

Board of Public Works and Safety Meeting
Agenda
Wednesday, January 4, 2023 – 10:00 a.m.
Council Chambers City Hall, One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the December 21, 2022, Regular Meeting**

2. BID/QUOTE OPENINGS AND AWARDS

- a. **Bid Award for Carmel Utilities - Water System Improvements; John Duffy, Director of the Department of Utilities**

3. PERFORMANCE BOND RELEASE / REDUCTION APPROVAL REQUESTS

- a. **Request for Performance Bond Amount Reduction; Courtyards of Carmel; Aloft and Elements Hotel Project; Eaton Excavating**
- b. **Resolution BPW 01-04-23-02; Gray Oaks; Erosion Control; Old Town Group**

4. CONTRACTS

- a. **Request for Purchase of Goods and Services; American Structurepoint, Inc.; (\$100,500.00); 22-05 - Comprehensive Safety Action Plan (CSAP); Additional Services Amendment #1; Jeremy Kashman, City Engineer**
- b. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$50,000.00); 22-04 – On-Call Plan Review 2023; Additional Services Amendment #5; Jeremy Kashman, City Engineer**
- c. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$50,000.00); 22-06 – On-Call Engineering & Inspection 2023; Additional Services Amendment #6; Jeremy Kashman, City Engineer**
- d. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$167,100.00); 18-ENG-07 – Carmel Monon Trail & Greenway - Supplemental Construction Inspection; Additional Services Amendment #18a; Jeremy Kashman, City Engineer**
- e. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$225,300.00); 21-05 – City Center & Veterans Way Roundabout - Construction Inspection; Additional Services Amendment #22a; Jeremy Kashman, City Engineer**

- f. **Resolution BPW 01-04-23-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; EnVeritas Group, Inc.; (\$3,250.00); Logo Licensing; Nancy Heck, Director of the Department of Community Relations**
- g. **Resolution BPW 01-04-23-03; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; PKS Construction, Inc.; (\$9,754.00); Mayor's Office Kitchen Remodel; Additional Services Amendment; James Brainard, Mayor**
- h. **Request for Purchase of Goods and Services; TPI Utility Construction; (\$501,700.00); Water System Improvements; Hoover Road Water Main Extension; John Duffy, Director of the Department of Utilities**
- i. **Request for Purchase of Goods and Services; YARD Group, LLC d/b/a YARD & Company; (\$30,000.00); Consulting Services; Hourly Comp Plan Implementation and On Demand Services; Mike Hollibaugh, Director of the Department of Community Services**

5. OTHER

- a. **Request for Grant of Perpetual Storm Water Quality Management Easement; Culver's Restaurant; 431 E Carmel Drive; K & J Investments XIV, LLC, Property Owners**
- b. **Request for Storm Water Technical Standards Waiver; 4625 W 116th Street; Williams Custom Art Builders**

6. ADJOURNMENT

1 **Board of Public Works and Safety Meeting**
2 **Minutes**
3 **Wednesday, December 21, 2022 – 10:00 a.m.**
4 **Council Chambers City Hall, One Civic Square**

5
6 **MEETING CALLED TO ORDER**

7
8 *Board Member Mary Ann Burke called the meeting to order at 10:02 AM*

9
10 **MEMBERS PRESENT**

11
12 *Board Members Lori Watson, Mary Ann Burke, and Deputy Clerk Holly Harmeyer were present.*

13
14 **MINUTES AND OLD BUSINESS**

15
16 *Minutes from the December 7, 2022, Regular Meeting.*

17 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

18
19 *December 7, 2022, Hearing Under Indiana Code § 36-7-9*

20 *Continuous Enforcement Order*

21 *Board Member Burke moved to approve. Board Member Watson seconded. Order approved 2-0.*

22 *The Findings of Fact*

23 *Board Member Burke moved to approve. Board Member Watson seconded. Findings approved 2-0.*

24
25 **BID/QUOTE OPENINGS AND AWARDS**

26
27 *Bid Award for 21-05 City Center Dr & Veterans Way Roundabout*

28 *Jeremy Kashman, City Engineer, recommended awarding the bid to Rieth-Riley Construction Co, Inc. as they*
29 *were the lowest, responsive bidder. Board Member Burke moved to award the bid to Rieth-Riley Construction*
30 *Co, Inc. in the amount of \$2,538,637.79. Board Member Watson seconded. Request approved 2-0.*

31
32 **CONTRACTS**

33
34 *Request for Agreement; Duke Energy Indiana, LLC; (\$1,776,541.51); Phase II Distribution Relocation - 69k*
35 *Underground*

36 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

37
38 *Request for Purchase of Goods and Services; AVI Systems, Inc.; (\$20,404.00); AV Equipment; Additional*
39 *Services Amendment #2*

40 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

41
42 *Request for Purchase of Goods and Services; AVI Systems, Inc.; (\$168,898.00); Remaining AV Package - Fire*
43 *Administration Building; Additional Services Amendment*

44 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

45
46 *Request for Purchase of Goods and Services; Ben Goebel; (\$1,600.00); Performance Agreement - Ice Carving -*
47 *2023 Festival of Ice at Carter Green*

48 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

49

50 *Request for Purchase of Goods and Services; White Construction; (-\$16,294.38); 16-ENG-22 Monon Boulevard*
51 *Phase 2; CO #3 - FINAL*
52 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
53
54 *Request for Purchase of Goods and Services; Calumet Civil Contractors, Inc.; (\$46,020.59); 16-ENG-17*
55 *Roundabout Improvements: 116th Street and Medical Drive at Range Line Road; CO #4 - FINAL*
56 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
57
58 *Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$1,346,300.00); 22-ENG-01 - Monon*
59 *Boulevard & Urban Trail - Phase 3 - Engineering Services; Additional Services Amendment #3*
60 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
61
62 *Request for Purchase of Goods and Services; GovernmentJobs.com, Inc. d/b/a NEOGov; (\$11,637.00); Power*
63 *Time Subscription; Additional Services Amendment*
64 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
65
66 *Request for Purchase of Goods and Services; Hannum Wagle & Cline Engineering, Inc.; (\$25,000.00); Main*
67 *Street Water Main Replacement - Engineering Service*
68 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
69
70 *Request for Purchase of Goods and Services; Kelley Automotive Group, LLC; (\$43,180.00); Service Vehicle;*
71 *Additional Services Amendment #2*
72 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
73
74 *Request for Purchase of Goods and Services; Laketec Communications, Inc.; (\$7,575.00); Professional Services*
75 *and Project Management*
76 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
77
78 *Request for Purchase of Goods and Services; Leach & Russell Mechanical Contractors, Inc.; (\$26,900.00);*
79 *Tower Site Cooling; Additional Services Amendment #2*
80 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
81
82 *Request for Purchase of Goods and Services; MEG & Associates, LLC; (\$6,000.00); Google Binder for 2023*
83 *Events; Additional Services Amendment #2*
84 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
85
86 *Request for Purchase of Goods and Services; Municipal Emergency Services, Inc; (\$47,327.85); Turn Out Gear*
87 *Recruits; Additional Services Amendment #4*
88 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
89
90 *Request for Purchase of Goods and Services; PKS Construction, Inc.; (\$77,121.00); Building Repairs and*
91 *Maintenance; Additional Services Amendment*
92 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
93
94 *Resolution BPW 12-21-22-03; A Resolution of the City of Carmel Board of Public Works and Safety*
95 *Acknowledging Agreement Between City and Vendor; Reagan Outdoor Advertising; (\$11,760.00); Holidays in*
96 *Carmel Advertising; Addendum to Media Display Contract*
97 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*
98
99 *Resolution BPW 12-21-22-04; A Resolution of the City of Carmel Board of Public Works and Safety*
100 *Acknowledging Agreement Between City and Vendor; Indiana Design Center; (\$0.00); Event Space Rental*
101 *Agreement; Santa House Event*

Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.

Resolution BPW 12-21-22-05; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Indiana Design Center; (\$0.00); Event Space Rental Agreement; Holiday in the Arts District Event

Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.

Resolution BPW 12-21-22-06; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Traynor & Associates, Inc.; (\$12,000.00); Appraisals for P1-5 & P9; 20-ENG-06 - Haverstick MU Path; Additional Services Amendment

Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.

Resolution BPW 12-21-22-07; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Yardberry Landscaping & Excavating Co.; (\$138,000.00); 22-STR-09 - Gray Rd Site Prep

Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.

Resolution BPW 12-21-22-08; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Lithko Restoration Technologies, LLC; (\$199,320.00); Sophia Square Waterproofing; CO #1

Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.

Resolution BPW 12-21-22-09; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Aadvanced Limousines, LLC; (\$13,666.00); IndyTrolley Event Services; December 2022

Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.

Request for Purchase of Goods and Services; Rundell Ernstberger Associates, Inc.; (\$986,000.00); 22-ENG-01 - Monon Boulevard & Urban Trail - Phase 3 - Engineering Services; Additional Services Amendment

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Specialized Land Services, Inc.; (\$18,675.00); 20-ENG-06 - Haverstick MU Path - Buying Services; Additional Services Amendment

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Tangent Resource, LLC; (\$36,000.00); 2023 Consulting and Professional Services

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Wilkinson Brothers, Inc.; (\$43,536.11); Graphic Design, Website and Creative Marketing; Additional Services Amendment

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Acknowledge Mayor's Approval of Three Shuttle Stops; Parking Shuttle - No Parking Signs; December 9, 2022; 5:00 PM – 11:00 PM; December 10, 16, & 17, 2022; 5:00 PM – 10:30 PM; City Hall Parking Lot, Veterans Way on the Southwest Corner of Civic Square Parking Garage, and Monon Green Boulevard at Northwest Corner of Veterans Way Parking Garage

Board Member Burke moved to approve. Board Member Watson seconded. Acknowledgment approved 2-0.

Request to Use City Streets; Creekside Middle School 5k in Village of West Clay; April 29, 2023; 7:00 AM – 11:00 AM
Board Member Burke moved to approve based on all conditions by City departments being met. Board Member Watson seconded. Request approved 2-0.

Request to Use / Close City Streets; 15th Annual Ghost and Goblins 5k/2k; Rolling Closures; October 21, 2023; 6:00 AM – 12:00 PM
Board Member Burke moved to approve based on all conditions by City departments being met. Board Member Watson seconded. Request approved 2-0.

Request to Use / Close City Streets; Carmel International Arts Festival; September 22, 2023 at 4:00 PM - September 24, 2023 at 9:00 PM; Main Street and Range Line Road Closures
Board Member Burke moved to approve based on all conditions by City departments being met. Board Member Watson seconded. Request approved 2-0.

Request to Use City Sidewalks; Meet Me on Main; October 14, November 11, & December 9, 2023; 4:00 PM – 10:00 PM; Main Street
Board Member Burke moved to approve based on all conditions by City departments being met. Board Member Watson seconded. Request approved 2-0.

Request to Use Midtown Plaza; Midday at Midtown; Tuesdays & Thursdays May 2 - October 26, 2023; 10:00 AM – 2:00 PM
Board Member Burke moved to approve based on all conditions by City departments being met. Board Member Watson seconded. Request approved 2-0.

Request to Use Midtown Plaza; Movies at Midtown; Mondays May 1, 2023 -October 30, 2023; Saturdays November 4, 11, & 18, 2023 and December 2, 9, 16, & 30, 2023; 12:00 PM – 8:00 PM
Board Member Burke moved to approve based on all conditions by City departments being met. Board Member Watson seconded. Request approved 2-0.

OTHER

Resolution BPW 12-21-22-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Presentation of Pistol and Badge for Lieutenant Brett A. Keith; 29 Years of Service. Board Member Burke recognized Lieutenant Brett A. Keith's 29 years of service with the Carmel Police Department. Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.

Resolution BPW 12-21-22-02; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Presentation of Pistol and Badge for Officer Gregory F. Dawson; 36 Years of Service. Board Member Burke recognized Officer Gregory F. Dawson's 36 years of service with the Carmel Police Department. Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.

Request for Consent to Encroach and Variance; 11269 Williams Court; 12-inch Drainage Pipe
Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

Request for Consent to Encroach and Variance; 14341 Laura Vista Drive; Deck Extension. Board Member Burke noted a scrivener's error on the original agenda.
Board Member Burke moved to approve the updated request based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

Request for Lane / Road / Sidewalk Closure and Open Pavement Cut; 10 East Main Street - 1st on Main; New Water Main

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

Request for Replat; Reserve at Springmill; Lots 68-71

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

Request for Right of Way Dedication; Main Street and Old Meridian; Three (3) City of Carmel Owned Parcels
Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

ADD-ONS

Request for Purchase of Goods and Services; Signal Service, Inc.; (\$29,475.00); City Cameras; Additional Services Amendment; Timothy Renick, Director of Information and Communication Systems

Board Member Burke moved to add the item to the agenda. Board Member Watson seconded. Adding on approved 2-0.

Board Member Burke moved to approve the request. Board Member Watson seconded. Request approved 2-0.

Request for Grant of Perpetual Storm Water Quality Management Easement; Congressional Flex, LLC; 805 City Center Drive; Jeremy Kashman, City Engineer

Board Member Burke moved to add the item to the agenda. Board Member Watson seconded. Adding on approved 2-0.

Board Member Burke moved to approve the request. Board Member Watson seconded. Request approved 2-0.

RECESS

Board Member Burke called a recess at 10:08 AM.

Board Member Burke called the meeting back to order at 10:16 AM.

ADD-ONS CONTINUED

Request for Purchase of Goods and Services; Rieth-Riley Construction Co, Inc.; (\$2,538,637.79); Project 21-05 City Center Drive & Veterans Way Roundabout - Construction; Jeremy Kashman, City Engineer

Board Member Burke moved to add the item to the agenda. Board Member Watson seconded. Adding on approved 2-0.

Board Member Burke moved to approve the request. Board Member Watson seconded. Request approved 2-0.

ADJOURNMENT

Board Member Mary Ann Burke adjourned the meeting at 10:16 a.m.

APPROVED:

Sue Wolfgang – City Clerk

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APPROVED:

Mayor James Brainard

ATTEST:

Sue Wolfgang – City Clerk

Signal Service, Inc.
Information Systems Department - 2022
Appropriation # 1115 101 44-632.01 Fund; P.O. #108058
Contract Not To Exceed \$29,475.00

APPROVED

By Jon Oberlander at 9:35 am, Dec 19, 2022

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Signal Service, Inc. an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 1115 101 44-632.01 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Twenty Nine Thousand Four Hundred Seventy Five Dollars (\$29,475.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

Signal Service, Inc.
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6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

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10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. RESERVED.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

Signal Service, Inc.
Information Systems Department - 2022
Appropriation # 1115 101 44-632.01 Fund; P.O. #108058
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18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Information Systems Department 31 1 st Avenue NW Carmel, Indiana 46032	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
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If to Vendor:	Signal Service, Inc. 1020 Andrew Drive West Chester, Pennsylvania 19380
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Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

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22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2023 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

27. IRAN CERTIFICATION

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit

Signal Service, Inc.
Information Systems Department - 2022
Appropriation # 1115 101 44-632.01 Fund; P.O. #108058
Contract Not To Exceed \$29,475.00

attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Signal Service, Inc.

by and through its Board of Public
Works and Safety

By:

Not Present

James Brainard, Presiding Officer

Date:

DocuSigned by:

Mary Ann Burke

6E37CC0C068E4C4...

Date:

12/21/2022

DocuSigned by:

Lori Watson

B6D22381842B40D...ember

Date:

12/21/2022

ATTEST:

DocuSigned by:

Sue Wolfgang

St

683A89D7A9844C5...

Date:

12/21/2022

By:



Authorized Signature

Michael Nolan Busby

Printed Name

Controller

Title

FID/TIN: 47-2174919

Date:

12/16/22

Not Present

ITS QUOTATION**SIGNAL SERVICE**

1020 Andrew Drive
West Chester, PA 19380
Phone: (610) 429-8073
(800) 851-0606
Fax: (610) 429-8076

**QUOTE # 110822ITS**

Date: 11/8/2022, rev 11/30/22, rev 12/1/22
To: City of Carmel IN
Morgan Rinehart

ITS - ENGINEERING - TECHNICAL DESIGN - INTEGRATION SERVICE
DISTRIBUTORS OF TRAFFIC SIGNAL PRODUCTS

Prepared By: Steve Dowdall
ITS Projects/Integrations
(610) 425-2820

<u>QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXT PRICE</u>
9	EA	FLEXIDOME inteox 7100i	\$ 1,576.00	\$ 14,184.00
9	EA	DINION inteox 7100i	\$ 1,637.00	\$ 14,733.00
9	EA	Pole Mount Adapter, Small	\$ 62.00	\$ 558.00
TOTAL:			\$ 3,275.00	\$ 29,475.00

NOTES:

- * When placing an order, please include the above quote number on any correspondence.
- * Please note that this quotation is for products only; system design and integration are the responsibility of the purchaser. No warranty for system performance is provided or implied with this quotation.
- * Payment Terms - Prepayment Required
- * Pricing Valid for 45 Days
- * Price does not include any applicable freight nor tax.

