONSOLIDATED CITY OF INDIANAPOLIS,	**VEOLIA WATER INDIANAPOLIS, LLC**
DEPARTMENT OF WATERWORKS	
BY: _____	BY: _____
PRINTED NAME: _____	PRINTED NAME: CHUCK VOLTZ
TITLE: _____	TITLE: VICE PRESIDENT CENTRAL REGION
EFFECTIVE DATE: _____	DATE SIGNED: _____

As to **Funding:**	As to **Legal Form:**
CONTROLLER FOR THE CITY OF INDIANAPOLIS	OFFICE OF CORPORATION COUNSEL
_____	_____
Robert J. Clifford, Controller	Andrew I. Klineman, General Counsel
_____	_____
Date	Date

ATTACHMENT A

DESCRIPTION OF WORK

CAPITAL PROJECT #: 2005-171 **PROJECT TYPE:** Regulatory

CAPITAL PROJECT TITLE: Asbestos and Lead Paint Removal

TASK ORDER ISSUED TO:
Veolia Water Indianapolis, LLC

PERIOD OF PERFORMANCE:
Ongoing

WATER DISTRICT:
Project Specific

DESCRIPTION OF WORK:
Remove and dispose of asbestos, lead paint and other hazardous materials as required during miscellaneous maintenance and USF-funded capital projects.

SCOPE OF WORK:
Project Specific.

PROJECT COST:
$10,000 amended to $50,000 – approved limit for 2005.

PAYMENT SCHEDULE:
As noted on the Supplementary Capital Project Authorization form.

EXPECTED USEFUL LIFE OF PROJECT:
As noted on the Supplementary Capital Project Authorization form.

Exhibit F

CITY OF INDIANAPOLIS

TO: Mr. Robert Erney
City of Indianapolis,
Department of Waterworks
1220 Waterway Boulevard
Indianapolis, IN 46202

CONTRACT CHANGE ORDER NO.: 2
DATE: March 10, 2005
PROJECT NAME: New Palestine Elevated Water Tank
PROJECT NO.: CP4-074
ORIGINAL CITY P. O. NO.: CIT4101298

I. You are hereby directed to make the following changes in this contract:

Dewatering Site: Installation of well points and stone to control groundwater around the foundation footer. Dewatering was not included in the bid as soil borings were not available at bid time. Lump Sum: $34,925.00.

II. The following referenced documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: Caldwell letter dated March 7, 2005.

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Sum prior to this Change Order	$	1,518,750.00
Contract Sum will be increased/~~decreased~~ by this Change Order	$	34,925.00
New Contract Sum including this Change Order	$	1,553,675.00

Contract Time Prior to this Change Order November 15, 2005 Substantial Completion Date
January 1, 2006 Final Completion Date

Net Increased/~~decreased~~ resulting from this Change Order 9 Days for Substantial Completion Only

Current Contract Time including this Change Order November 24, 2005 Substantial Completion Date
January 1, 2006 Final Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes are Recommended:	The Above Changes are Accepted:	Approved:
American Consulting, Inc.	Caldwell Tanks Inc.	City of Indianapolis
Engineer	Contractor	Owner
7260 Shadeland Station	4000 Tower Road	1220 Waterway Blvd.
Address	Address	Address
Indianapolis, IN 46256	Louisville, KY 40219	Indpls., IN 46202
City/State/Zip	City/State/Zip	City/State/Zip
By: Gary P. Dan	By: Kyle Selby	By:
Phone: 317-547-5580	Phone: 502.964.3361	Phone:
Date: 3/10/05	Date: 3/14/05	Date:

City of Indianapolis
Bart Peterson, Mayor

CALDWELL TANKS

March 7, 2005

Mr. Gary P. Dorn, P.E.
American Consulting, Inc. (ACE)
7260 Shadeland Station
Indianapolis, IN 46256

RE: 1,000,000 Gallon Composite Elevated Water Storage Tank
City of Indianapolis Department of Water Works
Project No. CP4-074
CTI #E-5836

Mr. Dorn:

As you are aware, we have begun the foundation installation for the above reference project. During the initial digging, we discovered the ground water at depths as shallow as 2.5 to 3 feet, and this has caused the need to dewater. We are proceeding with installation of several well points to control the water around the foundation footer. In addition, we have installed washed stone in these well points to ensure clean water is removed.

Caldwell Tanks, Inc. (Caldwell) has made contact with the adjacent land owner (Sugar Creek Elementary) to discuss the option of using the drains located near the front of the project site. Mr. Bob Yoder is reviewing this option.

Caldwell respectfully requests a change order for $34,925.00. This includes all associated costs involved with dewatering for the installation of the foundation. In addition, Caldwell will require 9 additional days to the contract completion time for this change in conditions. If this request is acceptable, please process the proper documents for signatures.

Please feel free to contact me directly to discuss this issue further.

Respectfully submitted,

Kip Selby

Kip Selby
Project Manager

cc: René Moradel, VP of Proj. Mgmt., CTI

4000 Tower Road, Louisville, KY 40219 / P.O. Box 35770, Louisville, KY 40232 / (502) 964-3981 / (502) 966-8732 FAX
57 East Broad Street, Newnan, GA 30263 / P.O. Box 606, Newnan, GA 30264 / (770) 253-3232 / (770) 251-0253 FAX

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