

Board of Public Works and Safety Meeting
Agenda
Wednesday, March 1, 2023 – 10:00 a.m.
Council Chambers City Hall, One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the February 15, 2023, Regular Meeting**

2. BID OPENING AND AWARD

- a. **Bid Award for Project # 20-ENG-04 - Road Improvements College Ave (96th to 106th Street);** Jeremy Kashman, City Engineer
- b. **Bid Award for Project 23-STR-01 - 2023 Paving Program;** Lee Higginbotham, Street Commissioner

3. CONTRACTS

- a. **Request for Purchase of Goods and Services; Yardberry Landscape and Excavating Company; (No Cost Change); 20-ENG-07 106th Street Path Penn to College; CO #1;** Jeremy Kashman, City Engineer
- b. **Request for Purchase of Goods and Services; Fredericks, Inc; (\$49,667.00); Repair EIFS Over Front entry – Station 42; Additional Services Amendment;** Chief David Haboush, Carmel Fire Department
- c. **Request for Purchase of Goods and Services; Pediatric Emergency Standards, Inc; (\$7,345.00); Handtevy Mobile Agreement;** Chief David Haboush, Carmel Fire Department
- d. **Request for Purchase of Goods and Services; Lithko Restoration Technologies, LLC; (-76,192.00); Sophia Square Waterproofing; CO #2;** Jeremy Kashman, City Engineer
- e. **Request for Purchase of Goods and Services; 3D Company, Inc; (99,360.21); 20-ENG-02 106th and College Ave RAB; CO #1;** Jeremy Kashman, City Engineer
- f. **Request for Purchase of Goods and Services; Yardberry Landscape and Excavating Company; (-\$89,075.77); 20-ENG-07 106th Street Path Penn to College; CO #2, Final;** Jeremy Kashman, City Engineer
- g. **Resolution BPW 03-01-23-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Volkert, Inc; (\$76,200.00); 20-ENG-06 Haverstick Multi-Use Path (96th St to 99th St)/Appraisal and Negotiation Services; Additional Services Amendment;** Jeremy Kashman, City Engineer
- h. **Request for Purchase of Goods and Services; Insight Public Sector, Inc; (\$87,850.92); Network Lease and Equipment; Additional Services Amendment #2;** Timothy Renick, Director of Information and Communication Systems
- i. **Request for Purchase of Goods and Services; Midwest Landscape Industries, Inc; (\$65,255.00); 2023 Flower Installation;** Lee Higginbotham, Street Commissioner

- j. **Request for Purchase of Goods and Services; Rieth-Riley Construction Co., Inc.; (\$13,585,815.00); 20-ENG-04 - Road Improvements College Ave (96th to 106th Street) – Construction; Jeremy Kashman, City Engineer**
- k. **Request for Purchase of Goods and Services; The Etica Group, Inc; (\$171,000.00); 22-ENG-02 116th St Path from Michigan Rd to Towne Rd – Design; Professional Services; Jeremy Kashman, City Engineer**

4. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use / Close City Streets; Artmobilia – Shift Road Rally; September 10, 2023; 6:00 AM –10:00 AM; Meg Gates Osborne/John Leonard**
- b. **Request to Use / Close City Streets / Monon & Main Plaza / Midtown Plaza; Artmobilia – Lotus – Palooza; September 9, 2023; 6:00 AM – 9:00 PM; Meg Gates Osborne/John Leonard**
- c. **Request to Use / Close City Streets; Artmobilia – Spring Rally, Keystone 10000; May 6, 2023; 4:00 PM – 9:00 PM; Meg Gates Osborne/John Leonard**
- d. **Request to Use / Close City Streets / Civic Square Fountain Area / Civic Square Gazebo/Lawn; Battle of the Bands Music Festival; April 15, 2023; 12:00 PM – 10:00 PM; Allison and Vesper Miller, Connections Club and Girl Scouts of Carmel High School**
- e. **Request to Use Palladium Paver Patio; Wedding; September 16, 2023; 2:00 PM –8:00 PM; Amanda Ahern, Hotel Carmichael**
- f. **Request to Use Midtown Plaza; Movies at Midtown; May 2 – October 31, 2023; Tuesdays: 12:00 PM and 6:00 PM, Thursdays: 6:00 PM; Karolyn Brumley, City of Carmel**
- g. **Request to Use Midtown Plaza; Midtown Music Mondays; May 1 – October 30, 2023; Every Monday (Except Holidays); 4:30 PM – 7:30 PM; Karolyn Brumley, City of Carmel**
- h. **Request to Use Carter Green (Civic Square Gazebo as Backup); Religious Procession/Public Prayer (No road or street closures have been requested for the procession, but traffic control is requested at major intersections); June 11, 2023; 9:00 AM –7:00 PM; Thomas Gallagher, Our Lady of Mount Carmel Catholic Church**
- i. **Request to Use Civic Square Gazebo/Lawn and Civic Square Fountain Area; Wedding; June 16, 2023; 3:00 PM –6:00 PM; Tunde Onakoya**
- j. **Request for Meet Me on Main in the Carmel Arts and Design District; March 11/April 8/May 13/June 10/July 8/August 12/September 9/October 14/November 11/December 9, 2023; 3:00 PM – 9:00 PM; Karolyn Brumley, City of Carmel**

5. OTHER

- a. **Request for Waiver of BPW Resolution No. 04-28-17-01/ Lane Restriction; East Main Street; Duke Energy**
- b. **Request for Waiver of BPW Resolution No. 04-28-17-01; 11204 Westfield Blvd; Duke Energy**
- c. **Request for Road Closure/ Open Pavement Cut; Jackson’s Grant Village, 116th Street; Brock Avery, Harvey Construction**
- d. **Request for Secondary Plat; The Courtyards of Carmel, Section 3; Brett Huff, Kimley Horn**

6. ADJOURNMENT

1 **Board of Public Works and Safety Meeting**
2 **Minutes**
3 **Wednesday, February 15, 2023 – 10:00 a.m.**
4 **Council Chambers City Hall, One Civic Square**

5
6 **MEETING CALLED TO ORDER**

7
8 *Mayor Brainard called the meeting to order at 10:00 AM.*
9

10 **MEMBERS PRESENT**

11
12 *Mayor James Brainard, Board Members Lori Watson and Mary Ann Burke, and Deputy Clerk Holly Harmeyer*
13 *were present.*
14

15 **MINUTES**

16
17 *Minutes from the February 1, 2023, Regular Meeting.*

18 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0. Mayor*
19 *Brainard abstained.*
20

21 **BID/QUOTE OPENINGS AND AWARDS**

22
23 ***Bid Opening for Project # 20-ENG-04 - Road Improvements College Ave (96th to 106th Street)***
24 *Lori Watson opened the bids and Mayor Brainard read them aloud:*
25

<u>Contractor</u>	<u>Bid</u>
Rieth-Riley Construcion, Inc.	\$13,585,815.00
E&B Paving	\$13,897,069.69
White Construction, LLC	\$14,400,000.00

30
31 ***Bid Opening for Project 23-STR-01 - 2023 Paving Program***

32 *Lori Watson opened the bids and Mayor Brainard read them aloud:*
33

<u>Contractor</u>	<u>Bid</u>
Milestone Contractors, L.P.	\$ 4,184,590.50
Howard Companies	\$3,641,478.50
Rieth-Riley Construction, Inc.	\$4,028,080.00

38
39 ***Bid Award for 16-ENG-97A Gray Road Multi-Use Path (106th to 116th Street)***

40 *Bradley Pease, PE, City of Carmel, recommended awarding the bid to Monroe, LLC, as they were the lowest,*
41 *responsive bidder.*

42 *Board Member Burke moved to award the bid to Monroe, LLC in the amount of \$649,940.00. Board Member*
43 *Watson seconded. Bid Award approved 3-0.*
44

45 **PERFORMANCE RELEASE/REDUCTION APPROVAL REQUESTS**

46
47 *Resolution BPW 02-15-23-0; Artistic Composite Pallets; Erosion Control; ACP Realty, LLC*
48 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*
49

CONTRACTS

Request for Purchase of Goods and Services; AVI Systems, Inc.; (\$74,638.00); 2023 AV Maintenance Contract; Additional Services Amendment

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Certified Engineering, Inc.; (\$129,330.00); 20-ENG-04 R/W Engineering Services; Professional Services

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Fredericks, Inc; (\$49,715.00); Fire Station #41 Soffit and Gutters Repair Per Quote; Additional Services Amendment

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Gear Wash, LLC; (\$13,360.00); Advanced Cleaning / Inspection / Repair of Turn Out Gear; Additional Services Amendment #2

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Mainscape, Inc.; (\$1,507,733.93); 2023 Mowing and Landscaping; Additional Services Amendment

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; National Water Services, LLC; (\$29,579.00); Well Cleaning per Quote

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Sexson Mechanical Company, LLC; (\$3,800.00); 2023 Annual Maintenance Agreement; Additional Services Amendment

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Sexson Mechanical Company, LLC; (\$11,248.00); HVAC Preventative Maintenance at CDC and Stations 341, 342, 343, 344, & 346; Additional Services Amendment

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Sexson Mechanical Company, LLC; (\$25,378.73); Fire Station #43 Replace 2 Split Systems Per Quote; Additional Services Amendment #2

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Shade Trees Unlimited, Inc.; (\$95,000.00); 2023 Trees; Additional Services Amendment

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Storm Warrior Roofing and Restoration; (\$264,870.00); Roof Replacement – 3450 West 131st Street; Architect - Telamon Energy

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; TMT, Inc.; (\$79,778.00); 2023 Mulching; Additional Services Amendment

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; TruGreen; (\$246,277.14); 2023 Fertilization; Additional Services Amendment

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; United Diagnostic Services, LLC; (\$51,300.00); Ultrasound Screening Package per Quote

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use Indiana Design Center South Parking Lot; Artomobilia; September 9, 2023; 6:00 AM – 9:00 PM

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Carter Green / Road Closure; Booth Tarkington Civic Theatre Family Fundraiser; June 2, 2023; 8:00 AM – 11:00 PM

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

OTHER

Resolution BPW 02-15-23-01; A Resolution of the City of Carmel Board of Public Works and Safety Approving Transfer and Presentation of Pistol and Badge for Officer R. Scott Spillman; 19 Years of Meritorious Service

Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 3-0.

Resolution BPW 02-15-23-03; A Resolution of the City of Carmel Board of Public Works and Safety Approving the Donation of Property by the City of Carmel; AED to PrimeLife Enrichment, Inc.

Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 3-0.

Request for Acknowledgement of Conflict of Interest; Michael Brisco, Carmel Fire Department

Board Member Burke moved to approve. Board Member Watson seconded. Acknowledgment approved 3-0.

Request for Acknowledgement of Conflict of Interest; Gregory A. Webb, Carmel Fire Department

Board Member Burke moved to approve. Board Member Watson seconded. Acknowledgment approved 3-0.

Request for Grant of Drainage Easement; 4625 W 116th Street

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 3-0.

Request for Right of Way Dedication; 4625 W 116th Street

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 3-0.

Request for Storm Water Technical Standards Waiver; Old Meridian Apartments – 12895 Old Meridian

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 3-0.

Request Info; Info; Info: Remove contact name; Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 3-0.

ADD-ONS

Board Member Burke moved to add two items to the agenda. Board Member Watson seconded. Approved 3-0.

Request for Purchase of Goods and Services; Monroe, LLC; (\$649,940.00); 16-ENG-97A Gray Rd Multi-Use Path - Construction; Jeremy Kashman, City Engineer
Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.
Request for Purchase of Goods and Services; Rieth-Riley Construction, Inc.; (\$59,928.64); 20-ENG-01 Smoky Row Road Reconstruction from Old Meridian Road to Range Line Road; CO #6; Jeremy Kashman, City Engineer
Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

ADJOURNMENT

Mayor Brainard adjourned the meeting at 10:12 a.m.

APPROVED:

Sue Wolfgang – City Clerk

Mayor James Brainard

ATTEST:

Sue Wolfgang – City Clerk

APPROVED
The Faculty, University of Illinois at Chicago, Feb. 26, 2020

CHANGE ORDER #1 – HAZEL DELL PATHWAY

Contract Price prior to this Change Order	\$646,099.00
Contract Price will be increased/decreased by this Change Order	\$0.00
New Contract Price including this Change Order	\$646,099.00

[illegible]



CrossRoad Engineers, P.C.