F.O.B. - Shipping Point	<input type="checkbox"/>	SHIPMENT - Based upon today's conditions,	Terms: Net 30 days, subject to credit approval.
F.O.B. - Shipping Point with transportation allowed to dest.	<input checked="" type="checkbox"/>	can be made within _____ after receipt of your order.	Unless otherwise stated, applicable State and Local taxes are not included.
F.O.B. Destination	<input type="checkbox"/>		

Signal Service retains title to material until paid in full

EXHIBIT A
PAGE 1 OF 1

EXHIBIT B
Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

			Goods	Services	
Person Providing Goods/Services	Date Goods/ Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/ Hours Worked	Total
		GRAND TOTAL			

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit

Property damage, contractual liability, products-completed operations:

General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000

Personal & Advertising Injury

Policy Limit:	\$500,000
Each Occurrence Limit:	\$250,000
Fire Damage (any one fire):	\$250,000
Medical Expense Limit (any one person):	\$ 50,000

Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Single Limit:	\$500,000 each accident
Injury and property damage:	\$500,000 each accident
Policy Limit:	\$500,000

Umbrella Excess Liability

Each occurrence and aggregate:	\$500,000
Maximum deductible:	\$ 10,000

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0
FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1
PURCHASE ORDER NUMBER
108058
THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
12/1/2022			376920	Bosch cameras
SIGNAL SERVICE INC		ICS		
VENDOR 1020 ANDREW DRIVE		SHIP TO 31 1st Avenue N.W.		
WEST CHESTER, PA 19380 -		Carmel, IN 46032- Timothy Renick (317) 571-2576		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
71970				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 101 General Fund
Account: 44-632.01

9 Each	Dinion inteox 7100i camera	\$1,637.00	\$14,733.00
9 Each	Flexidome inteox 7100i camera	\$1,576.00	\$14,184.00
9 Each	Pole mount adapter, small	\$62.00	\$558.00
Sub Total			\$29,475.00



Send Invoice To:
ICS
Timothy Renick
31 1st Avenue N.W.
Carmel, IN 46032-
(317) 571-2576

Quote No. 110822ITS

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID.
*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT \$29,475.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

Timothy Renick

James Crider

ORDERED BY

Timothy Renick
Director

James Crider
Director of Administration

TITLE

CONTROLLER

CONTROL NO. 108058

Cross Reference to Deed: 200400031652

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

This easement (the "Easement") is by and between Congressional Flex, LLC, an Indiana limited liability company ("Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this Easement (the "Effective Date");

WITNESSETH THAT:

WHEREAS, Grantor is the owner of that certain real estate described on Exhibit B attached hereto and incorporated herein by reference (the "805 City Center Drive Real Estate");

WHEREAS, Grantor is also the owner of that certain real estate described on Exhibit C attached hereto and incorporated herein by reference (the "815 City Center Drive Real Estate" and together with the 805 City Center Drive Real Estate, referred to collectively herein as the "Real Estate");

WHEREAS, Grantor or its affiliate intends to develop the 815 City Center Drive Real Estate and, in connection with the construction, development and operation of a flex commercial building and associated infrastructure, the City has approved or will approve a Storm Water Management Permit (the "Permit");

WHEREAS, the City requires this Easement in order to verify and require compliance with the terms and conditions of the Permit and all ordinances of the City applicable to storm water drainage and storm water quality management (collectively the "Ordinances"); and

WHEREAS, Grantor is willing to grant this Easement in order to allow the development of the 815 City Center Drive Real Estate pursuant to the Permit.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee a non-exclusive, perpetual easement on the terms and conditions that follow:

Section 1. Easement Area. The portion of Real Estate on, under and through which this Easement exists is legally described and graphically depicted in what is attached hereto and incorporated herein by reference as Exhibits "A" in two parts (the "Easement Area").

Section 2. Storm Water Quality System. Located or to be located within the Easement Area, in the manner and areas specified in the Permit, is certain drainage and storm water quality infrastructure, which may include, without limitation, pervious pavement, manholes, infiltration basins, pipes, and structural and non-structural best management practices (collectively the

“Storm Water Quality System”) to be constructed, installed and maintained by the owner of the 815 City Center Drive Real Estate, at such owner’s expense, in accordance with the Permit and the Ordinances.

Section 3. Purpose of Easement. Grantee shall be and hereby is permitted at all times to enter upon the Easement Area for purposes of (i) accessing, inspecting, examining, monitoring, testing and sampling the Storm Water Quality System, and (ii) identifying and verifying compliance with the requirements of the Permit and the Ordinances.

Section 4. Maintenance and Repair. It shall be the obligation of the owner of the 815 City Center Drive Real Estate to maintain in proper working order and to repair and/or replace the Storm Water Quality System, or parts thereof, such that (i) the effectiveness and performance of the Storm Water Quality System is not diminished from the capabilities set forth in the Permit and (ii) the Storm Water Quality System remains in compliance with the Permit and the Ordinances.

Section 5. Failure of Storm Water Quality System. In the event that the condition of the Storm Water Quality System or the outflow therefrom violates or fails to comply with the requirements set forth in the Permit and/or any of the Ordinances, Grantee shall have the right, but not the obligation, after providing reasonable notice to the owner of the Real Estate, to perform, at the expense of the owner of the 815 City Center Drive Real Estate, such maintenance, repair, modification and/or replacement of the Storm Water Quality System as is necessary to restore compliance with the requirements set forth in the Permit and/or the Ordinances; provided, however, that the performance by Grantee of any such maintenance, repair, modification and/or replacement of the Storm Water Quality System shall under no circumstances relieve the owner of the 815 City Center Drive Real Estate of its responsibility to maintain and operate the Storm Water Quality System, which responsibility shall be continuous and ongoing.

Section 6. Reimbursement of Expenses and Enforcement. The owner of the 815 City Center Drive Real Estate shall reimburse Grantee for costs and expenses incurred by Grantee in the performance of the maintenance, repairs, modifications and/or replacements specified in Section 5 above and, in the event of litigation to recover such expenses, the prevailing party shall be entitled to recover reasonable attorney’s fees.

Section 7. Character of Easement. This Easement shall be perpetual and, further, shall inure to the benefit of and be binding upon the parties’ respective successors and assigns.

Section 8. Use by Grantors and Other Easements. The owners of the 815 City Center Drive Real Estate and the 805 City Center Drive Real Estate shall be permitted to use their respective portions of the Easement Area and also to grant other easements within such portions of the Easement Area for any purposes which do not impair the Storm Water Quality System and which are not inconsistent or conflicting with this Easement and the Grantee’s rights under this Easement, including but not limited to, the right to install, maintain, repair, replace and use pavement, sidewalks, drive aisles, curb cuts, parking areas, and landscaping.

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner(s) of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction. In the event that the Real Estate is later redeveloped and, as such, the site plan made the subject of the Permit is revised, then the Grantee and then the owner of the Real Estate shall amend this Easement to reconfigure the Easement Area, accordingly, so that Easement Area is adjusted to and does not conflict with such revised site plan.

Section 10. Indemnification. The owner of the 815 City Center Drive Real Estate shall indemnify, defend, and hold harmless the owner of the 805 City Center Drive Real Estate, as well as the owner of the 805 City Center Drive Real Estate's successors and assigns, from and against any and all claims, costs, expenses, damages, liabilities which the owner of the 805 City Center Drive Real Estate, as well as the owner of the 805 City Center Drive Real Estate's successors and assigns, may suffer and incur to the extent caused by reason of or on account of the owner of the 815 City Center Drive Real Estate's failure to comply with the provisions of this Easement, unless any of the foregoing result from the intentional or willful misconduct of the owner of the 805 City Center Drive Real Estate, its agents, employees, licensees, or invitees. The owner of the 805 City Center Drive Real Estate shall indemnify, defend, and hold harmless the owner of the 815 City Center Drive Real Estate, as well as the owner of the 815 City Center Drive Real Estate's successors and assigns, from and against any and all claims, costs, expenses, damages, liabilities which the owner of the 815 City Center Drive Real Estate, as well as the owner of the 815 City Center Drive Real Estate's successors and assigns, may suffer and incur to the extent caused by reason of or on account of the owner of the 805 City Center Drive Real Estate's failure to comply with the provisions of this Easement, unless any of the foregoing result from the intentional or willful misconduct of the owner of the 815 City Center Drive Real Estate, its agents, employees, licensees, or invitees

Section 11. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and/or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

Section 12. Recordation. As soon as reasonably practicable after the execution and acknowledgment hereof, the parties shall cause this Agreement to be recorded in the office of the Recorder of Hamilton County, Indiana.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

*[Remainder of page intentionally left blank;
signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Perpetual Storm Water Quality Management Easement to be effective as of the Effective Date.

"Grantor"

CONGRESSIONAL FLEX, LLC,
an Indiana limited liability company

By: 
Christopher D. Reid, Manager

By: _____
John C. Hart, Jr., Manager

Date: DECEMBER 20, 2022

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Christopher D. Reid, as the Manager of Congressional Flex, LLC, an Indiana limited liability company, who acknowledged execution of the foregoing Easement for and on behalf of such limited liability company.

Witness my hand and Notarial Seal this 20th day of DECEMBER, 2022.

My Commission Expires:

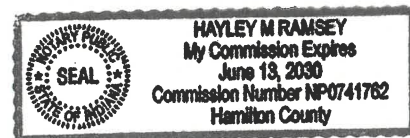
6/13/2030


Notary Public

Residing in Hamilton County

Hayley Ramsey
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)



Before me, a Notary Public in and for said County and State, personally appeared John C. Hart, Jr., as the Manager of Congressional Flex, LLC, an Indiana limited liability company, who acknowledged execution of the foregoing Easement for and on behalf of such limited liability company.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County


Printed Name

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Perpetual Storm Water Quality Management Easement to be effective as of the Effective Date.

"Grantor"

CONGRESSIONAL FLEX, LLC,
an Indiana limited liability company

By: _____
Christopher D. Reid, Manager

By:  _____
John C. Hart, Jr., Manager

Date: _____

Date: December 21, 2022

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Christopher D. Reid, as the Manager of Congressional Flex, LLC, an Indiana limited liability company, who acknowledged execution of the foregoing Easement for and on behalf of such limited liability company.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared John C. Hart, Jr., as the Manager of Congressional Flex, LLC, an Indiana limited liability company, who acknowledged execution of the foregoing Easement for and on behalf of such limited liability company.

Witness my hand and Notarial Seal this 21st day of December, 2022.

My Commission Expires: _____

June 22, 2024

Residing in Marion County

Notary Public

Printed Name



CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

Not Present

James Brainard, Mayor

Date: _____

DocuSigned by:

Mary Ann Burke

Mary Ann Burke, Member

Date: 12/21/2022

DocuSigned by:

Lori Watson

Lori Watson, Member

Date: 12/21/2022

ATTEST:

DocuSigned by:

Sue Wolfgang

Sue Wolfgang, Clerk

Date: 12/21/2022

STATE OF INDIANA)

)SS:

COUNTY OF HAMILTON)

Not Present

Before me, a Notary Public in and for said County and State, personally appeared James Brainard, a member of the City of Carmel, Indiana Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel, Indiana Board of Public Works & Safety.

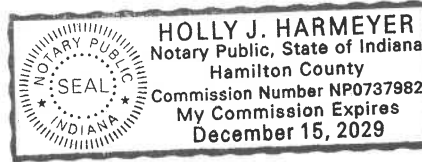
Witness my hand and Notarial Seal this Not Present day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name



STATE OF INDIANA)
)SS:
 COUNTY OF HAMILTON)

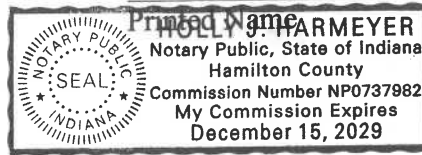
Before me, a Notary Public in and for said County and State, personally appeared Mary Ann Burke, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of Board of Public Works & Safety.

Witness my hand and Notarial Seal this 21st day of December, 2022.

My Commission Expires:
12/15/2029

Residing in Hamilton County

Holly J Harmeyer
 Notary Public
 Holly J Harmeyer



STATE OF INDIANA)
)SS:
 COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Lori Watson, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel Board of Public Works & Safety.

Witness my hand and Notarial Seal this 21st day of December, 2022.

My Commission Expires:
12/15/2029

Residing in Hamilton County

Holly J Harmeyer
 Notary Public
 Holly J Harmeyer
 Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)



Before me, a Notary Public in and for said County and State, personally appeared Sue Wolfgang, the Clerk of the City of Carmel, Indiana and acknowledged execution of the foregoing Easement as the Clerk of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this 21st day of December, 2022.

My Commission Expires:

12/15/2029

Residing in Hamilton County

A handwritten signature in cursive script that reads "Holly J. Harmeyer".

Notary Public

Holly J Harmeyer

Printed Name

Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Jon Oberlander, Esq.

Prepared by: Jon Oberlander, Corporation Counsel, One Civic Square, Carmel, IN 46032

Return to: Jeremy Kashman, P.E., City Engineer, One Civic Square, Carmel, IN 46032

Exhibit A
Easement Area

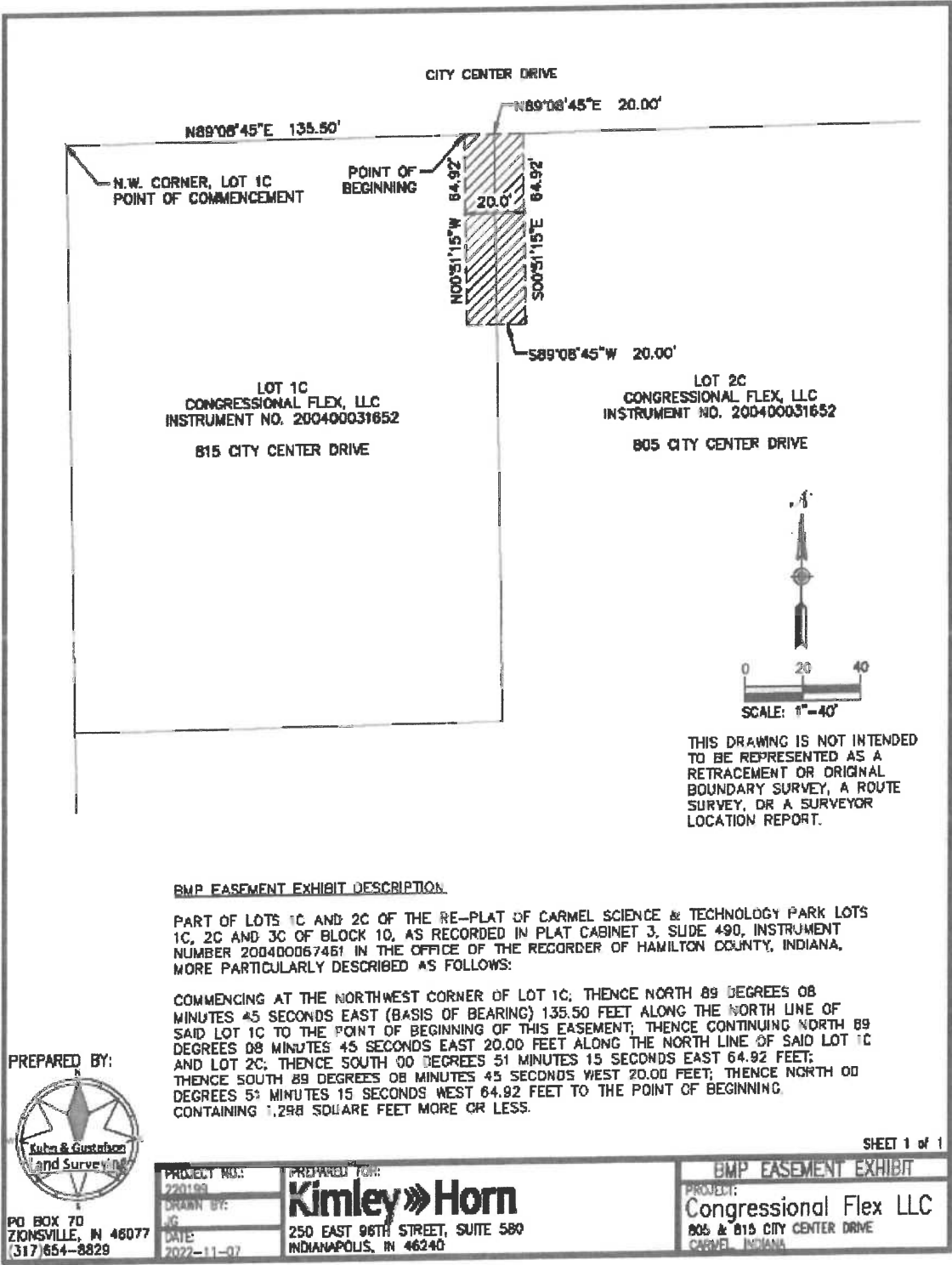


Exhibit B
805 City Center Drive Real Estate

LOT NUMBERED 2C OF REPLAT LOTS 1C, 2C AND 3C OF BLOCK 10, CARMEL SCIENCE & TECHNOLOGY PARK, AN ADDITION IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED SEPTEMBER 28, 2004 IN PLAT CABINET 3, SLIDE 490 AS INSTRUMENT NO. 200400067461 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Exhibit C
815 City Center Drive Real Estate

LOT NUMBERED 1C OF REPLAT LOTS 1C, 2C AND 3C OF BLOCK 10, CARMEL SCIENCE & TECHNOLOGY PARK, AN ADDITION IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED SEPTEMBER 28, 2004 IN PLAT CABINET 3, SLIDE 490 AS INSTRUMENT NO. 200400067461 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Rieth-Riley Construction Co., Inc.

Engineering Department - 2022

Appropriation # 2200 176 44-628.06 ARP Covid Local Fis Rec; 2200 202 43-509.00 Local Road & Street; 2200 211 43-509.00 CUM Cap Development Funds; P.O. # 108200

Contract Not To Exceed \$2,538,637.79

APPROVED
By Sergey Grochukhin at 9:57 am, Dec 19, 2022

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Rieth-Riley Construction Co., Inc., an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. ACKNOWLEDGMENT, ACCEPTANCE:

Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.