Change Order Details

20-ENG-07 106th Street Path Penn to College

Description	Construction of both multi-use asphalt path and concrete sidewalk and including storm sewer, curbing, sidewalk, mid-block crossing and pavement markings.
Prime Contractor	Yardberry Landscape and Excavating Co. 9940 South 1000 West Anderson, IN 46017
Change Order	1
Status	Approved
Date Created	01/09/2023
Type	Changed Conditions
Summary	Hazel Dell Pathway
Change Order Description	Yardberry with 3 men clearing debris on Hazel Dell Pathway. The equipment that the crew used was a bobcat, dump truck, and included a truck service fee.
Awarded Project Amount	\$646,099.00
Authorized Project Amount	\$646,099.00
Change Order Amount	\$0.00
Revised Project Amount	\$646,099.00

Cost/Time

Cost Breakdown:

24 hours labor (3 men x 8 hours x 60\$/hour) = \$1,440

Bobcat = \$1,300

Dump Truck = \$960

Service Truck = \$800

Total = \$4,500

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0005	5	DOL	\$1.000	12,600.000	\$12,600.00	-4,500.000	-\$4,500.00	8,100.000	\$8,100.00
Storm Water Quality Management Budget									
Reason: Using the underrun of Storm Water Quality Budget to balance the amount needed to cover the change order for the Hazel Dell Pathway Debris Clearing.									
1 item			Totals		\$12,600.00		-\$4,500.00		\$8,100.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0050	105-06807	LS	1.000	\$4,500.000	\$4,500.00
ADDITIONAL					
1 item					Total: \$4,500.00

Attachments

Document	Name	Description	Submission Date
Hazel_Dell_Extra_Work.pdf	Hazel Dell Extra Work.pdf		01/09/2023 10:09 AM EST
Hazel_Dell_Quote.pdf	Hazel Dell Quote.pdf		01/09/2023 10:09 AM EST
2 attachments			

CROSSROAD
ENGINEERS
PM: **Evan Smith**

115 N 17th Ave

Address

Beech Grove, IN
46107

City/State/Zip

By: **Evan Smith**

Phone: 317-780-1555

Date: **2/8/2023**

Contractor:

YARDBERRY LANDSCAPING
AND EXCAVATING CO

Address

9940 South 1000 West
Anderson, IN 46017

City/State/Zip

By:



Client

By:

Date:

Date:



Approved		

James Brainard, Mayor		

Jeremy Kashman, City Engineer		

Mary Ann Burke, Member		

Lori Watson, Member		
ATTEST:		

Sue Wolfgang, City Clerk		
Date: _____		

Fredericks, Inc.
Fire Department - 2023
Appropriation # 1120 101 43-501.00; P.O. # 108483
Contract Not To Exceed \$49,667.00

APPROVED
By: Amy Gresham at 1:13 pm, Feb 15, 2023

**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 Fredericks, Inc., (the "Vendor"), as City Contract dated August 2, 2017 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

Fredericks, Inc.


By:

By:

James Brainard, Presiding Officer

Date: _____

Authorized Signature


John Fredericks

Printed Name

Mary Ann Burke, Member

Date: _____

President
Title

Lori S. Watson, Member

Date: _____

Last Four of SSN if Sole Proprietor: _____

Date: 2/1/2023

ATTEST:

Sue Wolfgang, Clerk

Date: _____



January 16, 2023

Carmel Fire Station #42
3610 W 106th St.
Carmel, IN 46032
Attn. Orbie Bowles

RE: Repair EIFS over front entry of 42

Dear Mr. Bowles,

Scope of Project: After review of the project by myself and an EIFS contractor, it is assumed that there has been water intrusion into the EIFS substrate for some time. The extent of damage is unknown until the EIFS is removed, so work will be assumed and performed as follows:

- Remove all EIFS between roof lines, underside of canopy and around columns to find extent of water damaged.
- Remove and replace water damaged sheathing. Rewrap with appropriate moisture barrier.
- Provide new flashing between roofline and new EIFS. Curved wall cap to be salvaged and reinstalled.
- Caulk all EIFS connections.

Price - \$49,667.00

Tax excluded

Thank you for the opportunity to quote this work. If you have a question, please do not hesitate to call.

Sincerely,

Nate Dannelley
(765)278-2775 Cell
Nate.dannelley@fredericksinc.com

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
35-8000972

Page 1 of 1

PURCHASE ORDER NUMBER

108483

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
1/31/2023			372629	Sta. 42 EIFS Repair

FREDERICKS, INC

VENDOR 5448 W OLD ST RD # 132

Carmel Fire Department

SHIP TO 10701 N. College Avenue, Ste A
Carmel, IN 46280-

PENDLETON, IN 46064 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73798				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1120 Fund: 101 General Fund

Account: 43-501.00

1 Each

Repair EIFS over front entry - Sta. 42 per Quote

\$49,667.00 \$49,667.00

Sub Total \$49,667.00



Send Invoice To:

Carmel Fire Department

2 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.

ORDERED BY

TITLE

CONTROLLER

PAYMENT

* 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

Denise Snyder

Denise Snyder

Accreditation/Budget Administrator

James Crider

James Crider

Director of Administration

CONTROL NO. **108483**

TERMS AND CONDITIONS**1. DEFINITIONS.**

- a. **"Agreement."** The Quote, these Terms and Conditions, and the Purchase Order or the signed Quote and these Terms and Conditions shall constitute an agreement of the parties and be collectively referred to as the **"Agreement."**
- b. **"Customer"** shall be identified as such on the Quote.
- c. **"Customer Data"** means data entered by Customer relating to its patients that is entered into or transmitted through the PES Apps.
- d. **"Customer Protocols"** means the medical practices, protocols, and guidelines adopted or used by Customer for patient care, including all drug concentrations, drug dosages, equipment sizes, and other practices adopted by Customer, formally or informally, from time to time.
- e. **"Customized" or "Customization"** means changes to the PES Apps created by PES at Customer's request and for Customer's benefit in order for Customer to operate the PES Apps in a manner consistent with Customer's Protocols.
- f. **"Customized Offerings"** means the PES Offerings that have been approved by Customer after Customization.
- g. **"Effective Date"** means the date Customer delivers a signed Purchase Order to PES.
- h. **"Initial Term"** means the thirteen (13) month period commencing on the Effective Date.
- i. **"PES"** means Pediatric Emergency Standards, Inc.
- j. **"PES Apps"** means the software application(s) licensed by Customer pursuant to this Agreement as referenced on the Quote.
- k. **"PES Materials"** means any durable goods provided by PES to Customer as identified in the Quote.
- l. **"PES Offerings."** The PES Apps, the PES Materials, and the PES Services are sometimes collectively referred to as the **"PES Offerings."**
- m. **"PES Services"** means professional services provided by PES to Customer as identified in the Quote, which may include Customization, education and training courses, and other support services.
- n. **"Purchase Order"** means a document signed by Customer evidencing acceptance of the Quote.
- o. **"Quote"** means an offer by PES to provide certain PES Offerings at a price and on terms set forth therein and in these Terms and Conditions. These Terms and Conditions are incorporated into the Quote.
- p. **"Renewal Term"** means a twelve (12) month period commencing on an anniversary of the Subscription Start Date in the event that Customer elects to renew this Agreement pursuant to Section 7(a) below.
- q. **"SaaS"** means software-as-a-service.
- r. **"Subscription Start Date"** means the date that is (i) thirty (30) days after the Effective Date, or (ii) such earlier date as agreed to in writing by PES and Customer.
- s. The **"Term"** shall begin on the Effective Date and continue until this Agreement is terminated or not renewed by either party in accordance with Section 7 below.
- t. **"User"** means any individual that is an employee of or is or works for a contractor of Customer and that uses PES Offerings, whether authorized by Customer to do so or not.

2. LICENSE.

- a. **License Grant.** Subject to the terms of this Agreement, beginning on the Effective Date and during the Term, PES grants Customer a personal, non-exclusive license to access and use the PES Offerings. With respect to PES Apps, such license shall be in object code form only.
- b. **Customization.** Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Between the Effective Date and the Subscription Start Date is a thirty (30) day grace period during which Customer shall complete the Customization process. Both PES and Customer will make reasonable efforts to ensure that Customer is "live" on the PES Apps as quickly as possible, however, in no event will the Subscription Start Date be modified for implementation delays due to Customer. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and

updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.

- c. **Improvements.** Customer agrees that any improvements or modifications to the PES Offerings shall belong to PES. Customer hereby grants, transfers and assigns (and agrees to grant, transfer and assign) to PES any and all of Customer's right, title and interest in and to such improvements or modifications. PES shall not be restricted in any manner in its use of any intellectual property created by it hereunder for Customer. The foregoing grant, transfer and assignment (and agreement to grant, transfer and assign) also applies to any enhancement or improvement recommended orally or in writing by Customer to PES.
- d. **Exclusions.** The foregoing license does not include the right to, and Customer has no right to: (i) decompile, reverse engineer, disassemble, print, copy or display the PES Offerings in whole or in part or otherwise reduce the PES Apps to a human perceivable form in whole or in part; (ii) publish, release, rent, lease, sublicense, loan, sell, distribute or transfer all or any portion of the PES Offerings to another person or entity; (iii) use or reproduce the PES Offerings for the use or benefit of anyone other than in connection with Customer's business enterprise; (iv) alter, modify or create derivative works of the PES Offerings in whole or in part; (v) use or permit the use of the PES Offerings for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party, or (vi) use the PES Offerings or any part or aspect thereof for any unlawful purpose or to mislead or harass anyone. Use of or access to the PES Offerings in violation of the terms hereof is strictly prohibited. The rights granted Customer hereunder do not constitute a sale of any PES Offerings. PES retains all right, title, and interest in and to the PES Offerings, including without limitation all software used to provide the PES Apps (and access via the SaaS), all graphics, user interfaces, logos and trademarks reproduced through the SaaS, and all goodwill associated with any of the foregoing, except to the limited extent of Customer's license during the Term as set forth herein. Customer's permission to access or use the PES Offerings may be limited or suspended immediately if, in PES's discretion, this Section or any other provision of this Agreement has been violated by Customer or any of its Users. Customer agrees that a violation of this Section will cause PES irreparable and immediate harm, and that PES is entitled to injunctive relief to prevent such violation. Customer recognizes that the PES Offerings are protected by copyright and other laws.

3. FEES.

- a. **Fees.** Throughout the Term, Customer shall pay PES the fees and other amounts (collectively, **"Fees"**) for the PES Offerings as set forth in the Quote. Certain amounts set forth in the Quote, such as applicable taxes, duties, and shipping and handling fees for PES Materials, are estimates and may be subject to final pricing at the time of delivery. If applicable to Customer's business, Customer may provide PES with a tax exemption certificate.
- b. **Payment.** In the case of PES Apps, Fees shall be due in full on the Subscription Start Date and each anniversary thereof. In the case of courses, payment must be made IN FULL at least twenty-four (24) hours prior to the course start time. In all other cases, Fees are due within thirty (30) days of invoice.
- c. **Suspension of Services.** PES may suspend Customer's access to and use of the PES Offerings if Customer fails to timely remit payment or is otherwise in material default hereunder. Any notices of default/termination and suspension may be combined.
- d. **Discounts.** Items or services listed at no charge on a Quote are included as part of a package discount or a subscription offering. Customer is responsible for appropriately allocating the discount extended on package pricing when fulfilling any reporting obligations.
- e. **Fee Increases for PES Apps.** Fees for PES Apps may increase by up to five percent (5%) each year, in the sole discretion of PES. Customer will be notified of any Fee increase at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- f. **Fee Increases for PES Materials or PES Services.** PES may institute Fee increases for PES Materials and/or PES Services without notice to its

customers. Any such Fee increases would not be retroactively applied.

- g. **Taxes and Fees.** Fees payable to PES are exclusive of all foreign, federal, state, and local taxes, including, without limitation, applicable sales, use, duty, customs, withholding, property, value-added, or similar sales-like taxes, tax-like charges, fees and liabilities, and credit card processing fees (but not including taxes based on PES's income) ("Taxes and Fees"), all of which shall be the responsibility of Customer. To the extent permitted by applicable law, Customer is responsible for and will remit (or will reimburse PES upon PES's request) such Taxes and Fees as may be paid by PES on Customer's behalf.
- h. **Appropriation of Funds.** If Customer is a city, county or other government entity, the parties agree that Customer may terminate the PES Apps and PES Services at the end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds to enable Customer to acquire the PES Apps and/or PES Services for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid as of the end of such Customer's fiscal term. Moreover, Customer agrees to provide PES with reasonable documentation evidencing such non-appropriation of funds.
- i. **Third Party Payer.** If a third party pays some or all Fees on behalf of Customer ("Third Party Payer"), the Third Party Payer must submit a Purchase Order directly. Customer shall immediately pay (and shall remain jointly and severally liable) for payment if the Third party Payer does not timely pay the Fees.
- j. **Late Fees.** In the event that any Fees are not paid within thirty (30) days of when due, such overdue amounts may, in the sole discretion of PES and to the extent permitted by applicable law, accrue interest until paid in full at a rate equal to the lesser of (i) one and one-half (1.5%) percent per month, or (ii) the maximum legal rate. Customer's payment will not waive or extend any obligation of Customer to make ongoing payments, as and when due.
- k. **Audit Rights.** PES may reasonably audit Customer's use of the PES Offerings and charge Customer a higher Fee if Customer's usage includes facilities, Users, patient populations, or services beyond the scope determined in development of the Quote.
- l. **Supplemental Quotes and Purchase Orders.** PES and Customer may execute and exchange additional or supplemental Quotes and/or Purchase Orders that will be subject to these Terms and Conditions and become part of this Agreement.

4. DELIVERY.

- a. **PES Apps.** PES shall provide Customer access to PES Apps through a reasonable system of electronic downloads. PES shall grant Customer access promptly following completion of the Customization process.
- b. **PES Materials.** Delivery dates for PES Materials are not guaranteed. In the absence of shipping instructions from Customer, PES will obtain shipping rates on the Customer's behalf and for Customer's account. Delivery shall be FOB PES, point of shipment, and title and risk of loss shall pass to the Customer once delivered to Customer's point of shipment. PES will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause including, but not limited to, acts of God, labor disputes, governmental authority or edict, war, civil unrest, terrorist acts, delays in manufacture, failure of Customer to obtain any required license or permit, or the inability of PES to obtain goods from its usual sources. Any such delay shall not be considered a breach of any obligation by PES, and the delivery dates shall be extended for the length of such delay.

5. SERVICE LEVEL AGREEMENT.

- a. **Hosting.** PES shall be responsible for hosting and managing PES Apps.
- b. **Service Level Agreement.** For each calendar month during the Term, PES shall use commercially reasonable efforts to ensure that the PES Apps accessed by Customer via SaaS will maintain a level of uptime equal to or better than ninety-nine percent (99%) (the "Service Level Agreement" or "SLA"). "Uptime" will be calculated using the following formula: $\text{Uptime} = (T - \text{TNF}) \times 100 / T$ where "T" is the total number of hours that the PES App(s) is typically used per month (determined by multiplying the number of hours per day that the PES App(s) is typically used by the number of days per week that the PES App(s) is typically used, and multiplying the result by 4-5 weeks in a month), and "TNF" is the number of hours the PES App(s) or any component of the PES App(s) licensed by Customer under the applicable Purchase Order is not functional or otherwise unavailable

during the month for any reason other than Scheduled Downtime (as defined below) or as a result of the Permitted Exclusions (as defined below) (the hours calculated will only include those hours that the such PES Apps would typically be in use). If any material portion of the total functionality of the PES App(s) is unavailable for operational use, the PES App(s) will be considered down from the time that Customer notifies PES that a PES App(s) is non-functional and the time that such PES App(s) is serviced and made available for use. A minimum of ninety-nine percent (99%) performance is based on the network hardware being operational.

A PES App will be not considered down if the reason for the unavailability is a result of: (i) Scheduled Downtime or (ii) a Permitted Exclusion.

If the SLA is not met in any calendar month (other than as a result of Scheduled Downtime or a Permitted Exclusion), PES shall provide Customer, as its sole and exclusive remedy, a credit equal to two percent (2%) of the prorated monthly Fee for the month that the PES App(s) was unavailable (the "Prorated Monthly Fee"), plus an additional one percent (1%) of the Prorated Monthly Fee for each one percent (1%) that applicable Uptime is less than 99%, up to an aggregate maximum credit of six percent (6%) of the Prorated Monthly Fee. PES shall calculate Uptime and any service level downtime using its system logs and other records.

- c. **Scheduled Downtime.** If PES determines that it must intentionally interrupt the PES Apps or that there is a potential for the PES Apps to be interrupted to conduct system maintenance (collectively, "Scheduled Downtime"), PES will use good-faith efforts to notify Customer of such Scheduled Downtime at least forty-eight (48) hours in advance, and will use commercially reasonable efforts to ensure that Scheduled Downtime occurs during the hours of 12:00 a.m. to 6:00 a.m. Central Time.
- d. **Permitted Exclusions.** Notwithstanding any other provision of this Agreement to the contrary, performance issues resulting from any of the following shall be considered a "Permitted Exclusion" for purposes of the SLA: (i) any force majeure or other event caused by factors outside of PES's reasonable control; (ii) any actions or inactions of Customer or any third parties; (iii) any third party or Customer-provided network, hardware, device or equipment failure; or (iv) general Internet operations problems. PES shall only be responsible for hardware and software upon which its PES Apps are hosted and its internet service provider up to the point its internet service provider connects with the public internet. Customer-provided network hardware support (i.e. file servers, workstations, hubs, routers, etc.) is the responsibility of Customer.
- e. **Customer Must Request Service Credit.** To receive a credit pursuant to Section 5(b), Customer must notify PES by email or otherwise in writing of its request, with receipt confirmation, within thirty (30) days of service interruption.

6. CUSTOMER DATA / PRIVACY.

- a. **Ownership and Use of Data.** Except as provided below, unless it receives Customer's prior written consent, PES shall not: (i) access, process, or otherwise use Customer Data; or (ii) intentionally grant any third party access to Customer Data, including without limitation, PES's other customers, except PES subcontractors that are subject to a reasonable nondisclosure agreement. As between PES and Customer, all Customer Data shall be owned by Customer. Notwithstanding the foregoing, PES may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. To the extent that it is not prohibited from doing so by law or the terms of such legal or governmental demand, PES shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- b. **Anonymized Data.** Notwithstanding any provision herein, PES may use, reproduce, license, or otherwise exploit Anonymized Data, provided that Anonymized Data does not contain and is not PHI (as defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, as each may be amended). "Anonymized Data" means Customer Data with PHI and the names and addresses of Customer and its Users removed.

7. TERM; TERMINATION.

- a. **Renewal Upon Payment of Fees.** Thirty (30) days prior to each anniversary of the Subscription Start Date, PES shall invoice Customer for Fees for the next twelve (12) month period. Payment of such Fees by Customer shall constitute a renewal of this Agreement for an additional twelve (12) month Renewal Term, during which time this Agreement may only be terminated

- either (i) by mutual agreement of the parties, or (ii) for Cause pursuant to Section 7(c) below.
- b. **Non-Renewal.** Customer may elect not to pay Fees for a Renewal Term, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect. PES may elect not to renew this Agreement for a Renewal Term by providing Customer with at least thirty (30) days advance written notice, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect.
- c. **Termination for Cause.** Either party may terminate this Agreement, and Customer's use of the PES Offerings, for "Cause" in the event that:
- Either party breaches a material provision of this Agreement (which shall include non-payment of Fees) and such breach is not cured within 30 days after written notice is provided to the breaching party. Customer's access to the PES Offerings may be suspended during the 30-day cure period if the breach would cause potential damage to PES or otherwise renders Customer's continued use thereof unsafe;
 - Either party files a petition in bankruptcy, whether voluntary or involuntary, or an assignment for the benefit of creditors, in which event termination shall be effective immediately; or
 - Customer breaches or threatens to breach any of the provisions of: (A) Section 2(d) with respect to exclusions to Customer's license hereunder; or (B) Section 10 regarding confidentiality. Termination pursuant to this Section 7(c)(iii) shall be immediate upon written notice by PES.
- d. **Purchase Order Cancellation or Change.** After the Effective Date, Purchase Orders may not be cancelled, changed, suspended or deferred without the express, written consent of PES. Customer agrees to pay all Fees and costs associated with any cancellation, change, suspension or deferral of a Purchase Order including, without limitation, for PES's Customization work and PES's efforts to mitigate damages. If PES agrees to allow cancellation of a Purchase Order, then this Agreement shall terminate as of the date of such mutual agreement, otherwise, this Agreement and Customer's obligation to pay Fees shall continue for the remainder of the Term.
- e. **Returns.** PES Materials may be returned for a refund within thirty (30) days of the delivery date; provided, that returned PES Materials will not be accepted if they have been used or are not in good condition. Customized PES Offerings are non-refundable. If accepted, returned PES Materials are subject to a fifteen percent (15%) restocking fee. Return shipping fees are Customer's responsibility. If Customer desires to return PES Materials, Customer must first call PES Customer Service at 866.867.3192 and obtain a Return Goods Authorization Number (RGA#). Customer must then repackage PES Materials and mail them to Pediatric Emergency Standards, Inc., 11870 State Road 84, Suite C5, Davie, Florida 33325. PES Materials that are returned without prior authorization will be refused, and the carrier will charge Customer freight in both directions. If PES accepts returned items and issues a refund pursuant to this Section, then this Agreement shall terminate as of such refund date.
- f. **Effect of Termination.** Upon any termination of this Agreement pursuant to this Section 7, Customer's license to use and access to the PES Offerings will immediately cease and all Fees due hereunder shall be immediately due and payable; provided, however, that, in the event Customer terminates this Agreement pursuant to Section 7(c)(i) as a result of an uncured breach by PES or pursuant to Section 7(c)(ii) in the event PES files a petition in bankruptcy or makes an assignment for the benefit of creditors, then Customer shall be relieved of any further obligation to pay Fees and PES shall refund to Customer prorated Fees already paid by Customer for the remainder of the Term. The applicability of certain provisions in this Agreement shall survive termination as set forth in Section 18(e) below.
8. **SERVICE AND REPAIRS.** Updates to the PES Apps shall be made available to Customer at no additional charge. All service and/or repairs are performed wholly or in part at the discretion of PES. PES Materials damaged in delivery will be replaced at no cost to the Customer. Damage caused by wear and tear, abuse or accident is at the expense of Customer. The remedies provided herein are exclusive.
9. **DISCLAIMERS.**
- a. **Disclaimer of Warranties.** EXCEPT AS PROVIDED HEREIN, THE PES OFFERINGS ARE PROVIDED ON AN "AS IS" BASIS, AND PES

EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATED THERETO, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND OTHERWISE.

- b. **Disclaimers regarding Technology.** Customer acknowledges that accessing data online involves risks of unavailability of information and Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining and securing its connections to the Internet. PES makes no representations to Customer regarding the reliability, performance or security of any network or provider. PES cannot control the flow of data to or from its network and other portions of the internet as such flow depends, in large part, on the performance of internet service providers or third parties. At times, actions or inactions of such third parties may impair or disrupt Customer's connections to the internet (or portions thereof). Accordingly, PES disclaims any and all liability resulting from or related in any way to any unavailability of a PES App, including as a result of Scheduled Downtime or a Permitted Exclusion, and Customer acknowledges that its sole remedies in any such event are as set forth in Section 5(b). For these reasons, Customer further agrees to instruct its Users and all medical personnel to have hard copies of Customer's Protocols and the PES Materials or other backup options immediately available at all times in case access to the PES Apps is interrupted or otherwise becomes unavailable.
- c. **Disclaimers regarding Clinical Content.**
- PES makes no representations or warranties with respect to the clinical content contained in the PES Offerings and in the Customized Offerings approved by Customer.
 - Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.
 - Customer hereby acknowledges that the Customized Offerings are not a substitute for the judgment of licensed medical professionals. The Customized Offerings are tools that may assist medical professionals in the delivery of care to patients. All medical judgments are reserved to licensed clinicians. Failure to render care consistent with recognized standards of care may result in injury to the patient.
 - Customer must determine for itself whether the PES Offerings will meet its needs, and PES makes no representations or warranties in that regard.

10. CONFIDENTIALITY.

- a. **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" means: (i) any non-public information of PES or Customer including, without limitation, information regarding the PES Offerings, information relating to current and planned products and services of PES and its technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; (ii) PES's security controls, policies, procedures, audits, or other information concerning PES's internal security posture; (iii) patient information obtained by Customer; (iv) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally and is identified as "Confidential" at the time of disclosure; and (v) this Agreement, including the Quote. Notwithstanding the foregoing, Confidential Information does not include information that: (A) is in the other party's possession at the time of disclosure; (B) is independently developed without use of or reference to Confidential Information; (C) becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction; (D) is approved for release in writing by the disclosing party; or (E) is required to be disclosed by law.
- b. **Nondisclosure.** The parties shall not use Confidential Information for any purpose other than to fulfill their respective obligations under this Agreement. Each party: (i) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein; and (ii) shall not disclose Confidential Information to any third party without prior written consent from the disclosing party. Without

limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware.