2. PERFORMANCE:

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 2200 176 44-628.06 ARP Covid Local Fis Rec, 2200 202 43-509.00 Local Road & Street and 2200 211 43-509.00 CUM Cap Development funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards. Vendor will not perform any of the Services detailed in Exhibit A prior to obtaining a written Notice to Proceed from the City. Upon receiving a Notice to Proceed, the Vendor shall perform only those Services specifically detailed in the Notice. If the Vendor desires clarification of the scope of any Notice to Proceed, the Vendor shall obtain such clarification from the City in writing, prior to performing the service set forth in the Notice to Proceed. Any services performed without the City's prior express written authorization will not be compensated.

3. PRICE AND PAYMENT TERMS:

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Two Million Five Hundred Thirty Eight Thousand Six Hundred Thirty Seven Dollars and Seventy Nine Cents (\$2,538,637.79) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A and any attachments, references and/or addendums thereto, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.

Rieth-Riley Construction Co., Inc.

Engineering Department - 2022

Appropriation # 2200 176 44-628.06 ARP Covid Local Fis Rec; 2200 202 43-509.00 Local Road & Street; 2200 211 43-509.00 CUM Cap Development Funds; P.O. # 108200

Contract Not To Exceed \$2,538,637.79

4. WARRANTY:

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City pursuant to or as part of that certain City of Carmel Engineering Department Bid Proposal Package for "21-05, City Center Dr & Veterans Way RAB Construction" received by the City of Carmel Board of Public Works and Safety on or about December 7, 2022, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. TIME AND PERFORMANCE:

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its

Rieth-Riley Construction Co., Inc.

Engineering Department - 2022

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insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

Rieth-Riley Construction Co., Inc.

Engineering Department - 2022

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15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Engineering Department One Civic Square Carmel, Indiana 46032	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
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If to Vendor: Rieth-Riley Construction Co., Inc.
1751 W Minnesota Street
Indianapolis, Indiana 46221

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

Rieth-Riley Construction Co., Inc.

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19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2023 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

27. IC 5-16-13.

The provisions of IC 5-16-13 are hereby incorporated into this Agreement by reference.

Rieth-Riley Construction Co., Inc.

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28. DEBARMENT AND SUSPENSION

28.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

28.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

29. IRAN CERTIFICATION.

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

Rieth-Riley Construction Co., Inc.

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Contract Not To Exceed \$2,538,637.79

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Rieth-Riley Construction Co., Inc.

by and through its Board of Public
Works and Safety

By:

Not Present

James Brainard, Presiding Officer

Date:

DocuSigned by:

Mary Ann Burke

6E37CC0C068E4C4...

Mary Ann Burke, Member

Date: 12/21/2022

DocuSigned by:

Lori Watson

86D22381842B40D...

Lori Watson, Member

Date: 12/21/2022

ATTEST:

DocuSigned by:

Sue Wolfgang

683A89D7A0814C5...

Sue Wolfgang, Secretary

Date: 12/21/2022

By:

Randall S. Stine

Authorized Signature

Randall S. Stine

Printed Name

Regional VP Central IN

Title

FID/TIN: 35-0918397

Date: December 16, 2022

Not Present

BID PROPOSAL SUMMARY PAGE

Complete the following information and place as the cover page to your bid packet. Insert all documents into an envelope with project name and your company name clearly marked on the outside. Seal the envelope.

The prices indicated on this sheet shall be read aloud during the bid opening and shall match the prices indicated in Part 2 of the Bidders Itemized Proposal and Declarations.

Company:	Rieth-Riley Construction Co.,Inc
Project Name:	Project No. 21-05 City Center Dr & Veterans Way Roundabout
Date Submitted:	12/7/22
Base Bid Amount:	\$2,538,637.79

BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS
City of Carmel

Instructions To Bidders:

This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project: **CITY CENTER DR & VETERANS WAY ROUNDABOUT**

Proposal For Construction of : ***The project is for the construction of one new roundabout at the intersection of City Center Dr and Veterans Way in Carmel, IN. The project consists of installing storm sewers, water main, sanitary sewer, communications conduit, new full depth asphalt pavement, curbs, decorative and concrete sidewalks, asphalt path, lighting, and raised crosswalks.***

Date: 12/7/22

To: **City of Carmel, Indiana, Board of Public Works and Safety**

EXHIBIT A
PAGE 2 OF 10

PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name: Rieth-Riley Construction Co.,Inc

1.2 Bidder Address: Street Address: 1751 W Minnesota St

City: Indianapolis State: IN Zip: 46221

Phone: 317-634-5561 Fax: 317-631-6423

1.3 Bidder is a/an [mark one]

 Individual Partnership X Indiana Corporation

 Foreign (Out of State) Corporation; State:

 Joint Venture Other

1.4 *[The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the City of Carmel, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the Indiana General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 23, 1958.]*

.1 Corporation Name:

.2 Address:

.3 Date registered with State of Indiana:

.4 Indiana Registered Agent:

Name:

Address:

EXHIBIT A
PAGE 3 OF 10

PART 2
BID PROPOSAL

2.1 Base Bid

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total Two million five hundred thirty-eight thousand six hundred thirty-seven dollars and seventy-nine cents Dollars (\$2,538,637.79). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of Bid evaluation and Contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the OWNER and ENGINEER cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Contract.

EXHIBIT A
PAGE 4 OF 10

PART 3
CONTRACT ITEMS AND UNIT PRICES

City of Carmel Project #21-05 City Center Dr and Veterans Way Roundabout					
Item #	Item	Quantity	Unit	Unit Cost	Total Cost
1	Construction Engineering	1	LS	\$21,622.13	\$21,622.13
2	Mobilization and Demobilization	1	LS	\$145,645.22	\$145,645.22
3	Clearing of Right of Way	1	LS	\$40,933.72	\$40,933.72
4	Excavation, Common	1,775	CYD	\$84.62	\$150,200.50
5	Borrow	2,574	CYD	\$0.01	\$25.74
6	Pavement Removal	75	SYD	\$35.96	\$2,697.00
7	Storm Water Quality Management Budget	13,000	DOL	\$1.24	\$16,120.00
8	SWQCP Management Implementation, Level 1	1	LS	\$8,222.81	\$8,222.81
9	SWQCP Preparation	1	LS	\$4,000.00	\$4,000.00
10	Subgrade Treatment, Type IBC	3,991	SYD	\$53.23	\$212,440.93
11	Subgrade Treatment, Type II	70	SYD	\$44.66	\$3,126.20
12	Subgrade Treatment, Type III	292	SYD	\$10.16	\$2,966.72
13	Subgrade Treatment (Undistributed)	125	CYD	\$98.67	\$12,333.75
14	Structure Backfill, Type 2	495	CYD	\$87.36	\$43,243.20
15	Geogrid, Type IB	138	SYD	\$7.50	\$1,035.00
16	Geogrid, Type IB (Undistributed)	437	SYD	\$7.56	\$3,303.72
17	Compacted Aggregate, No. 53	191	CYD	\$131.14	\$25,047.74
18	Milling, Asphalt, 1 1/2 IN	191	SYD	\$32.57	\$6,220.87
19	QC/QA HMA, 3, 70, Surface, 9.5mm	234	TON	\$160.29	\$37,507.86
20	QC/QA HMA, 3, 64, Intermediate, 19.0mm	363	TON	\$152.39	\$55,317.57
21	QC/QA HMA, 3, 64, Base 25.0 mm	955	TON	\$122.85	\$117,321.75
22	QC/QA HMA, 3, 76, Intermediate, OG 19.0mm	380	TON	\$145.58	\$55,320.40
23	Asphalt for Tack Coat	3	TON	\$0.01	\$0.03
24	Paver, Roadway	174	SFT	\$45.65	\$7,943.10
25	Colored and Jointed Concrete, 7"	146	SYD	\$166.18	\$24,262.28
26	Raised Crosswalk	302	SYD	\$381.32	\$115,158.64
27	PCCP, 10.5", Decorative	1,808	SFT	\$28.84	\$52,142.72
28	Sidewalk, Concrete	701	SYD	\$100.01	\$70,107.01
29	Sidewalk, Paver, 36" x 36"	4,456	SFT	\$41.81	\$186,305.36
30	HMA for Sidewalk	44	TON	\$298.12	\$13,117.28
31	Curb Ramp, Concrete	121	SYD	\$243.68	\$29,485.28
32	Detectable Warning Surfaces	33	SYD	\$369.52	\$12,194.16
33	Concrete Curb, Barrier	1,175	LFT	\$43.86	\$51,535.50
34	Center Curb, D, Concrete	5	SYD	\$500.67	\$2,503.35
35	Curb & Gutter, Concrete, Type II	625	LFT	\$51.06	\$31,912.50

EXHIBIT A
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36	Curb&Guter,Concrete,Depressed	138	LFT	\$73.34	\$10,120.92
37	CurbandGuterRo1Curb	195	LFT	\$45.96	\$8,962.20
38	PCCPforAproaches,9IN	232	SYD	\$133.36	\$30,939.52
39	Topsoil(Undistributed)	45	CYD	\$193.68	\$8,715.60
40	NurserySod	980	SYD	\$5.00	\$4,900.00
41	MulchedSed1ng,U	1,430	SYD	\$2.50	\$3,575.00
42	FieldOfIce,C	4	MOS	\$5,599.92	\$22,399.68
43	ComputerSystemEquipment	2	EA	\$497.77	\$995.54
4	ComputerSystem	2	EA	\$1,555.54	\$3,111.08
45	WaterMainTap,Irrigation	1	EA	\$8,088.77	\$8,088.77
46	Pipe,Type4,Circular,6"	797	LFT	\$17.56	\$13,995.32
47	Pipe,UnderdrainOutlet,6"	104	LFT	\$22.59	\$2,349.36
48	Pipe,RCP,Circular,12"	537	LFT	\$88.70	\$47,631.90
49	Pipe,RCP,Circular,18"	79	LFT	\$128.17	\$10,125.43
50	Pipe,SDR35PVC,15"	82	LFT	\$368.68	\$30,231.76
51	VideoInspectionforPipe	616	LFT	\$1.00	\$616.00
52	VideoInspectionforUnderdrain	901	LFT	\$1.00	\$901.00
53	GeotextileforUnderdrain,Type1A	726	SYD	\$5.88	\$4,268.88
54	Aggregateforunderdrains	72	CYD	\$210.02	\$15,121.44
5	WaterQualityUnit,BMP18FSnout	1	EA	\$3,062.05	\$3,062.05
56	WaterQualityUnit,CS-5	1	EA	\$52,398.01	\$52,398.01
57	AdjustCastingtoGrade,StormManhole	2	EA	\$934.79	\$1,869.58
58	Structure,SanitaryManhole,Reconstruct	1	EA	\$3,346.05	\$3,346.05
59	Structure,SanitaryManhole,TypeI	2	EA	\$27,408.83	\$54,817.66
60	SanitaryBypassPumping	1	LS	\$10,700.01	\$10,700.01
61	Inlet,HA-5	1	EA	\$5,548.54	\$5,548.54
62	Manhole,C-4	2	EA	\$5,085.36	\$10,170.72
63	Inlet,B-15	5	EA	\$4,682.08	\$23,410.40
64	Inlet,C-15	4	EA	\$4,682.09	\$18,728.36
65	12" PVC C900 DR14 Water Main	333	LFT	\$289.65	\$96,453.45
66	8" PVC C900 DR18 Water Main	93	LFT	\$240.91	\$22,404.63
67	12"GateValve	2	EA	\$5,691.70	\$11,383.40
68	12"x12"Tap1ngSad1e12"TapValve	1	EA	\$17,886.25	\$17,886.25
69	12"Conect1on	1	EA	\$17,042.41	\$17,042.41
70	8"Conect1on	1	EA	\$14,769.79	\$14,769.79
71	CompleteHydrantAsembly	1	EA	\$10,247.04	\$10,247.04
72	RetireValveBox	3	EA	\$1,460.64	\$4,381.92
73	AdjustValvetoGrade	2	EA	\$1,045.00	\$2,090.00
74	AdjustValvetoGrade&ReplaceValveBox (Undistributed)	1	EA	\$1,728.17	\$1,728.17
75	12"Cut&Cap	1	EA	\$1,460.62	\$1,460.62
76	RoadClosureSignAsembly	4	EA	\$175.00	\$700.00

77	Detour Route Sign Assembly	16	EA	\$143.00	\$2,288.00
78	Construction Sign, A	2	EA	\$136.00	\$272.00
79	Construction Sign, B	19	EA	\$59.00	\$1,121.00
80	Flashing Arrow Sign	45	DAY	\$19.00	\$855.00
81	Maintaining Traffic	1	LS	\$33,689.22	\$33,689.22
82	Barricade, III-A	232	LFT	\$9.00	\$2,088.00
83	Sign Post, Square, 1, Reinforced Anchor Base	234	LFT	\$26.70	\$6,247.80
84	Sign, Sheet, and Supports, Remove	4	EA	\$65.90	\$263.60
85	Sign, Sheet with Legend, 0.080"	83	SFT	\$26.00	\$2,158.00
86	Sign, Sheet with Legend, 0.100"	58	SFT	\$30.20	\$1,751.60
87	Decorative Street Sign Assembly	4	EA	\$3,784.00	\$15,136.00
88	Controller and Cabinet, P-1, Modified	1	EA	\$5,757.00	\$5,757.00
89	Controller Cabinet Foundation, P-1, Modified.	1	EA	\$3,067.00	\$3,067.00
90	Adjust Casting to Grade, Utility Manhole	2	EA	\$1,250.98	\$2,501.96
91	Handhole, Shared	5	EA	\$2,286.00	\$11,430.00
92	Communications Vault, 4x4x4	1	EA	\$8,769.00	\$8,769.00
93	Service Point, II, Modified	1	EA	\$8,787.00	\$8,787.00
94	Lighting Foundation, Concrete, with Grounding, 30" dia. x 96"	8	EA	\$1,859.00	\$14,872.00
95	Luminaire, Ornamental	8	EA	\$4,937.00	\$39,496.00
96	Light Pole, Ornamental	8	EA	\$4,893.00	\$39,144.00
97	Lighting Foundation, Concrete, with Grounding, 30" dia. x 72"	2	EA	\$1,528.00	\$3,056.00
98	Street Light, Reset	2	EA	\$1,275.00	\$2,550.00
99	Conduit, PVC, 4 IN, Schedule 80	2,028	LFT	\$42.50	\$86,190.00
100	Conduit, PVC, 4 IN, Schedule 80 with 3-1.25" innerducts	81	LFT	\$82.00	\$6,642.00
101	Conduit, PVC, 1.25 IN, Schedule 80	237	LFT	\$30.10	\$7,133.70
102	Conduit, PVC, 2 IN, Schedule 80	750	LFT	\$32.40	\$24,300.00
103	Wire, No. 4 Copper, in Plastic Duct, in Trench, 4 1/C	918	LFT	\$18.50	\$16,983.00
104	Line, Thermoplastic, Broken, White, 4"	60	LFT	\$3.12	\$187.20
105	Line, Thermoplastic, Solid White, 6"	532	LFT	\$2.11	\$1,122.52
106	Pavement Message Marking, Thermoplastic, Ped Xing	12	EA	\$425.00	\$5,100.00
107	Line, Thermoplastic, Dotted, White, 8"	117	LFT	\$6.23	\$728.91
108	Line, Thermoplastic, Dotted, White, 6"	17	LFT	\$4.67	\$79.39
109	Transverse Marking, Thermoplastic, Yield, White, 36"	102	LFT	\$19.53	\$1,992.06
110	Line, Thermoplastic, Solid Yellow, 4"	819	LFT	\$1.07	\$876.33
111	Pavement Message Marking, Thermoplastic, Lane Indication Arrow	22	EA	\$172.00	\$3,784.00
112	Snowplowable Pavement Marker, Yellow	6	EA	\$750.00	\$4,500.00
113	Snowplowable Pavement Marker, Blue	1	EA	\$750.00	\$750.00
TOTAL:					\$2,538,637.79

PART 4
CONTRACT DOCUMENTS AND ADDENDA

- 4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the Standard General Conditions and incorporates such Contract Documents herein by reference.
- 4.2 The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
1	12/2/22

PART 5
EXCEPTIONS

Instructions To Bidders:

- 5.1 *The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.*
- 5.2 *Bidder is cautioned that any exception taken by Bidder and deemed by OWNER to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.*
- 5.3 *Exceptions:*

N/A

PART 6
FINANCIAL STATEMENT

- 6.1 Attachment of Bidder's financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to OWNER must be specific enough in detail so that OWNER can make a proper determination of the Bidder's capability for completing the Work/Project if awarded. Information on Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Forms #96a and #102, entitled "Standard Questionnaires and Financial Statement for Bidders".

EXHIBIT B
Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/ Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/ Hours Worked	Total
		GRAND TOTAL			

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$1,000,000 each employee
Bodily Injury by Accident/Disease:	\$1,000,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

Commercial General Liability:

General Aggregate Limit (other than Products/Completed Operations):	\$6,000,000
Products/Completed Operations:	\$5,000,000

Personal & Advertising Injury

Each Occurrence Limit:	\$5,000,000
------------------------	-------------

Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Injury and Property Damage:	\$5,000,000 each occurrence
------------------------------------	-----------------------------

Umbrella Excess Liability

If a commercial umbrella liability policy is used to satisfy the minimum limits of liability requirements, the combined limits must equal these minimum limits of liability.