- c. Injunction. Customer agrees that breach of this Section would cause PES irreparable injury, for which monetary damages would not provide adequate compensation. In such instance, PES will be entitled to injunctive relief against such breach or threatened breach, without PES proving actual damages or posting a bond or other security, provided that if a judge determines that a bond is required, the parties agree that One Thousand Dollars (\$1,000) shall be a reasonable bond.
- d. Open Records Laws and other Disclosure Requests. PES acknowledges that Customer may be required to disclose certain Confidential Information if mandated by court order or, in the case of a Customer that is a governmental entity, pursuant to applicable open records laws or lawful public records requests. At such time as Customer becomes aware that it may be required to disclose Confidential Information, it agrees to (i) provide PES with prompt written notice in order to allow PES to protect its Confidential Information, object to the disclosure, and/or to seek a protective order, and (ii) cooperate with PES in such efforts. In addition to the obligations of this Section with respect to Confidential Information generally, Customer agrees to provide additional protection to PES source code information pursuant to Section 10(e) below.
- e. Source Code. THE SOURCE CODE FOR THE PES APPS SHALL BE CONSIDERED HIGHLY CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT AND MAY NOT, UNDER ANY CIRCUMSTANCE, BE DISCLOSED BY CUSTOMER TO ANY THIRD PARTY EXCEPT PURSUANT TO A VALID COURT ORDER.
- f. Return of Confidential Information. Immediately upon termination of this Agreement or upon request, each party agrees to promptly return all Confidential Information and copies thereof belonging to the other party. If Customer is a governmental entity and required to retain certain Confidential Information after termination of this Agreement, then Customer shall retain only that portion of the Confidential Information that it is strictly required to retain under applicable law, return all other information to PES, and execute a reasonable non-disclosure agreement in connection with the retained Confidential Information.

11. INFRINGEMENT.

- a. IP Infringement. PES shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) actually incurred or finally adjudicated as to any third party claim or action alleging that the PES Apps infringe or misappropriate any third party's patent, copyright, trade secret or other intellectual property rights enforceable in the applicable jurisdiction (each a "Claim").
- b. IP Remedies. If any PES Offering becomes, or in PES's opinion is likely to become, the subject of an infringement or misappropriation claim, PES may, at its option and expense, either (i) procure for Customer the right to continue using such PES Offering; (ii) replace or modify the PES Offering so that it becomes non-infringing; or (iii) terminate Customer's right to use the PES Offering and issue Customer a refund for any Fees for periods after such termination. Notwithstanding the foregoing, PES will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon: (A) any use of the PES Apps not in accordance with this Agreement or for purposes not intended by PES; (B) any use of the PES Offerings in combination with other products, equipment, software, or data not supplied or authorized by PES; (C) any use of any release of the PES Apps other than the most current release made available to Customer at no additional charge; or (D) any modification of a PES Offering made by any person other than PES or an authorized representative or agent thereof. In any such case Customer will defend PES from any such claim against PES.
- c. Sole IP Liability. This Section is PES's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement relating to the PES Offerings.
- d. Procedures. The party seeking indemnification (the "Indemnified Party") must give prompt written notice of such Claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend, at its own expense and with its own counsel, any such Claim. The Indemnified Party will have the

right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in any settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.

- 12. **GOVERNMENT REGULATIONS.** Each party agrees to comply with all applicable import, export and anti-corruption statutes and regulations of the United States in connection with the manufacture, sale and distribution of the PES Offerings including, without limitation, the Foreign Corrupt Practices Act. Each party agrees to indemnify and hold harmless the other from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from a party's failure to comply with this Section and/or applicable laws, rules and/or regulations governing the PES Offerings.

13. LIMITATION OF LIABILITY.

- a. LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCES SHALL PES OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE PES OFFERINGS, AVAILABILITY OF DATA, STOPPAGE OF WORK, OR IMPAIRMENT OF OTHER ASSETS.
- b. LIMITATION OF LIABILITY. PES'S MAXIMUM LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED FIVE (5) TIMES THE FEES PAID BY OR ON BEHALF OF CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.
- c. Insurance. Each party shall be responsible to carry insurance in appropriate amounts to cover the activities conducted by it under this Agreement. Upon written request, PES agrees to provide Customer with evidence of its insurance coverages.

14. DISPUTE RESOLUTION.

- a. Limitation of Action. Except for claims arising from Customer's non-payment or underpayment of amounts owed to PES, any and all claims arising out of or related to this Agreement shall be barred, unless instituted either (i) within two (2) years from the date that the complaining party knew or should have known of the facts giving rise to a claim, or (ii) the applicable Florida statute of limitations, whichever is shorter.
- b. Governing Law. This Agreement and any claim or controversy arising hereunder (whether in contract, tort, or otherwise, including statutory, consumer protection, or common law) shall be governed by the laws of the State of Florida, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any dispute, each party will bear its own attorneys' fees and costs.
- c. Mediation. In the event of any dispute, claim or disagreement arising out of or relating to this Agreement, the parties shall first submit the dispute, claim or disagreement to non-binding mediation administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Mediation Procedures. The place of mediation shall be Fort Lauderdale, Broward County, Florida. The mediation shall be conducted by one (1) mediator selected in accordance with AAA rules, unless the parties otherwise mutually agree to a panel of three (3) mediators.
- d. Binding Arbitration. If the dispute, claim or disagreement is not resolved within sixty (60) days after the initial mediation meeting, then either party may submit the dispute, claim or disagreement to binding arbitration administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules and, except as provided in Section 14(e) below, such arbitration shall be the sole means of dispute resolution. The place of arbitration shall be Fort Lauderdale, Broward County, Florida. The arbitration shall be conducted by one (1) arbitrator selected in accordance with the AAA rules, unless the parties otherwise mutually agree to a panel of three (3) arbitrators.
- e. Injunction. Notwithstanding anything in this Agreement to the contrary, each party shall be entitled to seek injunctive or other equitable relief without first submitting the matter to mediation or arbitration in accordance

with the provisions of this Section 14, even if a similar or related matter has already been referred to mediation or arbitration in accordance with the terms of this Section 14. Venue for any action permitted to be brought in court under this Section shall be the appropriate state and federal courts located in Fort Lauderdale, Broward County, Florida.

- g. Signatures. Electronic signatures on any portion of this Agreement (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures and are fully enforceable.

15. **SEVERABILITY**. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

16. **NOTICE**. Notices provided under this Agreement must be in writing and delivered to PES's or Customer's principal place of business as forth in the Purchase Order and/or Quote by: (a) certified mail, return receipt requested; (b) hand delivery; (c) e-mail with a confirmed read receipt; or (d) reputable overnight carrier service. In the case of delivery by e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (d). The notice will be deemed given on the day the notice is received by the party receiving such notice.

17. **DESIGN CHANGES**. Except as otherwise agreed expressly in writing, PES may at any time furnish improvements to a product's design and/or construction. PES may also furnish suitable substitutes for materials that are unobtainable because of priorities or regulations established by governmental authorities or the non-availability of products from suppliers.

18. **MISCELLANEOUS**.

a. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed herein or therein; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event Customer issues User instructions, internal memoranda, or any other document addressing any of the PES Offerings, it is hereby specifically agreed and understood that such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

b. Assignment & Successors. Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent, except that either party may, without the prior consent of the other, assign all its rights under this Agreement to (i) a purchaser of all or substantially all of its assets, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating (collectively, a "Change in Control"); provided however, that the non-assigning party is given notice of the Change in Control and the assignee is not a competitor of the non-assigning party hereunder.

c. Force Majeure. No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate any unfulfilled Purchase Order.

d. Waiver & Breach. Neither party will be deemed to have waived any of its rights under this Agreement, unless it is an explicit written waiver made by an authorized representative. No waiver of a breach will constitute a waiver of any other breach.

e. Survival of Terms. Unless otherwise stated, all of PES's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the express their terms, fully to be performed during the Term shall survive the termination of this Agreement. Without limiting the foregoing, the provisions of Terms and Conditions Sections 2(d), 6, 9, 10, 13, and 14 shall survive any termination of this Agreement.

f. Authority. An individual executing or delivering a Quote or a Purchase Order hereunder acknowledges that he or she has the authority to act on behalf of the Customer or PES, as the case may be, and bind such party to the terms hereof.



Quote

Company Info: Pediatric Emergency Standards, Inc.
11870 State Rd 84 Suite C5
Davie, FL 33325

Expiration Date: 3/8/2023
Quote Number: Q-06227

Phone: (954) 944-1114
FAX: (954) 653-3792

Account Name: Carmel Fire Department
Account #: 105372

Client Contact: Andrew Young
Account Rep: Jessica Barrios

Bill To: 3610 West 106th Street
Carmel, IN 46032

Ship To: 3610 West 106th Street
Carmel, IN 46032

Product Code	Description	Quantity	List Price	Unit Price	Total
HMPS23	Customization and Setup for Handtevy Mobile	1.000	\$1,690.00	\$1,690.00	\$1,690.00
HMPA23	Annual access to Handtevy Mobile. Access to Medication Management Software, Unlimited Updates Included, Clinical and Technical support	1.000	\$5,655.00	\$5,655.00	\$5,655.00

Subtotal \$7,345.00
Total Price \$7,345.00
Tax \$0.00
Shipping and Handling \$0.00
Total \$7,345.00

To place an order, please email or fax a copy of the signed Quote and Purchase Order to: Sales@Handtevy.com or (954) 653-3792.

PES requires execution of a Purchase Order for all sales above \$5,000 before applicable freight and taxes. The undersigned, on behalf of Customer, represents that he or she has the authority to sign this Quote and/or Purchase Order, and is bound hereby and agrees to the terms, conditions and pricing denoted and attached. Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Customer may provide PES with a tax exemption certificate, if applicable.

It is our customers responsibility to provide the most up-to-date and accurate protocol set. Additional fees will apply in the event a protocol set was submitted in error once customization has been initiated.

<hr/> (Print Name)	<hr/> (Title)
<hr/> (Authorized Signature)	<hr/> (Effective Date)

Approved and Adopted this _____ day of _____, 20_____.

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

Pediatric Emergency Standards, Inc.
d/b/a Handtevy

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

By:

Authorized Signature

Patrick Bavaro
Printed Name

VP of Business Development
Title

Date: 2/13/2023

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

108516

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
2/8/2023			377035	Handtevy Mobile
HANDTEVY VENDOR 11870 W STATE RD 84 SUITE C5 DAVIE, FL 33325 - Fire Department SHIP TO 10701 N. College, Ste. A Carmel, IN 46280-				
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73999				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1120 Fund: 102 Ambulance Capital Fund

Account: 44-632.02

1 Each HMPA23	Annual Access to Handtevy Mobile	\$5,655.00	\$5,655.00
1 Each HMPS23	Customization & Setup for Handtevy Mobile	\$1,690.00	\$1,690.00
1 Each	Per Quote Q-06227	\$0.00	\$0.00
		Sub Total	\$7,345.00



Send Invoice To:
Fire Department

2 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

\$7,345.00

* 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

Denise Snyder

Accreditation/Budget Administrator

James Crider

Director of Administration

CONTROL NO. **108516**

City of Carmel Project Sophia Square Waterproofing

Change Order #2 –
Deduct- Concrete Repairs
Addition- End Dam Detail
Deduct- CMU on Pool Wall
Addition- Pool Wall Curb
Addition- Pavers to Pool Wall

APPROVED

By Sergey Grechukhin at 4:19 pm, Feb 14, 2023

Change Order #2 is an additional price for work completed regarding Sophia Square Waterproofing.

Contract Price prior to this Change Order \$ 1,321,897.99

Contract Price will be increased/decreased by this Change Order \$ - (76,192.00)

New Contract Price including this Change Order \$ 1,245,705.99

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$ 1,122,577.99	N/A	N/A
CO1- Additional Removal and Trucking Planter Wall Stones; Additional Removal and Disposal of Pavers; Additional Move and Install Stone Walls; Additional Floor Coat; Additional Remove Block; Deduct for Cladding Removal; Deduct for Irrigation Install	\$ 199,320.00	\$1,321,897.99	17.76%
CO2- Deduct concrete repairs, additional end dam detail, deduct repair of CMU on pool wall, additional pool wall curb concrete, additional pavers to pool wall	\$ - (76,192.00)	\$ 1,245,705.99	10.97 %

CITY OF CARMEL**TO:****CONTRACT CHANGE ORDER NO.:** 2**DATE:** 02/08/23**PROJECT NAME:** Sophia Square Waterproofing**CITY REQ. NO.:** N/A**CITY PO NO.:** 106662, 106668, 106669**CITY PO DATE:** 7/6/22, 7/7/22

- I. You are directed to make the following changes in this Contract:
Change Order #2 listed below.

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT (+) OR (-) DAYS</u>
Deduct Concrete Repairs	(\$104,317.00)	0
Additional End Dam Detail	\$6,725.00	3
Deduct for RFI #3; CMU Pool Wall Repair	(\$19,800.00)	0
Additional Pool Wall Curb	\$20,465.00	3
Additional Pavers to Pool Wall	\$20,735.00	4

The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: N/A W.D.C. No.: N/A Other: See attached proposals

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

Contract Price prior to this Change Order \$ 1,321,897.99

Contract Price will be increased/decreased by this Change Order \$ (76,192.00)

New Contract Price including this Change Order \$ 1,245,705.99

Contract Time Prior to this Change Order 182 Days 02/28/23 Completion Date

Net increased/decreased resulting from this Change Order 10 Days

Current Contract Time including this Change Order 192 Days 03/10/23 Completion Date

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

City of Carmel
STREET
1 Civic Square
Address
Carmel, IN 46023
City/State/Zip

LITHKO Restoration
CONTRACTOR
990 N. Main St.
Address
Cincinnati, OH 45050
City/State/Zip

James Brainard, Mayor
Mary Ann Burke, Member
Lori Watson, Member
Matt Higginbotham,
Commissioner, Street
Department

By: Matt Higginbotham
Matt Higginbotham
Phone: 317-733-2001

Date: 12/01/22

By: Matt Breitenstein
MATT BREITENSTEIN

Phone: 513-267-4955

Date: 2/14/23

ATTEST:

Sue Wolfgang, Clerk
Date: _____

APPROVED
By Sergey Greshchukhin at 2:24 pm, Feb 19, 2023

Pay items are being created and deducted for switching to concrete pavement for the raised crosswalks, adding a larger manhole, encountered rock excavation, modifications to planned structures due to differing site conditions, delays due to utilities, irrigation conduits, bulk series handholes, additional pipe and structure removal, and payment for lowering storm sewer to avoid utilities. The number of calendar days for closure of the intersection is being increased by 18 days. Adjustment to the Substantial and Final completion dates for the project will be reviewed and adjusted after additional claims are reviewed.

Contract Price prior to this Change Order	\$3,660,000.00
Contract Price will be changed by this Change Order	\$99,360.21
New Contract Price including this Change Order	\$3,759,360.21

[illegible]

CITY OF CARMEL

TO: Jeremy Kashman
City Engineer
City of Carmel Indiana
One Civic Square
Carmel, IN 46032

CONTRACT CHANGE ORDER NO.: 1
DATE: February 13, 2023
PROJECT NAME: 108th and College Ave RAB
CITY REQ. NO.:
CITY PO NO.: 20-ENG-02
CITY PO DATE:

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

This Change Order includes Change Order Requests 1,3,5,6,9,10,11,15,16,17,18,19,20,21,22,23, and 24, which are included as attachments. These change orders include various differing site conditions, delays due to adjustments necessary due to utilities, and additions to the contract. Note this change order adds 18 days to the maximum days for the closure of the intersection, which was closed on 9/6/2022. Overall substantial completion date and final completion date will be adjusted upon change order day review.

ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS
II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: <u>N/A</u> W.D.C. NO.: <u>N/A</u>		
The changes result in the following adjustment of Contract Price and Contract Time:		
Contract Price prior to this Change Order	\$	3,660,000.00
Contract Price will be increased by this Change Order	\$	99,360.21
New Contract Price including this Change Order	\$	3,759,360.21
Contract Time prior to this Change Order	<u>60</u> Days Closure	<u>12/2/2022</u> Substantial Completion Date
Contract Time prior to this Change Order		<u>1/3/2023</u> Final Completion Date
Net increased/decreased resulting from this Change Order		<u>18</u> Days
Current Contract Time including this Change	<u>78</u> Days Closure	<u>12/2/2022</u> Substantial Completion Date
Current Contract Time including this Change Order		<u>1/3/2023</u> Final Completion Date
This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.		

The Above Changes Are Recommended	The Above Changes Are Accepted	Approved
<u>American Structurepoint, Inc.</u> ENGINEER	<u>JD Company, Inc.</u> CONTRACTOR	<u>James Brainard, Mayor</u>
<u>9025 River Road, Suite 200</u> Address	<u>7240 North State Road 3</u> Address	<u>Mary Ann Burke, Member</u>
<u>Indianapolis, IN 46240</u> City/State/Zip	<u>Muncie, IN 47303</u> City/State/Zip	<u>Lori Watson, Member</u>
By: <u>Joseph A Dubyal</u> <small>Digitally signed by Joseph A Dubyal DN: cn=Joseph A Dubyal, o=Carmel, ou=City of Carmel, email=jadubyal@cityofcarmel.org, c=US</small>	By: <u>Seth Blalock</u> <small>Digitally signed by Seth Blalock DN: cn=Seth Blalock, o=Carmel, ou=City of Carmel, email=sblalock@cityofcarmel.org, c=US</small>	<u>Jeremy Kashman, PE, City Engineer</u>
Phone: <u>317-501-8111</u>	Phone: <u>765-730-1831</u>	ATTEST:
Date: <u>02/14/2023</u>	Date: <u>2/14/23</u>	<u>Sue Wolfgang, Clerk</u>
		Date: <u></u>



American Structurepoint, Inc.

Change Order Details

20-ENG-02 - 106th and College RAB

Description	Intersection improvements at 106th Street and College Avenue will consist of replacing a signalized intersection with a roundabout. The reconstruction of the intersection will include new full-depth pavement, curb and gutter, enclosed storm water network, lighting, and shared-use paths with new curb ramps and raised crosswalks.
Prime Contractor	3D Company, Inc. Muncie
Change Order	1
Status	Pending
Date Created	12/15/2022
Type	Changed Conditions
Summary	Change Order #1
Change Order Description	This Change Order includes the Change Order Request 1, 3, 5, 6, 9, 10, 11, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24. These requests were submitted and reviewed, including at a meeting on 1-31-23 to discuss Total Days added to the closure from these change orders totals 18 days. Total Cost added to the contract is \$99,360.21. See attached summary table and CORs for more information.
Awarded Project Amount	\$3,660,000.00
Authorized Project Amount	\$3,660,000.00
Change Order Amount	\$99,360.21
Revised Project Amount	\$3,759,360.21

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0035	00003	SYS	\$197,830	430.000	\$85,066.90	-430.000	-\$85,066.90	0.000	\$0.00
RAISED PEDESTRIAN CROSSING									
Reason: COR#1 - Switch to concrete									
0087	720-95422	EACH	\$8,287.000	3.000	\$24,861.00	-1.000	-\$8,287.00	2.000	\$16,574.00
MANHOLE, 14"									
Reason: COR#9 - Larger MHI needed									
2 items			Totals		\$109,927.90		-\$93,353.90		\$16,574.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0151	502-08202	SYS	187.000	\$269.500	\$50,396.50
PCCP, 10.5 IN					
Reason: COR#1 - Stamped Concrete - Change to Concrete from Brick Pavers					

Change Order Details:

20-ENG-02 - 108th and College RAB

02/14/2023

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Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0152	502-08202	SYS	243.000	\$118.800	\$28,868.40
PCCP, 10.5 IN					
Reason: COR#1 - PCCP Plain Raised Concrete					
0153	203-02010	CYS	187.000	\$125.000	\$23,375.00
EXCAVATION, ROCK					
Reason: COR#3,6,16 - Change Condition					
0154	105-06807	LS	1.000	\$754.560	\$754.56
ADDITIONAL					
Reason: COR#5 - Modification of STR 173					
0155	720-92884	EACH	1.000	\$12,195.040	\$12,195.04
MANHOLE, K4, MODIFIED					
Reason: COR#9 - STR 125A					
0156	105-06807	LS	1.000	\$1,126.790	\$1,126.79
ADDITIONAL					
Reason: COR#10 - Adjustments at STR 175					
0157	105-06807	LS	1.000	\$2,404.410	\$2,404.41
ADDITIONAL					
Reason: COR#11 - Gas service line adjustment					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0158	105-06807	LS	1.000	\$5,669.270	\$5,669.27
ADDITIONAL					
Reason: COR#15 - Adjustments at STR 171 and STR 172 due to AT&T					
0159	105-06807	LS	1.000	\$4,836.180	\$4,836.18
ADDITIONAL					
Reason: COR#17 - Lowering of utility line					
0160	105-06807	LS	1.000	\$1,577.660	\$1,577.66
ADDITIONAL					
Reason: COR#18 - Underdrain adjustments at STR 154					
0161	805-95568	LFT	280.000	\$64.150	\$17,962.00
CONDUIT, PVC, 4"					
Reason: COR#19 - Addition of irrigation conduits					
0162	105-06807	LS	1.000	\$3,558.180	\$3,558.18
ADDITIONAL					
Reason: COR#20 - Fiber Optic Protection					
0163	807-78590	EACH	2.000	\$3,966.370	\$7,932.74
HANDHOLE					
Reason: COR#21 - Bulk Series Handholes					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0164	105-06807	LS	1.000	\$2,520.440	\$2,520.44
ADDITIONAL					
Reason: COR#22 - Concrete Road Widening					
0165	105-06807	LS	1.000	\$7,720.150	\$7,720.15
ADDITIONAL					
Reason: COR#23 - Remove Additional Pipe and Structures					
0166	105-06807	LS	1.000	\$19,816.790	\$19,816.79
ADDITIONAL					
Reason: COR#24 - Lowering of STR 154, 155, 156, 157, 159, 160, 161 to avoid AT&T Conflict					
16 items					Total: \$192,714.11

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	60.0 Days	60.0 Days	18.0 Days	78.0 Days
60-day Maximum Intersection Closure				
Reason: Extra Work, Changed Condition				
1 time limit				

CHANGE ORDER 1 SUMMARY 20-ENG-02 106th and College RAB

Change Order Request Number	Date	Description	Approved Cost	Approved Days
1	1/11/2023	Raised Crosswalks	\$ (5,802.00)	3
3	1/11/2023	Remove Non-Removable Flowfill	\$ 11,687.50	1
5	1/11/2023	STR 173 Modification	\$ 754.56	0.25
6	1/11/2023	Remove Non-Removable Flowfill	\$ 7,187.50	1
9	1/12/2023	STR 125A - Size Change	\$ 3,908.04	0
10	1/12/2023	STR 175 - Redesign	\$ 1,126.79	0.25
11	1/12/2023	Gas Main Conflict	\$ 2,404.41	0.5
15	1/12/2023	STR 171 and STR 172	\$ 5,669.27	0.5
16	1/12/2023	Non-Removable Flowfill	\$ 4,500.00	1
17	1/12/2023	Relocate communication utility	\$ 4,836.18	0
18	1/12/2023	Rework underdrain pipe	\$ 1,577.66	0.25
19	1/12/2023	Irrigation Conduits	\$ 17,962.00	1
20	1/12/2023	Fiber Optic Protection	\$ 5,558.18	1
21	1/12/2023	Bulk Series Handhole	\$ 7,932.74	0
22	1/12/2023	MOT Concrete Widening	\$ 2,520.44	0
23	1/12/2023	Remove existing Inlets and Pipe	\$ 7,720.15	0.5
24	1/17/2023	Lower storm pipe for AT&T	\$ 19,816.79	7

Totals

\$ 99,360.21	18
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City of Carmel Project 20-ENG-07

By Sergey Gorchukhin at 2:22 pm, Feb 15, 2023

Yardberry Landscape Excavating Co. – Pedestrian Path Construction on East 106th Street

CHANGE ORDER #2 – FINAL CHANGE ORDER

This change order balances all existing contract line item and add new items.

Contract Price prior to this Change Order	\$646,099.00
Contract Price will be increased/decreased by this Change Order	\$-89,075.77
New Contract Price including this Change Order	\$557,023.23

[illegible]



CrossRoad Engineers, P.C.