EXHIBIT D

AFFIDAVIT

Randall S. Stine, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by
Rieth-Riley Construction Co. Inc. (the "Employer")
in the position of Regional VP Central IN.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

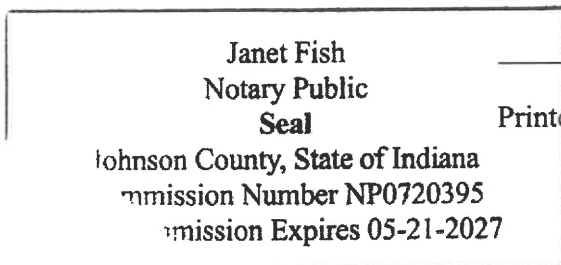
FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 16th day of December, 2022.

Randall S. Stine

Printed: Randal S. Stine, Regional VP Central IN

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.



JAR

Printed: Janet Fish

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108200

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
12/13/2022			00350596	21-05 - City Center Dr & Veterans Way RAB - Construction
VENDOR RIETH-RILEY CONSTRUCTION CO INC		City Engineering's Office		
PO BOX 276		SHIP TO 1 Civic Square		
INDIANAPOLIS, IN 46206 -		Carmel, IN 46032-		
		Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
72468				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 176 ARP COVID LOCAL FIS REC

Account: 44-628.06

1 Each	21-05 - City Center Dr. & Veterans Way RAB - Construction	1,988,353.35	\$1,988,353.35
	Sub Total		\$1,988,353.35

Department: 2200 Fund: 202 Local Road & Street Fund

Account: 43-509.00

1 Each	21-05 - City Center Dr. & Veterans Way RAB - Construction	\$187,285.32	\$187,285.32
	Sub Total		\$187,285.32

Department: 2200 Fund: 211 CUM Cap Development

Account: 43-509.00

1 Each	21-05 - City Center Dr. & Veterans Way RAB - Construction	\$362,999.12	\$362,999.12
	Sub Total		\$362,999.12



Send Invoice To:

City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$2,538,637.79

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Jeremy Kashman
Director

TITLE

CONTROLLER

James Crider
Director of Administration

CONTROL NO. **108200**



JAMES BRAINARD, MAYOR

December 22, 2022

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: REQUEST OF PERFORMANCE BOND AMOUNT REDUCTION – COURTYARDS OF CARMEL

Dear Board Members:

Eaton Excavating has requested Board approval to reduce a performance bond for the Aloft and Elements Hotel project.

The following reductions are requested:

<u>Surety ID</u>	<u>Original Amount</u>	<u>Reduced Amount</u>
Sec. 1 Streets- PB00155801520	\$220,031.02	\$59,336.80
Sec. 2 Streets- PB00155801649	\$551,075.94	\$101,054.00

After review of the bond reduction request, I recommend approval contingent upon the following conditions:

- Performance Guarantee amount cannot be reduced to an amount lower than the amount that will be required for the 3-year maintenance guarantee amount (15%)
- Upon 100% completion of the required improvements, the Developer may request the release of the subject Performance Guarantee. However, the 3-year Maintenance Guarantee amount must be calculated based on the original Performance Guarantee amount.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

To: Board of Public Works
and Safety
City of Carmel, Indiana

Date: December 22, 2022
Resolution No: BPW-01-04-23-02

From: CITY ENGINEER

Principal: **Old Town Group**

Surety: **Citizen State Bank**

Board Members:

I have conducted final inspection at **Gray Oaks** for the following improvements:

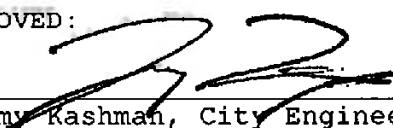
<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Erosion Control	LOC 373	\$105,162.00

The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvement, subject to the following conditions:

3 year maintenance guarantees to replace the surety listed above must be submitted to replace the performance guarantee. The required maintenance guarantee amounts are as follows:

<u>ITEM</u>	<u>AMOUNT</u>
Erosion Control	\$10,516.20

APPROVED:


Jeremy Kashman, City Engineer

Be it resolved by the board of Public Works and Safety, City of Carmel, Indiana on this **4th day of January, 2023**, that the performance guarantee for **Gray Oaks** listed above is accepted and released by the City of Carmel, Indiana subject to any conditions listed above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety

American Structurepoint, Inc.
Engineering Department - 2023
Appropriation # 2200 2200 43-401.00 Motor Vehicle Highway Fund; P.O. #108231
Contract Not To Exceed \$100,500.00

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

APPROVED
By Sergey Grechukhin at 12:49 pm, Dec 28, 2022

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and American Structurepoint, Inc. (the "Professional"), as City Contract dated May 6, 2022 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

American Structurepoint, Inc.

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

By:

DocuSigned by:

Cash E. Canfield

F19A23CCE23A42D...

Cash E. Canfield, PE

Printed Name

Chief Operating Officer

Title

FID/TIN: 35-1127317

Date: 12/27/2022

Exhibit A



AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

December 12, 2022

Mr. Jeremy Kashman
City Engineer
City of Carmel
Carmel City Hall, One Civic Square
Carmel, Indiana 46032

Re: Carmel City Comprehensive Safety Action Plan

Dear Jeremy,

American Structurepoint, Inc., ("Engineer") is pleased to provide the following proposal to prepare a Comprehensive Safety Action Plan ("CSAP") for City of Carmel.

SCOPE

The Engineer shall assist City in preparing a Comprehensive Safety Action Plan (CSAP), also known as Local Road Safety Plan (LRSP), including the following:

1. Review of the Federal Highway Administration Local Road Safety Plan guidelines and Indianapolis MPO Safe Streets and Roads for All Safety Action Plan.
2. Coordinate with City's engineering department to identify existing City traffic data collection resources, collect available relevant traffic data from those resources, identify potential expansion of data collection resources to enhance efficacy of CSAP, and establish system for ongoing collection and monitoring of data to enhance future reporting of successes generated by the CSAP.
3. Complete a crash/safety analysis to determine existing transportation system deficiencies and develop improvement/mitigation alternatives. These include:
 - a. Analysis of existing conditions based on historical crash trends. This includes determination of crash frequency and severity as well as contributing factors along major roadway segments and intersections within the City. Historical crash data to be provided by the City and/or MPO.
 - b. Analysis of systemic and location specific safety enhancement opportunities, as needed. The analysis will include roadways and intersections within the City's jurisdiction as practical to identify higher-risk locations or hotspot locations (up to 20).

2022.03149

Mr. Jeremy Kashman

December 12, 2022

Page 2

5. In addition to the safety analysis, the Engineer shall assist the City with engaging public and private stakeholders and community groups to receive input on the safety concerns of the general public. Information received from engagement and collaboration will be analyzed and incorporated into the Action Plan. Coordinate with City's engineering and planning departments to review and assess current policies, plans, guidelines, and/or standards to determine how processes prioritize transportation safety and identify opportunities to improve.
6. Provide a high-level evaluation of existing zoning and subdivision ordinances, access management, landscaping, and other transportation and mobility sections to ensure compliance and to address identified safety issues.
7. Evaluate potential future safety issues that may develop as a result of existing or proposed land-use and economic development areas.
8. Identify a comprehensive set of projects and strategies that address the prevailing safety problems based on data, available evidence, stakeholder input, and equity considerations.
9. Develop an Implementation Plan to prioritize projects, programs, and countermeasures (short-term, mid-term, and long-term timeframes).
10. Coordinate with City officials to develop a safety goal and mission statement along with a timeline to address existing safety concerns.
11. Prepare a Draft Action Plan for review by the City. This report will include simple graphical charts and GIS data/maps to illustrate the crash trends within the City, hotspot locations, contributing factors etc.
12. Prepare the Final Action Plan report after addressing review comments on the Draft Action Plan.
13. Attend / Conduct up to six (6) progress and coordination meetings throughout the duration of the Action Plan development process. Up to two (2) of these meetings may be held in-person with the stakeholders and CSAP committee.

SCHEDULE

We anticipate completion of a substantially completed Draft Action Plan within five (5) months from the time we are issued NTP with an executed contract. The Final revised Action Plan will be completed within 30 days after receipt of comments on the draft report from all parties.

COMPENSATION

Compensation for the professional services identified in this proposal will be **\$100,500** to be paid on a lump sum basis. This will be invoiced to you on a monthly basis as services are performed.

ADDITIONAL SERVICES NOT INCLUDED

The following services are not included as part of the project traffic engineering services, but should you identify any of these services to be included in the current scope, we will incorporate those in the revised scope and fee proposal to follow.

- a. Traffic data collection (turning movement counts, roadway tube counts, etc.)
- b. Traffic capacity/operations analysis for any intersections
- c. Traffic signal warrant study for any intersections
- d. Crash and safety analysis for additional locations (beyond 20 included in scope)

Mr. Jeremy Kashman

December 12, 2022

Page 3

- e. Opinion of Probable Construction Costs for proposed safety improvement projects
- f. Additional meetings beyond the number identified in the scope
- g. Speed study or 85th percentile speed data collection

Jeremy, we greatly appreciate this opportunity and look forward to assisting you and your team at the City of Carmel on the development of this Comprehensive Safety Action Plan. If you have any questions or comments regarding this proposal, please do not hesitate to contact us at (317) 547-5580.

Very truly yours,
American Structurepoint, Inc.



Hardik R. Shah, PE, PTOE
National Practice Director / Group Leader



Mike McBride, PE
Vice President

HRS/MM:mma

Attachments

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0
FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108231

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
12/14/2022			00350562	ASA 1 - 22-05 Comprehensive Safety Action Plan (CSAP)
VENDOR		AMERICAN STRUCTURE POINT, INC		
		9025 RIVER RD		
		SUITE 200		
		INDIANAPOLIS, IN 46240 -		
		City Engineering's Office		
		SHIP TO 1 Civic Square		
		Carmel, IN 46032-		
		Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
72539				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 2200 Motor Vehicle Highway

Account: 43-401.00

1 Each	ASA 1 - 22-05 Comprehensive Safety Action Plan (CSAP)	\$100,500.00	\$100,500.00
		Sub Total	\$100,500.00

Send Invoice To:

City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-



PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

*SHIP PREPAID
*C.O.D. SHIPMENT CANNOT BE ACCEPTED
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$100,500.00

*A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Jeremy Kashman
Director

TITLE

CONTROLLER

James Crider

Director of Administration

CONTROL NO. **108231**

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated June 1, 2022 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

CrossRoad Engineers, P.C.

By:

By:

James Brainard, Presiding Officer
Date: _____

Authorized Signature



Printed Name

Trent E. Newport

Mary Ann Burke, Member
Date: _____

Title

President

Lori S. Watson, Member
Date: _____

FID/TIN: 35-1963331

ATTEST:

Date: 12.21.22

Sue Wolfgang, Clerk
Date: _____

Exhibit A

December 7, 2022

Mr. Jeremy Kashman, City Engineer
City of Carmel
One Civic Square
Carmel, IN 46032



RE: On-Call Plan Review
Updated Consultant Fee Request

Dear Mr. Kashman,

We have prepared this updated proposal to continue providing professional services for the City of Carmel. CrossRoad Engineers will provide these services as an extension of the City Engineer's staff on an hourly basis. The specific service we shall provide per this scope includes the technical drainage review of developer-prepared plans as your office requests in conjunction with private developer related projects.


Our December 1, 2022 invoice of \$4,012.50 reduces the remaining balance of PO #105873 to \$51,665.00. To continue work through the calendar year of 2022 and to December 31, 2023, we formally request an additional amount of \$50,000 be added to the contract ceiling against which we would invoice. This amount is based on the workload already performed by our office in 2022, utilizing the average of the monthly invoices with the expectation that the intensity of submittals will remain steady for the remainder of the 2022 calendar year and 2023 calendar year. We will continue to work as efficiently as possible to minimize the City's expenditures on these developer-driven projects. Should at any time during the 2023 calendar year the supplemental amount be depleted, we shall contact you immediately to request additional funds for these services.

As discussed above, please accept our formal request for an additional amount of **\$50,000** to be added to our contract ceiling to continue our work through the 2023 calendar year.

We appreciate the City's trust in our ability to provide these services and look forward to continuing working closely with your staff and helping you keep the ever-growing list of projects moving through your office. If you should have any questions or need any further information. Please do not hesitate to call me.

Sincerely,

CrossRoad Engineers, P.C.


Willie Hall, P.E.
Vice President

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108228

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
12/14/2022			068025	22-04 - On-Call Plan Review - 2023
CROSSROAD ENGINEERS, PC		City Engineering's Office		
VENDOR 115 N 17TH AVE		SHIP TO 1 Civic Square		
BEECH GROVE, IN 46107 -		Carmel, IN 46032-		
		Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
72534				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 2200 Motor Vehicle Highway

Account: 43-401.00

1 Each

22-04 - On-Call Plan Review - 2023

\$50,000.00

\$50,000.00

Sub Total



Send Invoice To:

City Engineering's Office

Laurie Slick

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

*SHIP PREPAID

*C O D SHIPMENT CANNOT BE ACCEPTED

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$50,000.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER

ORDERED BY

Jeremy Kashman

Director

TITLE

CONTROLLER

James Crider

Director of Administration

CONTROL NO. **108228**

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated June 1, 2022 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

By:

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____

CrossRoad Engineers, P.C.

By:

Authorized Signature

Printed Name

Title

FID/TIN: 35-1963331

Date: 12.21.22

Exhibit A

December 7, 2022

Mr. Jeremy Kashman, P.E.
City Engineer
City of Carmel
1 Civic Square
Carmel, IN 46032



RE: On-Call Engineering and Inspection Services
Funds Request

Dear Jeremy:

As we discussed, we have prepared this proposal to continue providing professional services for the City of Carmel. Crossroad Engineers, P.C. will provide these services as an extension of the City's Engineer's staff on an hourly basis.

The specific services which we expect to provide include survey, design, inspection, and management services on various miscellaneous projects as your office requests. All work tasks will be completed at the direction of the City Engineer.

Per our communication with your office, we would suggest increasing the current contract ceiling **\$50,000** against which we would invoice. Attached are our 2023 Hourly Billing Rates which we used as a basis for the projected fund increase. Rates used will be the actual Hourly Billing Rates in effect for CRE at the time services are performed.

We value the City's confidence in our ability to provide engineering services and appreciate the opportunity to continue our involvement in the City's improvements. If you should have any questions or need further assistance, please do not hesitate to call me at 780-1555 ext. 140.

Sincerely,

CrossRoad Engineers, P.C.

A handwritten signature in black ink, appearing to read "Willie Hall II".

Willie Hall, P.E.
Vice President

Enc.



HOURLY BILLING RATES

PERSONNEL CLASSIFICATION

HOURLY RATE

DESIGN

Director	\$ 165.00
Senior Project Manager	145.00
Project Manager	130.00
Project Engineer	115.00
Assistant Project Engineer	100.00
CADD Manager	115.00
CADD Technician	100.00
Assistant CADD Technician	85.00
R/W Manager	160.00
R/W Appraiser	160.00
R/W Buyer	160.00

INSPECTION

Director	\$ 165.00
Resident Project Representative	130.00
Asst Resident Project Representative	120.00
Project Inspector	115.00
Assistant Project Inspector	90.00

SURVEY

Survey Manager	\$ 135.00
Assistant Survey Manager	115.00
Survey Crew – 1 Man	120.00
Crew Chief	100.00
Field Man	80.00
Researcher	90.00
Survey Technician	100.00

MISCELLANEOUS

Mileage (per mile)	Current IRS Rate
Other Direct Costs	at cost +15%

Rates Effective through December 2023

CROSSROAD ENGINEERS, PC

115 N. 17th AVE, BEECH GROVE, IN 46107 // 317.780.1555 // CROSSROADENGINEERS.COM

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108225

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO.	DESCRIPTION
12/14/2022			068025	ASA 6 - 22-06 - On-Call Engineering & Inspection - 2023

CROSSROAD ENGINEERS, PC
VENDOR 115 N 17TH AVE

City Engineering's Office
SHIP TO 1 Civic Square
Carmel, IN 46032-
Laurie Slick

BEECH GROVE, IN 46107 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
72530				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 202 Local Road & Street Fund

Account: 43-401.00

1 Each	ASA 6 - 22-06 On-Call Engineering & Inspection - 2023	\$44,300.00	\$44,300.00
	Sub Total		\$44,300.00

Account: 43-509.00

1 Each	ASA 6 - 22-06 On-Call Engineering & Inspection - 2023	\$5,700.00	\$5,700.00
	Sub Total		\$5,700.00



Send Invoice To:
City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID
*C O D SHIPMENT CANNOT BE ACCEPTED
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$50,000.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER

ORDERED BY

Jeremy Kashman
Director

TITLE

CONTROLLER

James Crider
Director of Administration

CONTROL NO. 108225

CrossRoad Engineers, P.C.

Engineering Department - 2023

Appropriation # 2200 203 43-509.00 CUM Cap Improvement Fund, 2200 2200 43-401.00 Motor Vehicle Highway Fund, Fund, 2200 2200 43-509.00 Motor Vehicle Highway Fund; P.O. #108226

Contract Not To Exceed \$167,100.00

APPROVED

By Sergey Grechukhin at 9:43 am, Dec 22, 2022

ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated June 1, 2022 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

CrossRoad Engineers, P.C.