Change Order Details

20-ENG-07 106th Street Path Penn to College

Description	Construction of both multi-use asphalt path and concrete sidewalk and including storm sewer, curbing, sidewalk, mid-block crossing and pavement markings
Prime Contractor	Yardberry Landscape and Excavating Co 9940 South 1000 West Anderson, IN 46017
Change Order	2
Status	Approved
Date Created	02/07/2023
Type	Final Quantity Adjustment
Summary	Final Change Order
Change Order Description	This Change Order balances all existing contract line item and add new items
Awarded Project Amount	\$646,099.00
Authorized Project Amount	\$646,099.00
Change Order Amount	-\$89,075.77
Revised Project Amount	\$557,023.23

Cost/Time

This Change Order results in a net reduction of the original contract in the amount of \$89,075.77

No Time Adjustment is necessary for this change

Entitlement

Final quantities for original line items and new line items were agreed upon by both the contractor, project inspection staff, and city engineering

Cost submittals for new items were reviewed and vetted for accuracy. The new item includes the cost of labor and equipment for the drainage improvements on the Hazel Dell

Impact

The overall project cost and final contract amount is below the original bid and awarded contract amount

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0001	1	LS	\$18,000.00	1.000	\$18,000.00	0.000	\$0.00	1.000	\$18,000.00
Construction Engineering									
0002	2	LS	\$20,750.00	1.000	\$20,750.00	0.000	\$0.00	1.000	\$20,750.00
Mobilization and Demobilization									
0003	3	LS	\$24,300.00	1.000	\$24,300.00	0.000	\$0.00	1.000	\$24,300.00
Clearing of Right of Way									

Change Order Details:

20-ENG-07 106th Street Path Penn to College

02/10/2023

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Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0004	4	CYD	\$75.000	424.000	\$31,800.00	0.000	\$0.00	424.000	\$31,800.00
Excavation, Common									
0005	5	DOL	\$1.000	8,100.000	\$8,100.00	-5,673.220	-\$5,673.22	2,426.780	\$2,426.78
Storm Water Quality Management Budget									
Reason: Balancing Change Order									
0006	6	LS	\$10,000.000	1.000	\$10,000.00	0.000	\$0.00	1.000	\$10,000.00
Stormwater Management Implementation									
0007	7	LS	\$5,000.000	1.000	\$5,000.00	0.000	\$0.00	1.000	\$5,000.00
SWQCP Preparation									
0008	8	SYD	\$25.000	920.000	\$23,000.00	-471.670	-\$11,791.75	448.330	\$11,208.25
Subgrade Treatment Type II (Undistributed)									
Reason: Balancing Change Order									
0009	9	SYD	\$5.000	2,378.000	\$11,890.00	-581.170	-\$2,905.85	1,796.830	\$8,984.15
Subgrade Treatment Type III									
Reason: Balancing Change Order									
0010	10	CYD	\$100.000	2.000	\$200.00	-4.510	-\$451.00	6.510	\$651.00
Structure Backfill, Type 2									
Reason: Balancing Change Order									

Change Order Details:

20-ENG-07 108th Street Path Penn to College

02/10/2023

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Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0011	11	SYD	\$10.000	2,110.000	\$21,100.00	-2,110.000	-\$21,100.00	0.000	\$0.00
Geogrid, Type IB (Undistributed)									
Reason: Balancing Change Order									
0012	12	CYD	\$60.000	373.000	\$22,380.00	-19.370	-\$1,162.20	353.630	\$21,217.80
Compacted Aggregate, No. 53									
Reason: Balancing Change Order									
0013	13	TON	\$1,500.000	1.000	\$1,500.00	0.000	\$0.00	1.000	\$1,500.00
Asphalt for Tack Coat									
0014	14	TON	\$185.000	465.000	\$86,025.00	14.380	\$2,660.30	479.380	\$88,685.30
HMA for Sidewalk									
Reason: Balancing Change Order									
0015	15	SYD	\$185.000	176.000	\$32,560.00	-7.050	-\$1,304.25	168.950	\$31,255.75
Sidewalk, Concrete									
Reason: Balancing Change Order									
0016	16	SYD	\$300.000	139.000	\$41,700.00	-28.020	-\$8,406.00	110.980	\$33,294.00
Curb Ramp, Concrete									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0017	17	SYD	\$350.000	36.000	\$12,600.00	5.890	\$2,061.50	41.890	\$14,661.50
Detectable Warning Surfaces									
Reason: Balancing Change Order									
0018	18	LFT	\$70.000	374.000	\$26,180.00	-15.940	-\$1,115.80	358.060	\$25,064.20
HMA Surface with Concrete Cap									
Reason: Balancing Change Order									
0019	19	SYD	\$100.000	503.000	\$50,300.00	13.870	\$1,387.00	516.870	\$51,687.00
PCCP for Approaches, 6'									
Reason: Balancing Change Order									
0020	20	EA	\$200.000	5.000	\$1,000.00	3.000	-\$600.00	2.000	\$400.00
Mailbox Assembly, Single, Relocate									
Reason: Balancing Change Order									
0021	21	EA	\$500.000	1.000	\$500.00	-1.000	-\$500.00	0.000	\$0.00
Mobilization and Demobilization for Seeding									
Reason: Balancing Change Order									
0022	22	SYD	\$3.000	1,311.000	\$3,933.00	-1,311.000	-\$3,933.00	0.000	\$0.00
Mulched Seeding U (Undistributed)									

Change Order Details:

20-ENG-07 106th Street Path Penn to College

02/10/2023

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Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: Balancing Change Order

0023	23	Kgal	\$1.000	10.000	\$10.00	-10.000	-\$10.00	0.000	\$0.00
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Water

Reason: Balancing Change Order

0024	24	SYD	\$10.000	2,825.000	\$28,250.00	0.000	\$0.00	2,825.000	\$28,250.00
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Nursery Sod

0025	25	EA	\$2,500.000	4.000	\$10,000.00	0.000	\$0.00	4.000	\$10,000.00
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Water Service/Meter Pit Replacement (Undistributed)

0026	26	MOS	\$2,300.000	4.000	\$9,200.00	-4.000	-\$9,200.00	0.000	\$0.00
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Field Office, Type C

Reason: Balancing Change Order

0027	27	LFT	\$80.000	29.000	\$2,320.00	40.000	\$3,200.00	69.000	\$5,520.00
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Pipe, HDPE, Circular, 8"

Reason: Balancing Change Order

0028	28	LFT	\$100.000	14.000	\$1,400.00	21.150	\$2,115.00	35.150	\$3,515.00
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Pipe, RCP, Circular, 12"

Reason: Balancing Change Order

Change Order Details:

20-ENG-07 108th Street Path Penn to College

02/10/2023

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Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0029	29	LFT	\$50.000	10.000	\$500.00	2.000	\$100.00	12.000	\$600.00
Pipe Extension, Metal, Circular, 8"									
Reason: Balancing Change Order									
0030	30	EA	\$2,000.000	1.000	\$2,000.00	4.000	\$8,000.00	5.000	\$10,000.00
Casting, Adjust to Grade									
Reason: Balancing Change Order									
0031	31	EA	\$4,000.000	1.000	\$4,000.00	0.000	\$0.00	1.000	\$4,000.00
Inlet E-7									
0032	32	EA	\$200.000	4.000	\$800.00	-2.000	-\$400.00	2.000	\$400.00
Construction Sign, B									
Reason: Balancing Change Order									
0033	33	LS	\$25,000.000	1.000	\$25,000.00	0.000	\$0.00	1.000	\$25,000.00
Maintaining Traffic									
0034	34	LFT	\$45.000	44.000	\$1,980.00	-44.000	-\$1,980.00	0.000	\$0.00
Sign Post, Square I, Reinforced Anchor Base									
Reason: Balancing Change Order									
0035	35	EA	\$250.000	5.000	\$1,250.00	1.000	\$250.00	6.000	\$1,500.00
Sign, Sheet, Assembly Relocate									

Change Order Details

20-ENG-07 106th Street Path Penn to College

02/10/2023

Page 7 of 10

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: Balancing Change Order

0036	36	SFT	\$40.000	41.000	\$1,640.00	11.000	\$1,640.00	0.000	\$0.00
Sign, Sheet, with Legend, 0.080 IN Thickness									

Reason: Balancing Change Order

0037	37	EA	\$13,500.000	2.000	\$27,000.00	0.000	\$0.00	2.000	\$27,000.00
Solar Powered Flashing Beacon Assembly									

0038	38	LFT	\$10.000	450.000	\$4,500.00	94.000	-\$940.00	356.000	\$3,560.00
Transverse Marking, Thermoplastic, Crosswalk Line, White, 24 IN									

Reason: Balancing Change Order

0039	39	LFT	\$10.000	106.000	\$1,060.00	-56.000	-\$560.00	50.000	\$500.00
Transverse Marking, Thermoplastic, Stop Line, 24 IN									

Reason: Balancing Change Order

0040	40	LFT	\$75.000	105.000	\$7,875.00	57.700	\$4,327.50	162.700	\$12,202.50
Relocate Reset Fence									

Reason: Balancing Change Order

0041	41	EA	\$19,000.000	2.000	\$38,000.00	-2.000	-\$38,000.00	0.000	\$0.00
Existing Handhole Relocation									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0042	42	LFT	\$60.000	128.000	\$7,680.00	-30.000	-\$1,800.00	97.900	\$5,874.00
Concrete Curb and Gutter Combined									
Reason: Balancing Change Order									
0043	43	EA	\$600.000	2.000	\$1,200.00	1.000	\$600.00	3.000	\$1,800.00
Pipe End Section, HDPE, Circular, 8 IN									
Reason: Balancing Change Order									
0044	44	EA	\$1,200.000	2.000	\$2,400.00	-1.000	-\$1,200.00	1.000	\$1,200.00
Pipe End Section, RCP, Circular, 12"									
Reason: Balancing Change Order									
0050	105-06807	LS	\$4,500.000	1.000	\$4,500.00	0.000	\$0.00	1.000	\$4,500.00
ADDITIONAL									
45 items	Totals				\$646,099.00		-\$89,075.77		\$557,023.23

CROSSROAD
ENGINEERS
PM EVAN SMITH

1115 N. Elm Ave

Address
Besen Grove, IN
46031

City State Zip

By EVAN SMITH
Phone 317 801 1555

Date 2/8/2023

Contractor

YARBERRY LANDSCAPING
AND EXCAVATING CO

Address

9940 SOUTH 1000
WEST

City State Zip

By  Date

Date 2.8.23

Approved

James Brainard, Mayor


Jeremy Kaslman, City Engineer

Mary Ann Burke, Member

Lori Watson, Member

ATTEST:

Sue Wolfgang, City Clerk

Date:

Change Order Details:

20-ENG-07 106th Street Path Penn to College

02/10/2023

Page 10 of 10

RESOLUTION NO. BPW 03-01-23-01

**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 _____ 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: _____

Volkert, Inc.
Engineering Department - 2023
Appropriation #2200 0 44-628.71 2020 Road Bond Fund; P.O. #108492
Contract Not To Exceed \$76,200.00
Haverstick Path; 20-ENG-06; Parcels # 1-15 - Appraisals, Parcels #10-15 - Buyer's Agent



**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 COMPANY NAME (the "Professional"), as City Contract dated February 11, 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: 2/15/2023

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____

Volkert, Inc.

By:

Authorized Signature

Aaron P. Hutson

Printed Name

Assistant Vice President

Title

Date: 2/12/2023

January 31, 2023

Mr. Sergey Grechukhin
City of Carmel
Office of Corporation Counsel
One Civic Square
Carmel, IN 46032

RE: Fee Estimate For: Real Estate Appraisal Services and Negotiation Services
Project Number: 20-ENG-06
Project Description: **Haverstick Multi-Use Path – (96th St to 99th St)**

Dear Mr. Grechukhin,

At your request and direction, Volkert, Inc. is pleased to submit this fee proposal to provide Real Estate Appraisal and Buying Services for the parcels identified for the above referenced project. Volkert, Inc. will utilize experienced and qualified staff to perform the procedures and activities essential for the proposed real estate services who are also licensed in the State of Indiana to perform such services.

Volkert, Inc. proposes to provide the necessary and appropriate Real Estate Appraisal Services in order to estimate the fair market value for land acquisitions needed for the project. Volkert, Inc. will provide the valuation services, including on-site inspections and property owner meetings, in accordance with applicable federal and/or state laws, the Federal Uniform Act, the Uniform Standards of Professional Appraisal Practice (USPAP), the INDOT Real Estate Manual and any other applicable manuals and state statutes. A signed and dated electronic copy of each appraisal report will be emailed to you for each assigned project parcel.

Volkert Inc. also proposes to provide the necessary Negotiation and Buying Services for the assigned project parcels in order to execute the conveyance documents which can be used by the Client to gain the legal transfer of ownership for the land acquisition areas. The Uniform Land Acquisition Offer to purchase the acquisition areas will be presented to each property owner in person and/or sent by certified mail with return receipt requested. All reasonable efforts will be made to personally contact each property owner or their designated representative to explain the proposed acquisition and corresponding purchase offer. If a reasonable negotiation becomes unlikely, the Buying Agent will contact the Client for further instructions and guidance.

The following page presents the Fee Proposal for the Real Estate Services with the project parcels identified.

If there are any questions regarding the proposal, please contact me at [317-850-2850](tel:317-850-2850) or jeff.miller@Volkert.com at your earliest convenience. We appreciate the opportunity to provide these services for your upcoming project.

Respectfully submitted,



Jeffrey A. Miller
Senior Real Estate Project Manager
Volkert, Inc.

FEE JUSTIFICATION ESTIMATED FEE PER PARCEL REAL ESTATE ACQUISITION SERVICES

OWNER: City of Carmel, IN
PROJECT: Haverstick Multi-Use Path – (96th St to 99th St)

(The following fees are in accordance to the 2023 INDOT Real Estate Services Fee Schedule)

Task	Number of Parcels	Per Parcel Amount	Total	Project Parcels
Appraisals				
Waiver Valuations	0	\$725	\$0	
Value Findings	5	\$2,055	\$10,275	1, **2, 6, 7, 8 (**See Note Below)
Short Forms	0	\$3,375	\$0	
Residential Long Forms	11	\$4,815	\$52,965	**2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15
Commercial Long Forms	0	\$12,050	\$0	
Review Appraisals				
Appraisal Problem Analysis	0	\$270	\$0	
Waiver Valuations	0	\$435	\$0	
Value Findings	0	\$1,035	\$0	
Short Forms	0	\$1,445	\$0	
Residential Long Forms	0	\$280	\$0	
Commercial Long Forms	0	\$5,550	\$0	
Negotiations	6	\$2,160	\$12,960	10, 11, 12, 13, 14, 15
ROE (Volkert Fee)	0	\$200	\$0	
Document Preparation (Volkert Fee)	0	\$50	\$0	
Recording (Volkert Fee)	0	\$75	\$0	
R/W Management	0	\$1,310	\$0	
Relocation	0	\$4,330	\$0	
Total fees			\$76,200	

Comments: () Parcel 2** has two residential dwellings that each will suffer a front setback damage. The Long Form inspection and analysis process for the second residence is discounted to the Value Finding Fee and counted as such.

We were informed that the acquisition for Parcel 9 is being re-designed and Real Estate Services should not begin until the re-design is completed. The original acquisition would require a Residential Long Form Appraisal Report and process. This Appraisal Services Fee Proposal will continue with that same estimated fee if a Residential Long Form Appraisal Report and process is still warranted after the re-design. If the re-designed acquisition no longer requires that appraisal report format and process, then an appropriate revised appraisal report format fee will be applied.

PLEASE NOTE: This fee estimate does not include any possible additional fees that may be required if during the course of performing this assignment, any complexities or untypical circumstances are discovered which are outside of the scope of work for the above tasks. Volkert will provide notification immediately when any such situation occurs in order to establish the options for completion of the assignment or specific task.

REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

Right of Way Management Services Include: all processes, procedures, observations, data entry into LRS, and management of all services needed to clear the right of way, including all of the necessary activities to certify the right of way that has to be acquired to clear the project(s) for construction. This shall be completed in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT. The current version of the INDOT Real Estate Manual is located at <http://www.in.gov/indot/2493.htm>. All services listed below shall be required within the Right of Way Services Management scope of work.

Report Type	Fee
Right of Way Management services fee	\$1,310 per parcel
Publishing and Payment for Legal Notice on parcels	\$520 per project

Valuation Services

Early Assessment Real Estate Cost Estimate Includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment (including but not limited to completion of the INDOT Real Estate Cost Estimate Spreadsheet) in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Comp Dockets Include: providing comparable sales data (including but not limited to market data research and raw sales data) or as otherwise requested by INDOT within the scope of work for Non-Report Services agreed upon at the time of assignment.

Waiver Valuations Include: all processes, procedures and observations to complete a waiver valuation report in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Appraisal Reports Include: all processes, procedures and observations to complete an appraisal report of the type below assigned by INDOT in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT. Appraisal fees are defined and paid based on INDOT parcel and not county tax identification parcel.

Non-Report Services	Per Parcel Fee
Early Assessment: Projects < 50 parcels	\$145
Early Assessment: Projects > 50 parcels	negotiated based upon complexity
Comp Docket: Agricultural / Residential Properties	\$270
Comp Docket: Commercial / Specialized Properties	\$550
Report Type	
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$725
Value Finding: Any Property Type (Improved or Unimproved)	\$2,055
Short Form: Any Property Type (Improved or Unimproved)	\$3,015
Short Form: Residential / Ag (with affected improvements or a total take)	\$3,375
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,710
Long Form: Any Property Type (Unimproved)	\$3,625
Long Form: Residential / Ag (Improved)	\$4,815
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$12,050
Excess Land Appraisal	\$695

The specific Report Type above is determined by INDOT Review Appraisers or their supervisors after the Appraisal Problem Analysis has been completed.

Review Valuation Services

Appraisal Problem Analysis Includes: all processes, procedures and observations to complete an Appraisal Problem Analysis in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Review of Waiver Valuation and/or Appraisal Reports Include: all processes, procedures and observations to complete a review of an appraisal report or waiver valuation report in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT. Appraisal fees are defined and paid based on INDOT parcel and not county tax identification parcel.

Report Type	Per Parcel Fee
Appraisal Problem Analysis (APA)	\$270
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$435
Value Finding: Any Property Type (Improved or Unimproved)	\$1,035
Short Form: Any Property Type (Improved or Unimproved)	\$1,445
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,630
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$2,300
Long Form: Any Property Type (Unimproved)	\$1,725
Long Form: Residential / Ag (Improved)	\$2,280
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$5,550

Buying Services

Buying Services Include: all processes, procedures and observations to complete the total or partial acquisition of real estate, the obtaining of temporary or access rights, or buying review in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Report Type	Per Parcel Fee
Total/Partial Acquisition	\$2,160
Temporary/Access Rights	\$1,800
MAP 21 Offer- Total/Partial Acquisition	\$2,705
MAP 21 Offer- Temporary/Access Rights	\$2,345
Buying Review	\$360

Relocation Services

Relocation Services Include: all processes, procedures and observations to complete the activities for relocation of residential or business owners or tenants, or relocation of personal property, or review of any such relocation activities in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Report Type	Payment Schedule	Per Relocation Fee
Residential Owner / Tenant	Payments: 1/3 Relo/Appraisal meeting is complete, 1/3 90 Day Notice is issued, 1/3 parcel is closed	\$4,330
Business Owner / Tenant	Payments: 1/3 Relo/Appraisal meeting is complete, 1/3 90 Day Notice is issued, 1/3 parcel is closed	\$4,330
Personal Property Only	Payments: 1/3 Relo/Appraisal meeting is complete, 1/3 90 Day Notice is issued, 1/3 parcel is closed	\$1,815
Residential and Business Review	100% once the parcel is compliant and closed.	\$1,295
Personal Property Move Only Review	100% once the parcel is compliant and closed.	\$460

Property Management Services

Property Management Services Include: all processes, procedures, observations, data entry into LRS, and management of all services needed to complete the parcel's readiness for demolition. This shall be completed in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT. The current version of the INDOT Real Estate Manual is located at <http://www.in.gov/indot/2493.htm>. All services listed below shall be required within Property Management Services scope of work.

Non-Report Services	Per Parcel Fee
Property Management per parcel services fee	\$1,035
Placing Rat Ball on structure	\$105
Placing Appropriate Signs on structure	\$210
Boarding Up Openings on structure	Amount on Written Estimate Approved by INDOT
Debris Removal	Amount on Written Estimate Approved by INDOT
Report Type	
Asbestos Sampling and Analysis	Amount on Written Estimate Approved by INDOT
Utility Disconnection Coordination & Verification	Amount on Written Estimate Approved by INDOT

The above Fee Schedule will be effective for all new on-call real estate contract assignments (based on the date that Purchase Orders are issued) made on or after January 1, 2023. The Fee Schedule for (a) project-specific contracts that include any land acquisition services, and (b) contracts entered into under "Small Purchase Procedures" pursuant to Section 3.3.1 of INDOT's Professional Services Contract Administration Manual will be in accordance with the payment terms in the contracts and be the Fee Schedule in place on the date the contract was approved by the Attorney General of Indiana. Any deviation in established fees from the above rules in this paragraph will require (and shall not be allowed without) written pre-approval from the Director or one of his or her Managers in INDOT's Real Estate Department.



REVISED: 1/1/2023



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

108492

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
2/1/2023			376272	20-ENG-06 - Appraisal and Negotiation Services (Parcels 1-15)

VOLKERT INC
VENDOR PO BOX 7434

MOBILE, AL 36670 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73829				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2020 Road Bond

Account: 44-628.71

1 Each

20-ENG-06 - Appraisal and Negotiation Services (Parcels 1-15)

\$76,200.00 \$76,200.00

Sub Total \$76,200.00



Send Invoice To:
Jill Newport
CrossRoad Engineers, PC
115 N. 17th Avenue
Beech Grove, IN 46107

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

\$76,200.00

*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. **108492**

**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 Insight Public Sector, Inc. (the "Vendor"), as City Contract dated October 7, 2020 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

Insight Public Sector, Inc.

By:

By:

James Brainard, Presiding Officer
Date: _____

Erica Falchetti

Authorized Signature

Mary Ann Burke, Member
Date: _____

Erica Falchetti
Printed Name

Lori S. Watson, Member
Date: _____

Sr. SLED Market Leader
Title

ATTEST:

FID/TIN: 36-3949000

Date: 2/14/2023

Sue Wolfgang, Clerk
Date: _____

SOLD-TO PARTY 10765987

CITY OF CARMEL
ACCOUNTS PAYABLE
1 CIVIC SQAURE
CARMEL IN 46032

SHIP-TO

ICS
TIMOTHY RENICK
31 1ST AVE NW
CARMEL IN 46032-1715

Quotation
Quotation Number : [0225908137](#)
Document Date : 31-JAN-2023
PO Number : MORGAN WISH LIST
PO release: :
Sales Rep : Melanie Focht
Email : MELANIE.FOGT@INSIGHT.COM
Telephone : +19374159457
Sales Rep 2 : Edcarlo Padolina
Email : EDCARLO.PADOLINA@INSIGHT.COM
Telephone : +12133627103

We deliver according to the following terms:
Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery: : FOB DESTINATION
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).
Our sales teams would be happy to assist you with your registration. Please contact them for assistance – the registration process takes less than five minutes.