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

By:

Authorized Signature

Printed Name

Title

FID/TIN: _____

Date: _____

Exhibit A



November 10, 2022

Mr. Jeremy Kashman, P.E.
City Engineer
City of Carmel
1 Civic Square
Carmel, IN 46032

Re: Carmel Monon Trail & Greenway Inspection
Supplemental Construction Inspection Proposal

Dear Jeremy:

Based on our conversations with you, we are hereby requesting this supplemental to the original Carmel Monon Trail & Greenway Inspection contract. As you know, the construction on this project has been extended due to added work in the project. In addition, we will provide part-time inspection on the Japanese Garden area as part of this work. The completion of this project was originally expected to be in October of 2022, but will now extend into the spring of 2023. Therefore, we are requesting this supplemental in order to be able to complete the project accordingly.

In summary, we are hereby requesting a supplemental in an amount of \$167,100 for the above described work. Please see the attached sheet for details on hours and rates.

If you should have any questions or need any further information, please do not hesitate to call me at (317) 780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC

A handwritten signature in black ink, appearing to read "Trent E. Newport".

Trent E. Newport, P. E.
President



Monon Trail & Greenway Supplemental **Estimated Costs for Construction Inspection**

ACTIVITY		DIR	RES PROJ REP	PROJ INSP	ASST PROJ INSP	CADD TECH
Construction Duration	25 wks	25	200	1000	0	0
Complete Final Record*	4 wks	4	20	40	0	0
TOTAL HOURS		29	220	1040	0	0

* Includes "As-Built" information

The proposed fee for these estimated hours is as follows:

DIRECT LABOR COSTS --

<u>Personnel Class</u>	<u>Billing Rate</u>	<u>Total Hours</u>	<u>Direct Labor Costs</u>
Director	\$165.00	29	\$4,785.00
Resident Proj. Rep.	\$130.00	220	\$28,600.00
Project Inspector	\$115.00	1040	\$119,600.00
Asst. Proj. Inspector	\$90.00	0	\$0.00
CADD Technician	\$100.00	0	\$0.00
TOTAL DIRECT LABOR COSTS			\$152,985.00

DIRECT NON - LABOR COSTS --

<u>MILEAGE</u>		<u>Direct Non-Labor Costs</u>
Budgeted mileage rate is	\$0.56 /mile	
Director	50 miles/wk x 25 weeks	\$700.00
Resident Proj. Rep.	200 miles/wk x 25 weeks	\$2,800.00
Project Inspector	200 miles/wk x 25 weeks	\$2,800.00
Asst. Proj. Inspector	200 miles/wk x 25 weeks	\$2,800.00

DESIGN INTENT ASSURANCE

Estimated Budget for On-Site Material Testing Services \$5,000.00

TOTAL NON- LABOR COSTS **\$14,100.00**

TOTAL ESTIMATED COSTS **\$167,085.00**

USE **\$167,100.00**

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108226

THIS NUMBER MUST APPEAR ON INVOICES, AP
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
12/14/2022			068025	ASA 18a - 18-ENG-07 - Carmel Monon Trail & Greenway - Supplemental Construction Inspection
CROSSROAD ENGINEERS, PC		City Engineering's Office		
VENDOR 115 N 17TH AVE		SHIP TO 1 Civic Square		
BEECH GROVE, IN 46107 -		Carmel, IN 46032-		
		Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
72531				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 203 CUM Cap Improvement Fund

Account: 43-509.00

1 Each	ASA 18a - 18-ENG-07 - Carmel Monon Trail & Greenway - Supplemental Construction Inspection	\$86,134.00	\$86,134.00
			Sub Total
			\$86,134.00

Department: 2200 Fund: 2200 Motor Vehicle Highway

Account: 43-401.00

1 Each	ASA 18a - 18-ENG-07 - Carmel Monon Trail & Greenway - Supplemental Construction Inspection	\$49,500.00	\$49,500.00
			Sub Total
			\$49,500.00

Account: 43-509.00

1 Each	ASA 18a - 18-ENG-07 - Carmel Monon Trail & Greenway - Supplemental Construction Inspection	\$31,466.00	\$31,466.00
			Sub Total
			\$31,466.00



Send Invoice To:

City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID
*C.O.D. SHIPMENT CANNOT BE ACCEPTED
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$167,100.00

*AP VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Jeremy Kashman
Director

TITLE

CONTROLLER

James Crider
Director of Administration

CONTROL NO. **108226**

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated June 1, 2022 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

By:

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____

CrossRoad Engineers, P.C.

By:

Authorized Signature

Printed Name

Title

FID/TIN:

Date:

Exhibit A



October 27, 2022

Mr. Jeremy Kashman, City Engineer
City of Carmel
One Civic Square
Carmel, IN 46032

Re: City Center and Veterans Way Roundabout
Fee Proposal for Construction Inspection

Dear Jeremy:

As you requested, we have prepared a fee proposal to provide full-time construction inspection services relative to the above referenced project. This project is scheduled to start construction in early 2023 and to be completed by mid 2023.

Below is a listing of individuals we expect to be using on this project:

Trent E. Newport	Director
Lance Stahley	Resident Project Representative
To Be Named	Project Inspector
To Be Named	Assistant Project Inspectors
To Be Named	CADD Technicians (As Builds)

During the 2023 construction durations (estimated to be 15 weeks), we have budgeted 4 hours per week for the Director, 16 hours per week for the Resident Project Representative, 50 hours per week for the Project Inspector, and 40 hours per week for the Assistant Project Inspector. These budgeted hours, with the corresponding billing rates, yield the estimated costs as shown on the attached spreadsheet.

If you should have any questions or need any further information, please do not hesitate to call me at 317-780-1555, ext. 114 or email tnewport@crossroadengineers.com.

Sincerely,

CrossRoad Engineers, PC

A handwritten signature in black ink, appearing to read "Trent E. Newport".

Trent E. Newport, P. E.
President



City Center and Veterans Blvd Roundabout
Estimated Costs for Construction Inspection

ACTIVITY		DIR	RES PROJ REP	PROJ INSP	ASST PROJ INSP	CADD TECH
Construction Duration	15 wks	60	240	750	600	0
Complete Final Record*	4 wks	4	60	80	0	8
TOTAL HOURS		64	300	830	600	8

* Includes "As-Built" information

The proposed fee for these estimated hours is as follows:

DIRECT LABOR COSTS --

<u>Personnel Class</u>	<u>Billing Rate</u>	<u>Total Hours</u>	<u>Direct Labor Costs</u>
Director	\$165.00	64	\$10,560.00
Resident Proj. Rep.	\$130.00	300	\$39,000.00
Project Inspector	\$115.00	830	\$95,450.00
Asst. Proj. Inspector	\$90.00	600	\$54,000.00
CADD Technician	\$100.00	8	<u>\$800.00</u>
TOTAL DIRECT LABOR COSTS			\$199,810.00

DIRECT NON - LABOR COSTS --

<u>MILEAGE</u>		<u>Direct Non-Labor Costs</u>
Budgeted mileage rate is	\$0.56 /mile	
Director	50 miles/wk x 15 weeks	\$420.00
Resident Proj. Rep.	200 miles/wk x 15 weeks	\$1,680.00
Project Inspector	200 miles/wk x 15 weeks	\$1,680.00
Asst. Proj. Inspector	200 miles/wk x 15 weeks	\$1,680.00

DESIGN INTENT ASSURANCE

Estimated Budget for On-Site Material Testing Services \$20,000.00

TOTAL NON- LABOR COSTS **\$25,460.00**

TOTAL ESTIMATED COSTS **\$225,270.00**

USE **\$225,300.00**

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108232

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
12/14/2022			068025	ASA 22a - 21-05 - City Ctr & Veterans Way RAB - Construction Inspection
CROSSROAD ENGINEERS, PC		City Engineering's Office		
VENDOR 115 N 17TH AVE		SHIP TO 1 Civic Square		
BEECH GROVE, IN 46107 -		Carmel, IN 46032-		
		Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
72544				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 202 Local Road & Street Fund

Account: 43-509.00

1 Each

ASA 22a - 21-05 - City Ctr & Veterans Way RAB -
Construction Inspection

\$225,300.00 \$225,300.00

Sub Total \$225,300.00



Send Invoice To:

City Engineering's Office

Laurie Slick

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

*SHIP PREPAID

*C.O.D. SHIPMENT CANNOT BE ACCEPTED

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$225,300.00

*A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Jeremy Kashman

Director

TITLE

CONTROLLER

James Crider

Director of Administration

CONTROL NO. **108232**

RESOLUTION NO. BPW 01-04-23-01

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING AGREEMENT BETWEEN CITY AND VENDOR

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Agreement attached hereto (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this 4th day of January, 2023.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Content License Agreement

APPROVED
By Sergey Greshchukin at 3:04 pm, Dec 20, 2022

This Content License Agreement (this "Agreement") dated as of December 19, 2022 (the "Effective Date"), is by and between EnVeritas Group, Inc., a South Carolina corporation ("EVG"), and City of Carmel, Indiana, ("Licensee").

WHEREAS, EVG wishes to license the content more specifically identified on Exhibit A (the "Licensed Content") for the limited uses set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. EVG grants to Licensee a non-exclusive, non-transferable, and non-sublicensable limited license commencing on the date that EVG releases assets via email to Licensee and terminating at the end of the applicable license term set forth on Exhibit A (the "License") to reproduce, display, transmit, and distribute the Licensed Content solely on the Licensee Properties. Licensee is not granted any right to, and shall not, authorize, permit, or enable any other use of the Licensed Content by Licensee or any other person.
2. Licensed Content. This Agreement covers only the Licensed Content. Licensee shall have no right to any additional content in which EVG has rights unless this Agreement is amended by a writing signed by both parties or a new agreement covering the additional content is executed.
3. Delivery of Content. EVG shall deliver the Licensed Content to Licensee by electronic mail. No later than 15 days prior to any use of the Licensed Content, Licensee shall submit for approval a digital sample of its use of the Licensed Content to EVG, which approval shall not be unreasonably withheld or delayed.
4. Limitations on Use. Licensee shall not edit, alter, modify, or create any derivative works of the Licensed Content. Licensee shall not use the Licensed Content in any manner that may reflect poorly on EVG or the publisher, owner, or licensor of the Licensed Content.
5. Fees and Payment. In consideration of the License granted by EVG hereunder, Licensee shall pay EVG fees equal to \$3,250 (the "License Fees") in accordance with the billing terms provided on the signature page of this Agreement. If Licensee fails to make any payment of License Fees, Licensor may cease delivery of Licensed Content until all License Fees have been paid.
6. Term and Termination. The term of this Agreement commences as of the Effective Date and shall continue until notice of termination, as provided in this Section 6 is given by either party. In the event of a breach, Licensee has 30 days to amend the breach otherwise EVG may terminate this Agreement immediately upon written notice to Licensee, at which point the License shall be void and Licensee shall immediately cease its use of the Licensed Content.
7. Payment Terms. EVG payment terms are net 30. We accept credit cards, wire transfer and company checks. All signed agreements are final. There are no refunds or credits issued for cancellations by Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ENVERITAS GROUP, INC.

By: *Michael Pickens*
Name: Michael Pickens
Title: VP, Publisher Development

[LICENSEE]

By: *Jim Brainard*
Name: Jim Brainard
Title: Mayor

City of Carmel
One Civic Square
Carmel, IN 46032

Exhibit A

Licensed Content and Usage

Permission:

Duration: 12 Months

Titles: "2022 Best Holiday Market" - #1 Carmel Christkindlmarkt

Publisher: USA Today 10Best

Publication year: 2022



Terms of Use:

- *Unlimited (Print + Digital)* - Use of the selected Readers' Choice award in any format. This includes, but is not limited to use on your Websites, Social Channels (any medium), Digital Ads, Digital Newsletters, Email Signature, Packaging, Flyers, Menus, Brochures, Employee Lapels, Magazine articles, Banner Ads, Outdoor Billboard, Newspaper, Radio and TV Ads, or anything of the sort.

Please send creative for approval to licensing@enveritasgroup.com prior to publishing.

Licensing Fee:
\$3,250

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0
FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108176

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION	
12/12/2022			375933		
ENVERITAS GROUP INC VENDOR PO BOX 5209 GREENVILLE, SC 29606--5209		COMMUNITY RELATIONS SHIP TO 1 CIVIC SQ Carmel, IN 46032-			
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT	
72406					
QUANTITY	UNIT OF MEASURE	DESCRIPTION		UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-593.00

1 Each

LOGO LICENSING

\$3,250.00	\$3,250.00
Sub Total	\$3,250.00



Send Invoice To:
COMMUNITY RELATIONS

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

*SHIP PREPAID.
*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$3,250.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Nancy S Heck

Nancy Heck
Director

TITLE

CONTROLLER

CONTROL NO. **108176**

RESOLUTION NO. BPW 01-04-23-03

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING AGREEMENT BETWEEN CITY AND VENDOR**

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana (“City”), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City’s mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City’s mayor, the Honorable James C. Brainard, has caused to be signed the Agreement attached hereto as Exhibit A (the “Contract”); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City’s Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk’s Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2023.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

PKS Construction, Inc.
Mayor's Office - 2022
Appropriation # 1160 101 44-630.00 Fund; P.O. #108266
Contract Not To Exceed \$9,754.00

APPROVED
By Sergey Grechukhin at 2:44 pm, Dec 20, 2022

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR GOODS AND SERVICES**

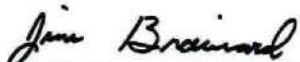
THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and PKS Construction, Inc., (the "Vendor"), as City Contract dated October 6, 2021 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

PKS Construction, Inc.

By:



James Brainard, Presiding Officer
Date: 12-20-2022

Mary Ann Burke, Member
Date:

Lori S. Watson, Member
Date:

ATTEST:

Sue Wolfgang, Clerk
Date:

By:



Authorized Signature

David Kojetin
Printed Name

Corporate Secretary
Title

FID/TIN: 20-4880827

Date: 12/20/22

Exhibit A



*Certified Minority and Women
Owned Business Enterprise*

PKS Construction Inc.
450 South Ritter Ave, Suite A
Indianapolis, IN 46219
(p) 317-354-1070
(f) 317-354-1237
(cell) 317-294-8909

December 14, 2022

City of Carmel
ATTN: Clayton Bell
Carmel, IN 46032

Re: Carmel City Hall – 3rd Floor Kitchenette

Clayton,

We are pleased to quote the sum of **Nine Thousand Five Hundred Seventy-Four Dollars \$9,574** for removing and replacing the 3rd Floor Kitchenette cabinets and countertop per the below scope of work.

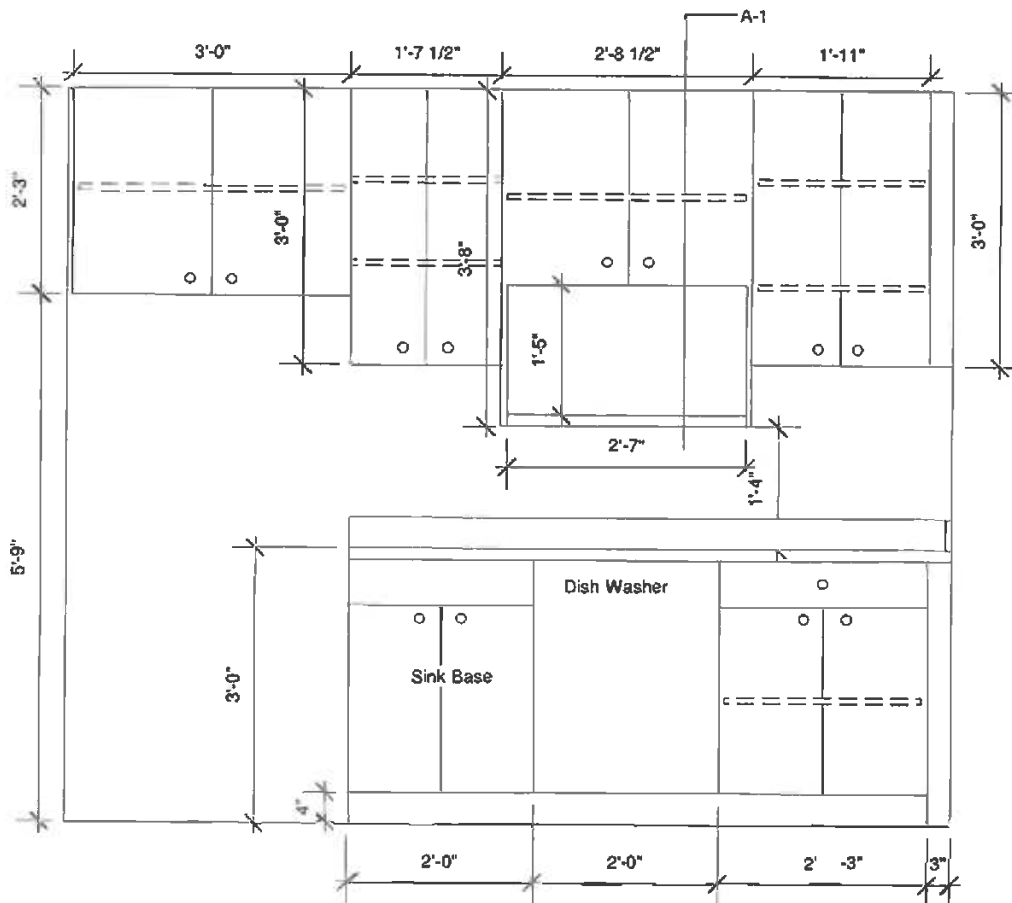
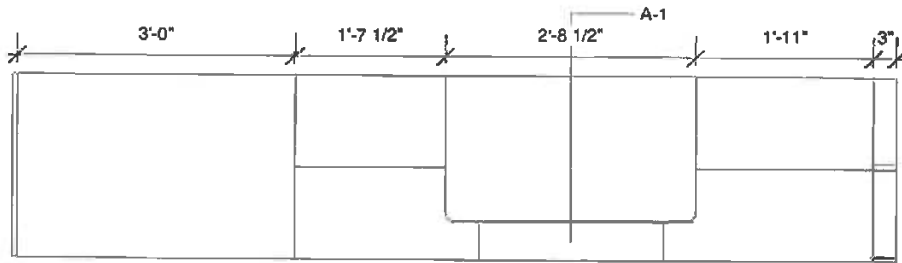
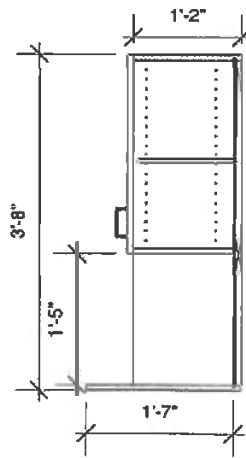
Scope of work:

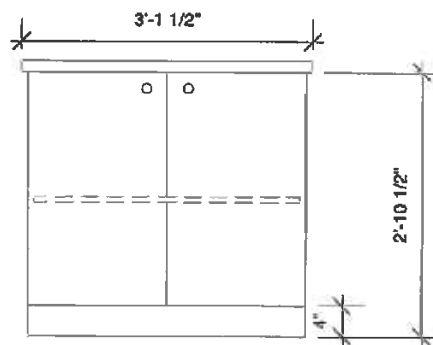
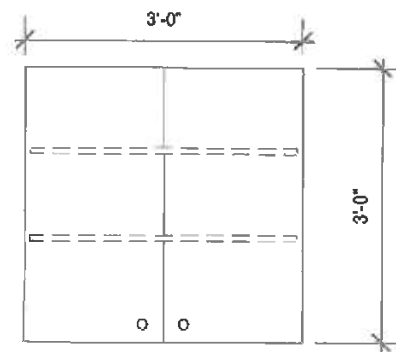
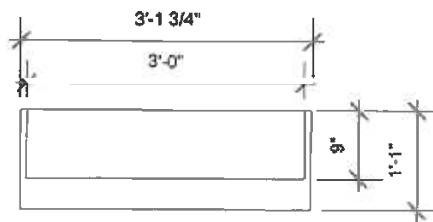
1. Removal of existing cabinets and countertop.
2. (8) new plastic laminate cabinets.
3. (1) finished space 30" wide for Owner-provided microwave.
4. (2) new plastic laminate countertops.
5. Remove and reinstall existing sink in same location.
6. Remove and reinstall dishwasher in same location.
7. Paint existing walls.
8. Shop drawing, delivery, and installation.

Exclusions: any electrical work, door/drawer hardware, allowances, permits, or bond.

Please feel free to contact me should you have any questions.

Sincerely,
David Kojetin
David Kojetin
Project Manager





Search



Carmel Lowe's Open until 9 PM

Delivery to 63111



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Appliances / Refrigerators / Top-Freezer Refrigerators

Whirlpool 20.5-cu ft Top-Freezer Refrigerator (White)

Item #623784 Model #WRT311FZDW

Shop Whirlpool 9544



BESTSELLER

\$989.00

Save \$110.00
Ends Dec 14

\$939.55 when you choose
5% savings on eligible
purchases every day
[Learn how](#)

OR

\$83/mo suggested
payments with 12 month
special financing. Ltd time.
[Learn how](#)



Standard-Depth



20.5 Overall Capacity
(Cu. Feet)

More items on shelves

Store more items on each shelf with frameless glass shelves.
Makes space for tall items with the FLEXI-SLIDE bin.
Store fruits and vegetables in the humidity-controlled crisp.

Manufacturer Color/Finish: White



Protection Plan(s) Available
We've got you covered

1



In lifestyle images - accessories not included



Free Store & Curbside Pickup
Get it by Tue, Dec 20 at Carmel Lowe's
2 Nearby at HomeStyle Lowe's (7.4 mi. away)



Free Delivery to 63111
Scheduling Available
Get it by Thu, Dec 15

Find it on display at Carmel Lowe's
Aisle 22 | Bay 1

Text this to me

Dimensions



+ Show More

BETTER TOGETHER



Whirlpool 20.5-cu ft Top-Freezer
Refrigerator (White)

Whirlpool Front Control 24-in
Built-In Dishwasher (White)
ENERGY STAR, 55-dBA

Whirlpool 30-in Smooth Surface
5 Elements 5.3-cu ft Steam
Cleaning Freestanding Electric

Whirlpool 3.5-cu ft High
Efficiency Agitator Top-Load
Washer (White)

Search



Carmel Lowe's Open until 9 PM

Delivery to
63111

Prices, promotions, styles, and availability may vary. Our stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Appliances / Dishwashers / Built-In Dishwashers

Hotpoint Front Control 24-in Built-In Dishwasher (White), 60-dBA

Item #3730766 Model RHOF310PGRVW

Shop Hotpoint

\$389.00

\$389.66 when you choose
5% savings on eligible
purchases every day.
[Learn how](#)

OR

\$33/mo suggested
payments with 12 month
special financing. Ltd time.
[Learn how](#)

Reliable performance - American made, this dishwasher is durable, long-lasting and dependable; its consistent performance will give you totally dry. Water leak sensor - this dishwasher features active flood protect, which prevents potential overflows for greater peace of mind; it works by using a One button cycle easy to use.

Manufacturer Color/Finish: White



Professional Service Available
We've got you covered

1

+



Free Store & Curbside Pickup
Get it by Wed Jan 4 (Est.) at Carmel Lowe's



Delivery to 63111
Free with \$386 Order
Get it by Thu Jan 5

BETTER TOGETHER



Selected



Selected



Selected



Hotpoint Front Control 24-in
Built-In Dishwasher (White), 60-
dBA

\$389.00

GE 1.8-cu ft 1000-Watt Over-the-
Range Microwave (White)

\$219.00

Hotpoint 30-in 4 Elements 5-cu ft
Freestanding Electric Range
(White)

\$529.00

Savings Save \$50

Whirlpool Universal Dishwasher
Mounting Kit (Countertop Mount)

View Price in Cart

Subtotal for (4) items
[View Price in Cart](#)

OVERVIEW

Hotpoint combines sensible solutions with unbelievable durability to complement any kitchen and keep your family going for years to come. Our appliances have been created to affordably meet the needs of busy lives, and to stand up to any challenge. As a century-old brand, Hotpoint prides itself on value and never compromising on reliability.

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108266

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION	
12/15/2022			366289	MAYOR'S OFFICE KITCHEN REMODEL	
P K S CONSTRUCTION INC VENDOR 450 S RITTER AVE SUITE 1A INDIANAPOLIS, IN 46219 -			Mayor's Office SHIP TO 1 Civic Square Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS		FREIGHT
72614					
QUANTITY	UNIT OF MEASURE	DESCRIPTION		UNIT PRICE	EXTENSION

Department: 1160 Fund: 101 General Fund

Account: 44-630.00

1 Each

MAYOR'S OFFICE KITCHEN REMODEL

\$9,574.00

\$9,574.00

Sub Total

\$9,574.00



Send Invoice To:

Mayor's Office

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$9,574.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

CONTROLLER

Sharon Kibbe

Sharon Kibbe
Executive Office Manager

James Crider

James Crider
Director of Administration

CONTROL NO. **108266**



AGREEMENT

THIS AGREEMENT is dated this 21st day of December, 2022, by and between the City of Carmel Utilities ("Owner") and TPI Utility Construction, LLC. ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Water System Improvements – Hoover Road Water Main Extension

ARTICLE 2 – ENGINEER

- 2.01 The Project has been designed by Wessler Engineering, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

- 3.01 All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.
- 3.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Owner, in the form of a Change Order, shall deduct from the monies due the Contractor \$1,400.00 for each calendar day that expires after the time specified in Paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by

Owner, the Owner, in the form of a Change Order, shall deduct from the monies due the Contractor \$1,400.00 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

Five hundred and one thousand, seven hundred dollars and zero cents	<u>(\$501,700.00)</u>
(words)	(figure)

For all Work, at the prices stated in Contractor's Bid.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and Engineer will determinate the actual quantities and classifications of Unit Price Work performed by the Contractor.

ARTICLE 5 – PAYMENT PROCEDURES

- 5.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 5.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on a monthly basis during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents.
2. The Owner shall withhold five percent (5%) of the dollar value for all Work for the project. At the Owner's discretion, the retainage to be withheld will be either ten percent (10%) of all Work satisfactorily completed until the Work is fifty percent (50%) completed, and nothing further after that, or five percent (5%) of all Work satisfactorily completed. When the Work is substantially complete (operational or beneficial occupancy), the retained amount may be reduced below five percent (5%) to only that amount necessary to assure completion. On completion and acceptance

on a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Contractor's Bid
 - 2. Bid Bond
 - 3. Drug Testing Plan Certification
 - 4. Agreement
 - 5. E-Verify Affidavit
 - 6. Performance Bond
 - 7. Payment Bond
 - 8. General Conditions
 - 9. Supplementary Conditions
 - 10. Specifications as contained in Project Manual dated October 2022

11. Drawings consisting of 9 sheets dated October 2022:

12. Addenda

a. No. 1 dated November 11, 2022

13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed

b. Change Order(s).

c. Certificate of Substantial Completion

B. There are no Contract Documents other than those listed above in this Article 7.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

8.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof

with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 Contractor's Certifications

- A. Contractor certifies that is has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate (3 copies).

This Agreement will be effective on December 21, 2022 (which is the Effective Date of the Agreement).

OWNER: CITY OF CARMEL UTILITIES

CONTRACTOR: TPI UTILITY CONSTRUCTION, LLC.

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Carmel Utilities

TPI Utility Construction, LLC.

30 West Main Street, Suite 200

478 North 1100 East

Carmel, Indiana 46032

Zionsville, Indiana 46077

License No.: _____

(Where applicable)

(If Contractor is a corporation or a partnership or a joint venture, attach evidence of authority to sign.)

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program.

(Contractor) TPI Utility Construction, LLC

By (Written Signature) _____

(Printed Name) Brad Rynearson

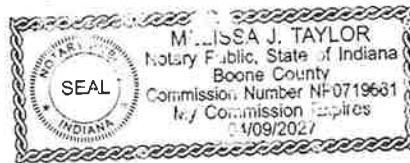
(Title) Member

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS:

COUNTY OF Boone



Subscribed and sworn to before me this 21st day of December, 2022.

My commission expires: 04/09/2027

(Signed)

Melissa J. Taylor

Residing in Boone County, State of Indiana



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hobson Insurance Agency 150 E Alto Rd PO Box 5078 Kokomo, Indiana 46904-5078	Phone: (765)455-0901 Fax: (765)453-1579	CONTACT NAME: Maggie Johnson PHONE (A/C, No, Ext): E-MAIL ADDRESS: maggie@hobsoninsuranceagency.com FAX (A/C, No):																					
INSURED Telecom Placement Inc, K & M Holdings, TPI Utility Construction 478 N 1100 E Zionsville, IN 46077	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER B:</td><td>Property-Owners Insurance Company</td><td>32905</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Auto-Owners Insurance Company	18988	INSURER B:	Property-Owners Insurance Company	32905	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES

CERTIFICATE NUMBER: 1410

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired Auto <input checked="" type="checkbox"/> Non Owned Auto GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Y	09605450	6/4/2022	6/4/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Y	4360545002	6/4/2022	6/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Y	4360545001	6/4/2022	6/4/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Y	09283882	6/4/2022	6/4/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured applies to the Certificate Holder and Wessler Engineering, Inc. on a primary/non-contributory basis.

CERTIFICATE HOLDER

CANCELLATION

Holder's Nature of Interest : Certificate Holder

City of Carmel
1 Civic Square
Carmel, IN 46032

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

PERFORMANCE BOND

CONTRACTOR (name and address):

TPI Utility Construction, LLC
478 N. Co. Rd. 1100 E.
Zionsville, IN 46077

SURETY (name and address of principal place of business):

Swiss Re Corporate Solutions America Insurance
Corporation
1450 American Lane, Suite 1100
Schaumburg, IL 60173

OWNER (name and address):

City of Carmel, Indiana
One Civic Square, Carmel, IN 46032

CONSTRUCTION CONTRACT

Effective Date of the Agreement: December 21, 2022

Amount: Five Hundred One Thousand Seven Hundred and No/100 Dollars (\$501,700.00)

Description (name and location): Hoover Road Water Main Extension

BOND

Bond Number: 2319807

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): December 21, 2022

Amount: Five Hundred One Thousand Seven Hundred and No/100 Dollars (\$501,700.00)

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

TPI Utility Construction, LLC (seal)

Contractor's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Swiss Re Corporate Solutions America Insurance
Corporation

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

Robert L. Sherfick

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Stacy Stout

Secretary

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and 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 when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. 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:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 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 a contractor selected with the Owners 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 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Paragraph 5.4, and the Owner refuses the payment 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.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 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 5; and

7.3 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.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. 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, successors, and assigns.

10. 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.

11. 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 a declaration of 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 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 for the Contractor for 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.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

NANCY J. NONWEILER, JOHN W. HANNON III, JASON McELDOWNEY, and ROBERT L. SHERFICK

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

O FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By

Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of December, 20 22.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

PAYMENT BOND

CONTRACTOR (name and address):

TPI Utility Construction, LLC
478 N. Co. Rd. 1100 E.
Zionsville, IN 46077

SURETY (name and address of principal place of business):

Swiss Re Corporate Solutions America Insurance
Corporation
1450 American Lane, Suite 1100
Schaumburg, IL 60173

OWNER (name and address):

City of Carmel, Indiana, One Civic Square, Carmel, IN 46032

CONSTRUCTION CONTRACT

Effective Date of the Agreement: December 21, 2022

Amount: Five Hundred One Thousand Seven Hundred and No/100 Dollars (\$501,700.00)

Description (name and location): Hoover Road Water Main Extension

BOND

Bond Number: 2319807

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): December 21, 2022

Amount: Five Hundred One Thousand Seven Hundred and No/100 Dollars (\$501,700.00)

Modifications to this Bond Form: ☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

TPI Utility Construction, LLC (seal)

Contractor's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Swiss Re Corporate Solutions America Insurance
Corporation

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

Print Name

Title

Attest:

Signature

Stacy Stout

Secretary

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. 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.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. 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.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

NANCY J. NONWEILER, JOHN W. HANNON III, JASON McELDOWNY, and ROBERT L. SHERFICK

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

O FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By

Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of December, 20 22.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (hereinafter "City"), and YARD Group, LLC d/b/a YARD & Company (hereinafter "Professional").

RECITALS

WHEREAS City owns and is responsible for the operation and maintenance of its property, personnel, public works and infrastructure; and

WHEREAS, from time to time, City needs professional assistance in fulfilling its foregoing responsibilities; and

WHEREAS, Professional is experienced in providing and desires to provide to City the professional services ("Services") referenced herein; and

WHEREAS, City desires to engage Professional as an independent contractor for the purpose of providing to City the Services referenced herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, City and Professional mutually agree as follows:

SECTION 1 INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2 SCOPE OF SERVICES

- 2.1 City desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference.
- 2.2 Professional understands and agrees that City may, from time to time, request Professional to provide additional or modified Services to City. When City desires additional Services from Professional, the City shall notify Professional of such additional Services desired, as well as the time frame in which same are to be provided. Only after City has approved Professional's time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Professional, in writing, to provide such additional Services, shall such Services be provided by Professional to City. A copy of the City's authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by City.
- 2.3 Time is of the essence of this Agreement.

SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3 City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 1192 101 43-404.00 funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with City its performance of the Services.
- 4.3 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Thirty Thousand Dollars (\$30,000.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2023, and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

SECTION 7 MISCELLANEOUS

7.1 Termination

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City or Professional, without cause, upon thirty (30) days' notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City, for cause, immediately upon Professional's receipt of City's "Notice to Cease Services."
- 7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect

City and Professional, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

7.3 No Third Party Beneficiaries

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

7.4 Relationship

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Professional nor any of its agents, employees or contractors are City employees. Professional shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due. Professional hereby warrants and indemnifies City for and from any and all costs, fees, expenses and/or damages incurred by City as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Professional regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.5 Insurance

7.5.1 Professional shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Professional's operations under this Agreement, whether such operations be by Professional or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Professional's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)	
Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations	
Each Occurrence Limit	\$1,000,000.00
Damage to Rented Premises	\$100,000.00 (each occurrence)
Medical Expense Limit	\$5,000.00
Personal and Advertising Injury Limit	\$500,000.00
General Aggregate Limit	\$2,000,000.00 (Other than Products Completed Operations)
NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT	
Products/Completed Operations	\$1,000,000.00
B. Auto Liability	
	\$1,000,000.00 (combined single limit) (owned, hired & non-owned)
Bodily injury & property damage	\$1,000,000.00 each accident
C. Excess/Umbrella Liability	\$2,000,000 (each occurrence)

D. Worker's Compensation & Disability Statutory and aggregate)

E. Employer's Liability:

Bodily Injury by Accident/Disease:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit

F. Professional Liability Insurance. The Professional shall carry and maintain during the continuance of this Agreement, professional liability insurance in the amount of \$2,000,000 for single limit claims and \$3,000,000 in the aggregate. The Professional's policy of insurance shall contain prior acts coverage sufficient to cover all Services performed by the Professional for this Project. Upon City's request, Professional shall give prompt written notice to City of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. If the insurance is written on a claims-made basis and coverage is cancelled at any time, the Professional will obtain, at its cost, an extended reporting endorsement which provides continuing coverage for claims based upon alleged acts or omissions during the term of the Agreement until all applicable statute of limitation periods have expired.

7.5.2 Professional shall provide the City with a certificate of insurance, naming the City as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.

7.5.3 Professional may, with the prior approval of the City, substitute different types of coverage for those specified if the total amount of required protection is not reduced. Professional shall be responsible for all deductibles.

7.5.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Professional to the above enumerated amounts.

7.6 Liens

Professional shall not cause or permit the filing of any lien on any of City's property. In the event such a lien is filed and Professional fails to remove it within ten (10) days after the date of filing, City shall have the right to pay or bond over such lien at Professional's sole cost and expense.

7.7 Default

In the event Professional: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Professional's warranties; (b) fails to perform the Services as specified; (c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from City specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to terminate all or any part of this Agreement, without liability to Professional and to exercise any other rights or remedies available to it at law or in equity.

7.8 Government Compliance

Professional agrees to comply with all laws, executive orders, rules and regulations applicable to Professional's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Professionals' required professional licenses and certifications valid and current, and to indemnify and hold harmless City from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Professional to do so. This indemnification obligation shall survive the termination of this Agreement.

7.9 Indemnification

Professional shall indemnify and hold harmless City and its officers, officials, employees and agents from all losses, liabilities, claims, judgments and liens, including, but not limited to, all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Professional and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.10 Discrimination Prohibition

Professional represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

7.11 E-Verify

Pursuant to I.C. § 22-5-1.7 et seq., Professional shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Professional is further required to execute the attached Affidavit, herein referred to as Exhibit C, which is an Affidavit affirming that: (i) Professional is enrolled and is participating in the E-Verify program, and (ii) Professional does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached Exhibit C. In support of the Affidavit, Professional shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said Affidavit is signed by Professional and delivered to the City's authorized representative.

Should Professional subcontract for the performance of any work under this Addendum, the Professional shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-Verify program. Professional shall maintain a copy of such certification for the duration of the term of any subcontract. Professional shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Professional, or any subcontractor of Professional, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Professional or subcontractor subsequently learns is an unauthorized alien, Professional shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Professional or any subcontractor of Professional fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

7.12 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

7.13 Notice

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

CITY:

City of Carmel
Department of Community Services
One Civic Square
Carmel, Indiana 46032

City of Carmel
Office of Corporation Counsel
One Civic Square
Carmel, Indiana 46032

PROFESSIONAL:

YARD Group, LLC d/b/a YARD & Company
PO Box 1058
Cincinnati, Ohio 45201

Notwithstanding the above, City may orally provide to Professional any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph within ten (10) business days from the date of such oral notice.

7.14 Effective Date

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

7.15 Governing Law; Lawsuits

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as by all ordinances and codes of the City of Carmel, Indiana. The parties agree that, in the event a lawsuit is filed hereunder, they waive any right to a jury trial they may have, agree to file such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

7.16 Waiver

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.17 Non-Assignment

Professional shall not assign or pledge this Agreement nor delegate its obligations hereunder without City's prior written consent.

7.18 Entire Agreement

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.19 Representation and Warranties

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.20 Headings

All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

7.21 Advice of Counsel

The parties warrant that they have read this Agreement and fully understand it, have had an opportunity to obtain the advice and assistance of counsel throughout the negotiation of same, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

7.22 Copyright

City acknowledges that various materials which may be used and/or generated by Professional in performance of Services, including forms, job description formats, comprehensive position questionnaire, compensation and classification plan and reports are copyrighted. City agrees that all ownership rights and copyrights thereto lie with Professional, and City will use them solely for and on behalf of its own operations. City agrees that it will take appropriate action with its employees to satisfy its obligations with respect to use, copying, protection and security of Professional's property.

7.23 Personnel

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with City. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.24 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this Agreement. City shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

7.25 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within City's organization.

7.26 Debarment And Suspension

7.26.1 The Professional certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Professional.

7.26.2 The Professional certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Professional shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

7.27 Access to Public Records Act

Professional understands and agrees that any "public record", as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Professional or the City, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

7.28 Iran Certification

Pursuant to I.C. § 5-22-16.5, the Professional shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

YARD Group, LLC d/b/a YARD & Company
Department of Community Services - 2023
Appropriation # 1192 101 43-404.00 Fund; P.O.#108164
Contract Not To Exceed \$30,000.00

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

BY:

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

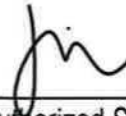
Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____

YARD Group, LLC d/b/a YARD & Company

BY:



Authorized Signature

Printed Name: Joe Nickol

Title: Principal, Co-Owner

FID/TIN: _____

Date: 14 December 2022

COMPREHENSIVE PLAN IMPLEMENTATION

Prepared for

ADRIENNE KEELING
Planning Administrator
City of Carmel - Dept of Community Services
One Civic Square
Carmel, IN 46032
akeeling@carmel.in.gov

Summary of the Job-to-be-done

In December 2022, the City of Carmel, Indiana, adopted its updated Comprehensive Plan. In service of its successful implementation, YARD will provide on-call services such as, but not limited to, the following tasks:

- General planning and urban design consultation (meetings, phone calls, emails and memoranda, etc)
- Comprehensive Plan maintenance and updates
- Development review and master planning services (Comprehensive Plan alignment, red lines sets, case studies/precedent, site modeling and capacity testing, character studies, etc)
- Transportation and multi-modal concepts
- Public space and amenity concepts
- District programming, branding and marketing
- Community engagement
- Graphic design

EXHIBIT A
PAGE 1 of 2

YARD & COMPANY

Fees

YARD will work hourly to an estimated budget of \$25,000. Our rates are as follows:

Principal	\$200
Associate/Project Manager	\$150
Staff	\$125
Admin/travel	\$100

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/Hours Worked	Total
		GRAND TOTAL			

Signature

Printed Name

EXHIBIT C

AFFIDAVIT

Joe Nickol, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by YARD & Company (the "Employer")
in the position of Principal, Co-Owner.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 14 day of December, 20 22.



Printed: Joe Nickol

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.



Printed: Joe Nickol

City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108164

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
12/11/2022			376189	Hourly Comp Plan Implementation and On Demand Services

YARD & COMPANY	Dept of Community Service
VENDOR PO BOX 1058	SHIP TO 1 Civic Square
CINCINNATI, OH 45201 -	Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
72365				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1192 Fund: 101 General Fund

Account: 43-404.00

1 Each

Consulting services

\$30,000.00

\$30,000.00

Sub Total

\$30,000.00



Send Invoice To:

Dept of Community Service

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

PAYMENT

\$30,000.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

TITLE

CONTROLLER

Mike Hollibaugh
Director

James Crider
Director of Administration

CONTROL NO. **108164**



JAMES BRAINARD, MAYOR

December 22, 2022

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

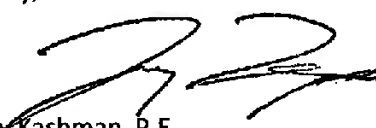
**RE: GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT- 431 E CARMEL DRIVE-
CULVER'S**

Dear Board Members:

The property owner at 431 E Carmel Drive has requested the city accept a Grant of Perpetual Storm Water Quality Management Easement associated with construction of a new Culver's restaurant.

Attached are the required Grant of Perpetual Storm Water Quality Management Easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,



Jeremy Kashman, P.E.
City Engineer

Cross Reference to Deed: 2022028368

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

This easement (the "Easement") is by and between the K&J Investments XIV, LLC (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the "Real Estate");

WHEREAS, Grantor intends to build a Culver's on the Real Estate and, in connection with the construction, development and operation of the private Storm System, the City has approved or will approve a Storm Water Management Permit (the "Permit"); and,

WHEREAS, the City requires this Easement in order to verify and require compliance with the terms and conditions of the Permit and all ordinances of the City applicable to storm water drainage and storm water quality management (collectively the "Ordinances").

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive, perpetual easement on the terms and conditions that follow:

Section 1. Easement Area. The portion of Real Estate on, under and through which this Easement exists is legally described and graphically depicted in what is attached hereto and incorporated herein by reference as Exhibits "A" in two parts (the "Easement Area").

Section 2. Storm Water Quality System. Located or to be located within the Easement Area, in the manner and areas specified in the Permit, is certain drainage and storm water quality infrastructure, which may include, without limitation, pervious pavement, manholes, infiltration basins, pipes, and structural and non-structural best management practices (collectively the "Storm Water Quality System") to be constructed, installed and maintained by Grantor, at Grantor's expense, in accordance with the Permit and the Ordinances.

Section 3. Purpose of Easement. Grantee shall be and hereby is permitted at all times to enter upon the Easement Area for purposes of (i) accessing, inspecting, examining, monitoring, testing and sampling the Storm Water Quality System, and (ii) identifying and verifying compliance with the requirements of the Permit and the Ordinances.

Section 4. Maintenance and Repair. It shall be Grantor's obligation to maintain in proper working order and to repair and/or replace the Storm Water Quality System, or parts thereof, such that (i) the effectiveness and performance of the Storm Water Quality System is not

diminished from the capabilities set forth in the Permit and (ii) the Storm Water Quality System remains in compliance with the Permit and the Ordinances.

Section 5. Failure of Storm Water Quality System. In the event that the condition of the Storm Water Quality System or the outflow therefrom violates or fails to comply with the requirements set forth in the Permit and/or any of the Ordinances, Grantee shall have the right, but not the obligation, after providing reasonable notice to Grantor, to perform, at Grantor's expense, such maintenance, repair, modification and/or replacement of the Storm Water Quality System as is necessary to restore compliance with the requirements set forth in the Permit and/or the Ordinances; provided, however, that the performance by Grantee of any such maintenance, repair, modification and/or replacement of the Storm Water Quality System shall under no circumstances relieve Grantor of its responsibility to maintain and operate the Storm Water Quality System, which responsibility shall be continuous and ongoing.

Section 6. Reimbursement of Expenses and Enforcement. Grantor shall reimburse Grantee for costs and expenses incurred by Grantee in the performance of the maintenance, repairs, modifications and/or replacements specified in Section 5 above and, in the event of litigation to recover such expenses, the prevailing party shall be entitled to recover reasonable attorney's fees.

Section 7. Character of Easement. This Easement shall be perpetual and, further, shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Section 8. Use by Grantor and Other Easements. Grantor shall be permitted to use the Easement Area and also to grant other easements within the Easement Area for any purposes which do not impair the Storm Water Quality System and which are not inconsistent or conflicting with this Easement and the Grantee's rights under this Easement.

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction. In the event that the Real Estate is later redeveloped and, as such, the site plan made the subject of the Permit is revised, then the Grantee and then the owner of the Real Estate shall amend this Easement to reconfigure the Easement Area, accordingly, so that Easement Area is adjusted to and does not conflict with such revised site plan.

Section 10. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

By: _____

Printed Name

Date: _____

STATE OF INDIANA)

)SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Bob Goins, who acknowledged execution of the foregoing Easement for and on behalf of K&J Investments XIV, LLC.

Witness my hand and Notarial Seal this 15 day of December, 2022

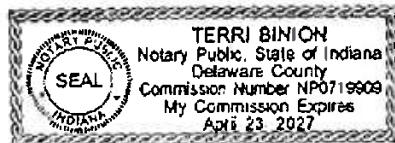
My Commission Expires:

April 23, 2027

Notary Public

Residing in Delaware County

Printed Name



CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

James Brainard, Mayor

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

STATE OF INDIANA)

)SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared James Brainard, a member of the City of Carmel, Indiana Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel, Indiana Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mary Ann Burke, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of January, 2023

My Commission Expires:
12/15/2029

Notary Public

Residing in Hamilton County

Holly J. Harmeyer
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Lori Watson, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of January, 2023

My Commission Expires:
12/15/2029

Notary Public

Residing in Hamilton County

Holly J. Harmeyer
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Sue Wolfgang, the Clerk of the City of Carmel, Indiana and acknowledged execution of the foregoing Easement as the Clerk of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of January, 2023

My Commission Expires:
12/15/2029

Notary Public

Residing in Hamilton County

Holly J. Harmeyer
Printed Name

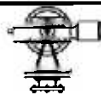
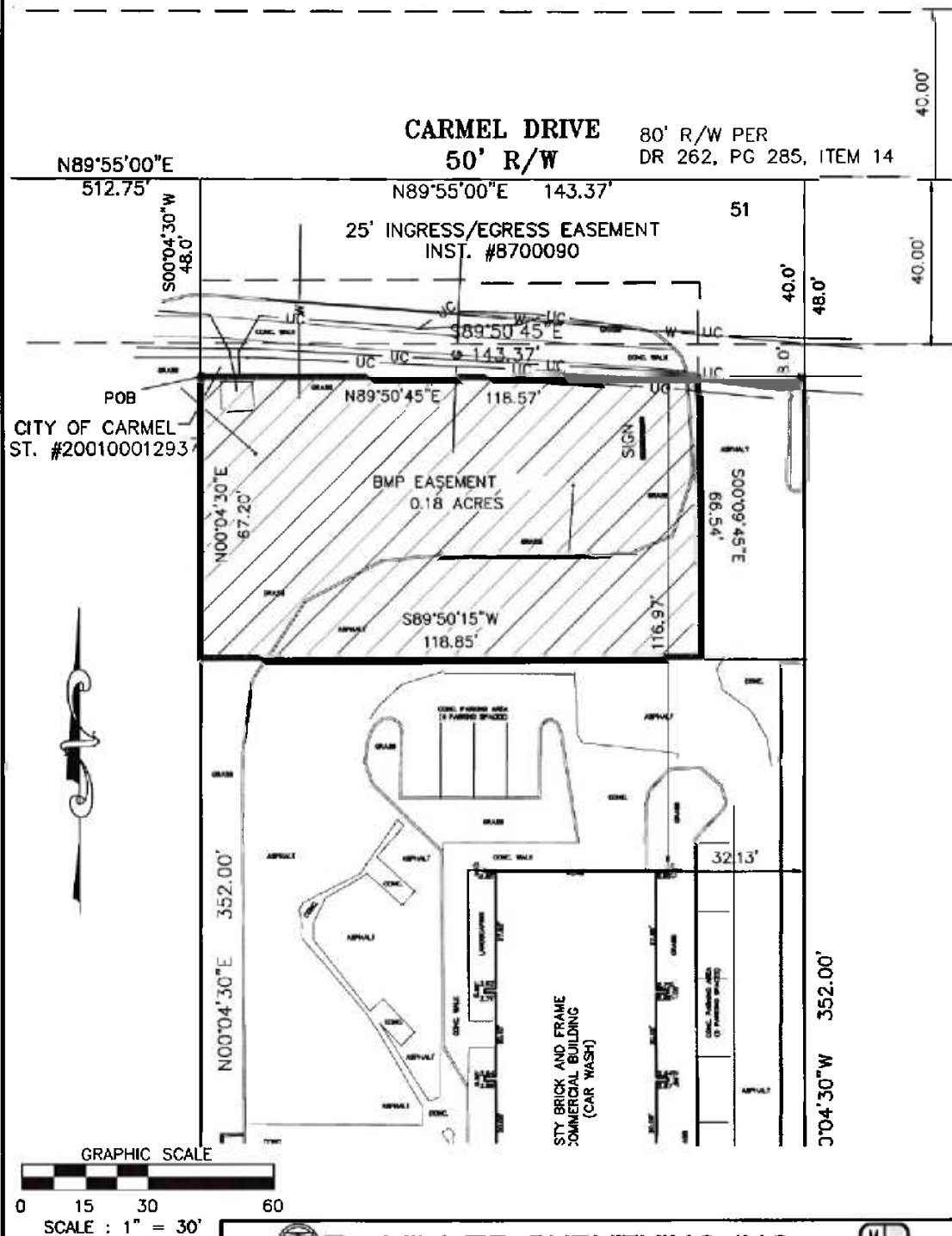
Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law –
Jon Oberlander, Esq.

Prepared by: Jon Oberlander, Corporation Counsel, One Civic Square, Carmel, IN 46032

Return to: Jeremy Kashman, P.E., City Engineer, One Civic Square, Carmel, IN 46032

EXHIBIT

PART OF THE S.W. QUARTER, SECTION 31, TOWNSHIP 18 NORTH, RANGE 4 EAST
CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA



MILLER SURVEYING INC.

948 CONNER STREET
NOBLESVILLE INDIANA 46060
PH. # (317) 773-2644 FAX 773-2694



LOCATION: PART OF THE SOUTHWEST QUARTER,
SECTION 31, T18N, R4E
CLAY TWP., HAMILTON COUNTY, INDIANA

DRAWN BY: LRL
SCALE: 1" = 30'

PREPARED BY: KNA
FIELD BOOK: D.C.

FIELD WORK COMPLETED: NA

DATE: 8-2-2022

PAGE: D.C.

CLIENT: CULVERS

JOB NUMBER

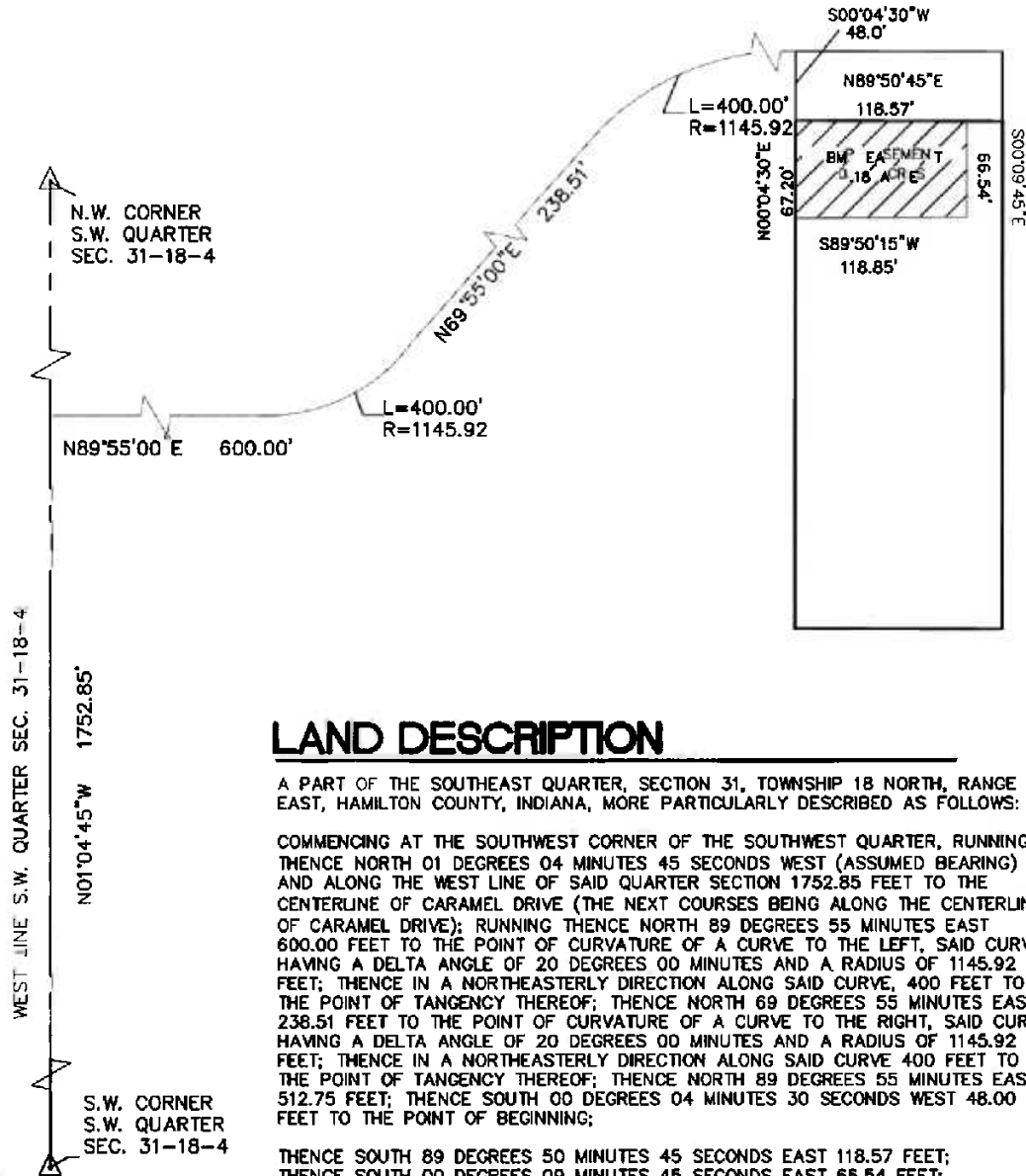
SURVEY 4 FILE.

DESCRIPTION: EXHIBIT

B39557

EXHIBIT

PART OF THE S.W. QUARTER, SECTION 31, TOWNSHIP 18 NORTH, RANGE 4 EAST
CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA

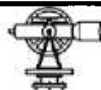


LAND DESCRIPTION

A PART OF THE SOUTHWEST QUARTER, SECTION 31, TOWNSHIP 18 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER, RUNNING THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS WEST (ASSUMED BEARING) AND ALONG THE WEST LINE OF SAID QUARTER SECTION 1752.85 FEET TO THE CENTERLINE OF CARAMEL DRIVE (THE NEXT COURSES BEING ALONG THE CENTERLINE OF CARAMEL DRIVE); RUNNING THENCE NORTH 89 DEGREES 55 MINUTES EAST 600.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA ANGLE OF 20 DEGREES 00 MINUTES AND A RADIUS OF 1145.92 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE, 400 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 69 DEGREES 55 MINUTES EAST 238.51 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA ANGLE OF 20 DEGREES 00 MINUTES AND A RADIUS OF 1145.92 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE 400 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 89 DEGREES 55 MINUTES EAST 512.75 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS WEST 48.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 50 MINUTES 45 SECONDS EAST 118.57 FEET;
THENCE SOUTH 00 DEGREES 09 MINUTES 45 SECONDS EAST 66.54 FEET;
THENCE SOUTH 89 DEGREES 50 MINUTES 15 SECONDS WEST 118.85 FEET;
THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST 67.20 FEET TO THE POINT OF BEGINNING, CONTAINING 0.18 ACRES, MORE OR LESS.



MILLER SURVEYING INC.

948 CONNER STREET
NOBLESVILLE INDIANA 46060
PH. # (317) 773-2644 FAX 773-2694



LOCATION: PART OF THE SOUTHWEST QUARTER, SECTION 31, T18N, R4E CLAY TWP., HAMILTON COUNTY, INDIANA	DRAWN BY: LRL	PREPARED BY: KNA
FIELD WORK COMPLETED: NA	SCALE: 1" = 30'	FIELD BOOK: D.C.
CLIENT: CULVERS	DATE: 8-2-2022	PAGE: D.C.
DESCRIPTION: EXHIBIT	JOB NUMBER	SURVEY 4 FILE:
	B39557	



JAMES BRAINARD, MAYOR

December 22, 2022

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: STORMWATER TECHNICAL STANDARDS WAIVER - 4625 W 116TH ST

Dear Board Members:

Williams Custom Art Builders has requested a waiver from the Stormwater Technical Standards Manual in association with a proposed residential construction project at 4625 W 116TH ST.

The Department of Engineering, in review of the proposed conditions and design standards, has determined that the waivers requested are valid given the existing site constraints involved with the project and recommend approval.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



November 8, 2022

To the Board of City Works,

Williams Custom Art Builders (the builder) is requesting a waiver to section 104.2, Grading and Building Pad Elevations in the construction of a home located at 4265 W. 116th St., Zionsville, IN 46077.

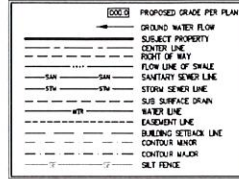
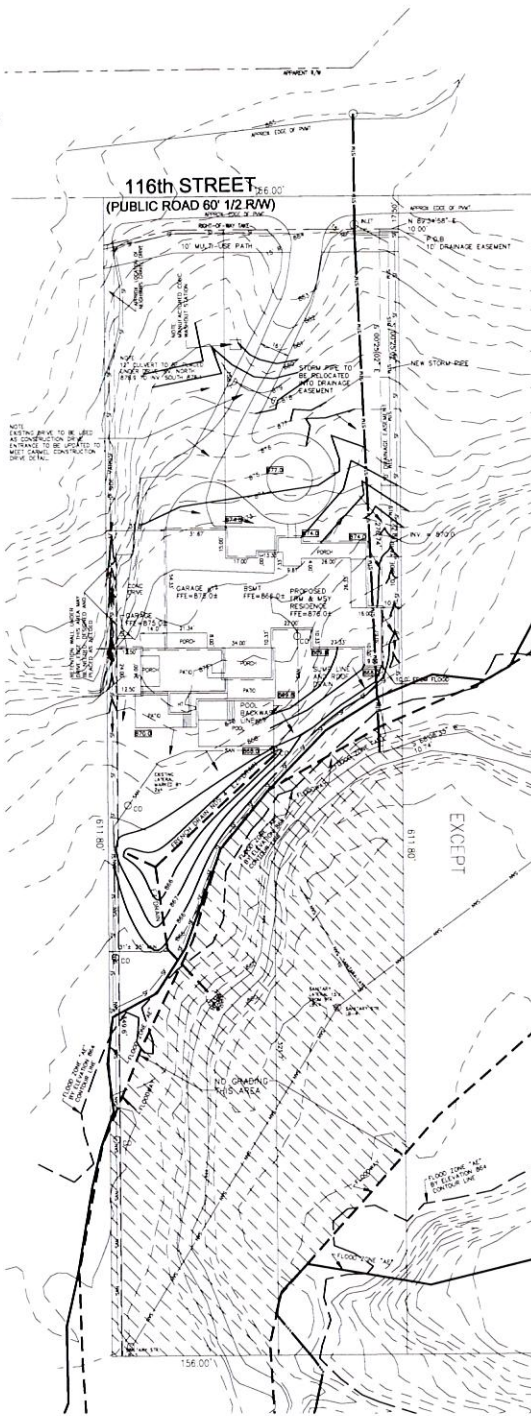
This waiver is being requested because the current grade is 4 feet below the roadway.

Thanks,

Mark Williams
Williams Custom Art Builders
marawill@yahoo.com
317-294-0332

SITE PLAN

PART OF THE N.W. QUARTER, SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST
HAMILTON COUNTY, INDIANA



LAND DESCRIPTION

INSTRUMENT #2022040157

156.0 FEET BY PARALLEL LINES OFF THE ENTIRE WEST SIDE OF THE FOLLOWING DESCRIBED REAL ESTATE.

PART OF THE NORTHWEST QUARTER OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THREE (3) EAST, OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION MEASURE EAST ALONG THE NORTH LINE THEREOF 356.05 FEET FOR A PLACE OF BEGINNING, THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION, THENCE WEST 356.05 FEET TO THE PLACE OF BEGINNING, CONTAINING 5 ACRES, MORE OR LESS, IN HAMILTON COUNTY, INDIANA.

EXCEPTING THEREFROM

A PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST, OF THE SECOND PRINCIPAL MERIDIAN, HAMILTON COUNTY, INDIANA, AND BEING ALL THAT PART OF THE OWNERS LAND Lying WITHIN THE RIGHT OF WAY LINES DERIVED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT OF PARCEL 87, ALSO DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE NORTH 89 DEGREES 06 MINUTES 24 SECONDS EAST 356.05 FEET (DISTANCE QUOTED FROM INSTRUMENT #2022040157) ALONG THE NORTH LINE OF SAID SECTION TO THE NORTHWEST CORNER OF THE OWNERS LAND, THENCE SOUTH 0 DEGREES 23 MINUTES 49 SECONDS WEST 5.030 METERS (16.50 FEET) ALONG THE WEST LINE OF THE OWNERS LAND TO THE SOUTH BOUNDARY OF 116TH STREET AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTH 89 DEGREES 06 MINUTES 24 SECONDS EAST 10.768 METERS (35.33 FEET) ALONG SAID SOUTH BOUNDARY OF 116TH STREET TO POINT "B37" AS SHOWN ON SAID RIGHT OF WAY PARCEL PLAT, THENCE SOUTH 77 DEGREES 29 MINUTES 11 SECONDS WEST 11.044 METERS (36.23 FEET) TO SAID WEST LINE OF THE OWNERS LAND, THENCE NORTH 0 DEGREES 23 MINUTES 49 SECONDS EAST 2.225 METERS (7.30 FEET) ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 12.0 SQUARE METERS (129 SQUARE FEET), MORE OR LESS

COVERAGE

LOT = 95,440 SQ FT ±

RESIDENCE INCLUDING PORCHES = 7029 SQ FT
POOL, HOT TUB AND POOL AREA = 3029 SQ FT
DRIVE AND FRONT WALK = 6558 SQ FT

LOT COVERAGE = 17%

TOTAL DISTURBED AREA = 16626 SQ FT

NOTES

THE 10' DRAINAGE EASEMENT ALONG THE EAST PROPERTY LINE WILL END AT THE EDGE OF BANK ALONG THE NORTH SIDE OF LONG BRANCH CREEK

MINIMUM FLOOD PROTECTION GRADE = 866.0

LOWEST ADJACENT GRADE = 868.0

BUILDER TO INSURE POSITIVE DRAINAGE FROM STRUCTURE

THE DRIVEWAY IS TO COMPLY WITH THE CITY OF CARMEL STANDARD DRIVEWAY

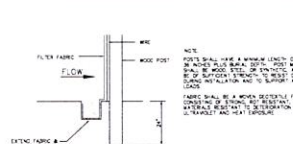
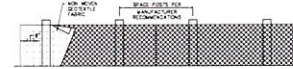
THE NATURAL FLOW OF THE PROPERTY IS TO THE SOUTH AND ALONG THE EXISTING LONG BRANCH CREEK

SWALES WILL BE INSTALLED TO ALLOW DRAINAGE TO THE REAR OF THE NEW DWELLING AND THEN TO OUTLET INTO EXISTING LONG BRANCH CREEK

A HYBRID PIPE AND SWALE WILL BE UTILIZED FOR THE STORM DRAIN ON THE EAST SIDE OF THE PROPERTY

SEASONAL SOIL PROTECTION CHART											
STABILIZATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV
PERMANENT SEEDING											
COMPOST SEEDING											
TEMPORARY SEEDING											
SEEDING											
WALDING											

1. KENTUCKY BLUEGRASS: 100 LBS./ACRE, OVERSEEDING: 100 LBS./ACRE
2. KENTUCKY BLUEGRASS: 100 LBS./ACRE, OVERSEEDING: 100 LBS./ACRE
3. KENTUCKY BLUEGRASS: 100 LBS./ACRE, OVERSEEDING: 100 LBS./ACRE
4. KENTUCKY BLUEGRASS: 100 LBS./ACRE, OVERSEEDING: 100 LBS./ACRE
5. KENTUCKY BLUEGRASS: 100 LBS./ACRE, OVERSEEDING: 100 LBS./ACRE
6. KENTUCKY BLUEGRASS: 100 LBS./ACRE, OVERSEEDING: 100 LBS./ACRE
7. KENTUCKY BLUEGRASS: 100 LBS./ACRE, OVERSEEDING: 100 LBS./ACRE
8. KENTUCKY BLUEGRASS: 100 LBS./ACRE, OVERSEEDING: 100 LBS./ACRE
9. KENTUCKY BLUEGRASS: 100 LBS./ACRE, OVERSEEDING: 100 LBS./ACRE
10. KENTUCKY BLUEGRASS: 100 LBS./ACRE, OVERSEEDING: 100 LBS./ACRE
11. KENTUCKY BLUEGRASS: 100 LBS./ACRE, OVERSEEDING: 100 LBS./ACRE
12. KENTUCKY BLUEGRASS: 100 LBS./ACRE, OVERSEEDING: 100 LBS./ACRE



SILT FENCE CONSTRUCTION

NOTE: THE SILT FENCE SHALL BE CONSTRUCTED AND MAINTAINED AS FOLLOWS:

1. THE SILT FENCE SHALL BE CONSTRUCTED AND MAINTAINED AS FOLLOWS:

2. THE SILT FENCE SHALL BE CONSTRUCTED AND MAINTAINED AS FOLLOWS:

EASEMENT DESCRIPTION

10' DRAINAGE EASEMENT

PART OF THE NORTHWEST QUARTER OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THREE (3) EAST, OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF A TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT #2022040157 AS RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, THENCE ON THE EAST PROPERTY LINE OF SAID TRACT OF REAL ESTATE SOUTH 00 DEGREES 25 MINUTES 02 SECONDS EAST 17.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTH 00 DEGREES 25 MINUTES 02 SECONDS EAST 272.81 FEET, THENCE SOUTH 68 DEGREES 08 MINUTES 33 SECONDS WEST 10.74 FEET, THENCE NORTH 00 DEGREES 25 MINUTES 02 SECONDS WEST 272.81 FEET, THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING

VICINITY MAP

NOT TO SCALE



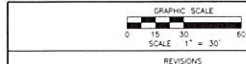
FLOOD ZONE DEFINITION

ZONE EXPLANATION

"AE" SPECIAL FLOOD HAZARD AREA INUNDED BY THE 100 YEAR FLOOD BASE FLOOD ELEVATION DETERMINED

"X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN

THE SUBJECT PROPERTY IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM AS PER SCALED INTERPRETATION OF FLOOD RATE MAP #1805702255 AREA IN ZONE "AE & X" MAP DATED NOV 19, 2014



REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

K. Miller
REGISTERED LAND SURVEYOR
No. LS20400007
STATE OF INDIANA
11/22/2022
DATE
MILLER SURVEYING INC.
346 CUMBER STREET
NOBLESVILLE INDIANA 46060
Ph: (317) 773-2444 Fax 773-2684
LOCATION: PART OF THE NORTHWEST QUARTER, SECTION 6, T17N, R3E, HAMILTON COUNTY, INDIANA
FIELD WORK COMPLETED: 10/10/2022
CLIENT: MARK WILLIAMS
JOB NUMBER: B40735
DESCRIPTION: SITE PLAN
CREATED BY: BDD
PREPARED BY: KMW
SCALE: 1" = 30'
FIELD BOOK: 10/10/2022
PAGE: 1
JOB NUMBER: B40735
SURVEY: 4 FILE

NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A PERMANENT OR ORIGINAL BOUNDARY SURVEY. A SURVEY LOCATION REPORT.

IT SHALL BE THE RESPONSIBILITY OF THE BUILDER/CONTRACTOR TO VERIFY THE ACCURACY OF THE BUILDING SIZE, LOCATION, AND ELEVATION. THE PURPOSE OF THIS DRAWING IS ONLY FOR BUILDING PERMITS.