Material	Material Description	Quantity	Unit Price	Extended Price
JL665A#ABA	HPE Aruba 6300F - switch - 48 ports - managed - rack-mountable - TAA Compliant OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	2	4,244.99	8,489.98
R0X26C	HPE Aruba CX 6405 v2 - switch - managed - rack-mountable OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	2	5,358.93	10,717.86
R0X35A#B2E	HPE Aruba - with C16 Inlet Adapter - power supply - hot-plug - 1800 Watt OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	8	992.95	7,943.60
R0X39C	HPE Aruba 6400 48-port 1GbE Class 4 PoE and 4-port SFP56 v2 Module - switch - 48 ports - rack-mountable OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	3	3,969.61	11,908.83
R0X43C	HPE Aruba 6400 24-port SFP+ and 4-port SFP56 v2 Module - switch - 28 ports - rack-mountable OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	3	9,922.93	29,768.79
R0X41C	HPE Aruba 6400 48-port HPE Smart Rate 1/2.5/5GbE Class 6 PoE and 4-port SFP56 v2 Module - switch - 48 ports - rack-mountable OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	1	5,160.88	5,160.88
R8S91A	HPE Aruba 6300M - switch - 48 ports - managed - rack-mountable OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	2	6,172.70	12,345.40

Material	Material Description	Quantity	Unit Price	Extended Price
JL670A#ABA	HPE Aruba X372 - power supply - hot-plug / redundant - 1600 Watt OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	2	757.79	1,515.58
Product Subtotal				86,335.34
Services Subtotal				1,515.58
TAX				0.00
Total				87,850.92

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Melanie Fogt
+19374159457
MELANIE.FOGT@INSIGHT.COM

Edcarlo Padolina
+12133627103
EDCARLO.PADOLINA@INSIGHT.COM

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

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

108520

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		
2/10/2023				372300	Aruba Switches		
INSIGHT PUBLIC SECTOR, INC.				ICS			
VENDOR PO BOX 731072				SHIP TO 31 1st Ave N.W.			
				Carmel, IN 46032-			
DALLAS, TX 75373--1072				Timothy Renick (317) 571-2576			
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS			FREIGHT	
74081							
QUANTITY	UNIT OF MEASURE		DESCRIPTION			UNIT PRICE	EXTENSION

Department: 1115 Fund: 0 Capital Lease Fund

Account: 44-632.01

8 Each R0X35A#B2E	HPE Aruba - with C16 Inlet adapter power supply	\$992.95	\$7,943.60
2 Each JL665A#ABA	HPE Aruba 6300F switch	\$4,244.99	\$8,489.98
2 Each R8S91A	HPE ARUBA 6300M SWITCH 48 PORT	\$6,172.70	\$12,345.40
3 Each R0X43C	HPE ARUBA 6400 24 PORT SWITCH	\$9,922.93	\$29,768.79
1 Each R0X41C	HPE ARUBA 6400 48 PORT SMART RATE	\$5,160.88	\$5,160.88
3 Each R0X39C	HPE ARUBA 6400 SWITCH 48 PORT	\$3,969.61	\$11,908.83
2 Each R0X26C	HPE ARUBA CX 6405 V2 SWITCH	\$5,358.93	\$10,717.86
2 Each JL670A#ABA	HPE ARUBA X372 POWER SUPPLY	\$757.79	\$1,515.58
		Sub Total	\$87,850.92



Send Invoice To:

ICS

Timothy Renick

31 1st Ave N.W.

Carmel, IN 46032-

(317) 571-2576

Quote No. 0225908137 - OMNIA PRICING # 4400006644

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

\$87,850.92

* 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

Timothy Renick
Director

TITLE

CONTROLLER

James Crider
Director of Administration

CONTROL NO. **108520**

Midwest Landscape Industries, Inc.
Street Department - 2023
Appropriation #2201 2201 43-504.00 Motor Vehicle Highway Fund; P.O. #108534
Contract Not To Exceed \$65,255.00

APPROVED
By: [Signature] Date: 2/21/2023

**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 Midwest Landscape Industries, Inc., (the "Vendor"), as City Contract dated February 18, 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

Midwest Landscape Industries, Inc.

By:

By:

James Brainard, Presiding Officer
Date: _____

Jim Kiser
Authorized Signature

Mary Ann Burke, Member
Date: _____

JIM KISER
Printed Name

Lori S. Watson, Member
Date: _____

PRESIDENT - LANDSCAPE MANAGEMENT
Title

ATTEST:

FID/TIN: _____

Sue Wolfgang, Clerk
Date: _____

Date: 2/21/2023


Proposal #3031
Date: 2/15/2023
Customer:

 Crystal Edmondson
 City of Carmel
 3400 W. 131st St.
 Carmel, IN 46032

Property:

 Carmel Flowers
 3400 W 131st St.
 Carmel, IN 46032

2023 Carmel City Flowers
Proposal
Seasonal Color Program

MT - Winter Cover	\$13,400.64
Placement of evergreen shrubs to provide winter interest in seasonal planting beds and planters.	
MT - Spring Color	\$16,377.12
Installation of spring pansies including the labor for the preparation and amendments required to enhance the soil profile for improved growth.	
MT - Summer Color	\$17,849.84
Installation of a wide variety of annual flowers including the labor for the preparation and amendments required to enhance the soil profile for improved growth	
MT - Fall Color	\$17,627.40
Installation of pansies, hardy mums or flowering cabbage including the labor for the preparation and amendments required to enhance the soil profile for improved growth.	

Annual Maintenance Price \$65,255.00

Payment Schedule

Schedule	Total Price
March	\$5,437.92
April	\$5,437.92
May	\$5,437.92
June	\$5,437.92
July	\$5,437.92
August	\$5,437.91
September	\$5,437.92
October	\$5,437.91
November	\$5,437.92
December	\$5,437.91
January	\$5,437.92
February	\$5,437.91
	<hr/>
	\$85,255.00

Midwest Landscape Industries, Inc. ("MLI") proposes to furnish landscape management and maintenance services to your property identified above.

The following services have been developed by MLI to promote healthy growth of plant materials and to create the landscape environment needed to protect and improve your original investment. As part of our commitment to this goal, under this proposal MLI will provide continuous on-site quality control management and issuance of timely reports on conditions relating to the overall landscape. We believe you will find our landscape management program to be the most service and quality oriented available.

Under this Contract MLI will manage the landscape described in this proposal, on the following terms and conditions:

ACCEPTANCE OF THIS PROPOSAL

This proposal, including all of the terms and conditions set forth in this document and all exhibits, will be a binding contract between the party identified as the Client at the end of this document for whom you are authorized to contract (referred to in this proposal as "Client"), and MLI, when accepted by Client through signing this proposal.

Written Acceptance by Client of this Landscape Management Proposal constitutes a full review and approval by the Client of all of the specifications, together with enclosed Addenda and Attachments.

This Proposal will be null and void if not accepted in writing within sixty (60) days of the date of this Proposal.

I. SCOPE OF WORK

A. General Description

This program provides for the maintenance and care of all exterior landscaped areas, within the "Area", as described below, but specifically excludes lights, signs and fences.

B. Area

Services specified will be performed inside the parameters set forth in the attached map.

II. PERIOD OF COVERAGE

The period of coverage under this Landscape Management Contract will commence on February 13, 2023 and conclude on December 31, 2023. ("Contract Term")

III. SITE SURVEY AND PREEXISTING CONDITIONS

An initial site survey will be scheduled with Client, or authorized personnel whom Client shall designate, to identify in writing any preexisting landscape and site conditions. Specific recommendations and course of action will be submitted in writing to the Client, should the need arise.

IV. SERVICE SPECIFICATIONS

A. Weekly Services

1. Mowing

All turf areas will be mowed weekly, unless conditions dictate otherwise, to an overall height of 2.5 to 3.5 inches and to not remove more than one-third of the turf at any single mowing. When feasible, mowing patterns will be alternated to lessen soil compaction and ensure even turf growth

according to generally accepted horticultural practices.

All turf areas will be delimited from adjoining hard surfaces, cultivated beds or other obstructions through edging and trimming and or chemical applications.

Turf abutting building foundations, posts, fences, air conditioning units, utilities components, or any other fixed objects will be trimmed the same height as the adjoining turf and/or managed appropriately.

To mutually protect both Client and MLI, when and if the use of power equipment might result in damage to personal property, buildings, or other improvements, MLI will submit specific recommendations and proposals for the installation of buffer zones (i.e. mulched areas, pavers, plant material beds, etc.) Proposals not approved by Client will release Contractor from liability for damage to personal property, buildings, or other improvements sought to be protected in this proposal.

In order to minimize the adverse effects on the environment, MLI will mulch grass clippings whenever possible. Any additional natural debris, including excess clippings, will be recycled off the property in a proper ecological manner consistent with the Green Initiative adopted by MLI.

All equipment will be maintained in proper working condition and operated in a safe manner to prevent property damage or personal injury. Power equipment will be moved onto and off turf areas in such way as to minimize track marks or other temporary damage to turf.

As provided in this Contract all turf areas and planting beds shall be policed weekly for debris prior to each mowing and or plant bed activity. Any need for debris and by-product removal resulting from the clients' normal business operations (i.e. cigarette butts, styrofoam packing materials, etc) not brought to MLI's attention prior to the signing of this Contract will incur additional expense.

2. Perennial, Groundcover and Shrub Bed Maintenance

All shrub, perennial and groundcover beds will be inspected weekly throughout the Contract Term for weeds and debris accumulation. When necessary, beds will be spot weeded using manual plant removal, or cultivated, as may be appropriate. Beds will be kept edged, free of weeds, and debris throughout the season. Groundcover will be trimmed and kept in presentable manner at all times throughout the term of the contract. During early spring, perennials such as: daylilies and hostas; will be cut at the plant crown and removed.

All tree rings will be maintained, and kept free of weeds and debris throughout season. Sucker and water sprouts will be removed as necessary. Midwest Landscape Industries will conduct periodic plant health and structural surveys of all trees. Findings and recommendations for corrective action will be communicated to the Client on a timely basis.

Perennial ornamental grasses will be left untrimmed for aesthetic purposes during winter months. All resulting debris will be removed from the grounds and disposed of in an ecological manner.

Midwest Landscape Industries, Inc. will not assume any liability for damages done to any sub-surface lines including, invisible dog fences, cables, wires, gas lines, irrigation lines, lighting systems, etc. buried less than 6" below grade, or to a depth lesser than specified by code, where applicable.

B. Detail

1. Spring Clean-up

As preceded in this Contract a general clean up shall be performed as soon as weather and ground conditions permit, but not later than 45 days of the date of commencement of the Landscape Management Contract Term for the purpose of removing all trash (papers, cans, etc.) and all plant debris from shrub, tree, perennial and groundcover beds and all turf areas.

The following activities are included, but not limited to: hand-raking, blowing or removal of leaves and branches from the turf areas, tree rings, perennials, groundcover and shrub beds, sweeping or blowing of landscape debris from drives, walkways and steps.

Depending on plant species and variety, wintering ornamental grasses will be cut down to insure spring rejuvenation. All resulting debris will be removed from the grounds and disposed of in a

ecological manner.

2. Pre / Post Emergent Weed Control

All landscape beds with tree and shrub will have a pre emergent and post emergent once per season with client approval. This will help with elimination of perennial and annual weed control.

3. Edge Bed Lines

Full bed edging and cultivation procedures will be completed per Contract Term, during mid-spring.

4. Tree, Shrub and Groundcover Fert

All perennial and groundcover beds will be fertilized up to (2) twice per year, once during spring and once during the fall using a suitable granular fertilizer.

MLI strongly recommends that compost and soil amendments are installed in all perennial beds at least once per growing season. Such procedure will have to be approved by the Client in advance for a predetermined additional cost.

5. Seasonal Pruning

All deciduous and evergreen shrubs up to 6 feet in height will be pruned one (1) time(s), as needed each growing season, or as requested and weather conditions permitting, in order to:

- a) Remove broken, diseased, injured and crossover branches
- b) Eliminate shrubs touching of structures
- c) Keeping the plant's natural form and symmetry to the extent possible
- d) Control Plant Height

These procedures will be scheduled after the blooming period, and are dependent upon the specific biology of the plant species and variety.

All deciduous and ornamental trees will be pruned up to 15 feet from grade to eliminate dead, diseased and or damaged wood. Additionally, branches up to same height will be trimmed to keep from touching or obscuring structures and signs. Sucker materials will be removed on an on-going basis. Additional pruning operations, such as shaping and dormant pruning, will be performed as an additional service only and upon Client's approval of a predetermined cost.

6. Fall and Leaf Cleanup

Fall clean-up will be completed by the end of the Contract Term, weather permitting. The following activities are included, but not limited to: hand raking, blowing or removal, as appropriate of leaves from the turf areas, sweeping or blowing of drives, walks, walkways and steps of landscape debris.

In the event of unusual weather related conditions, such as late leaf fall continuing after the Contract Term. Additional clean-up procedures can be completed at the Client's express request, and invoiced additionally on a time and material basis.

All debris will be removed from the grounds and disposed of in an ecological manner.

7. Irrigation & Water Management

A. Assessment

An initial site survey will be scheduled with Client, or authorized personnel whom Client shall designate, prior to initiation of activities under this subheading to identify in writing any preexisting irrigation deficiencies and site conditions. Client is to provide as build drawings of the irrigation system prior to initial assessment. Specific recommendations and course of action will be submitted in writing to the Client, should the need arise.

B. Inspections and Adjustments

Monthly irrigation inspection is included, i.e.: unclogging heads, adjustment of heads, and adjusting controllers. The cost of repair and replacement parts necessary for irrigation system maintenance will be billed separately to the Client.

C. Start-Up and Winterization

Spring start-up, flushing and testing of irrigation systems will be performed. At the end of the season, irrigation system winterization will be performed.

C. Fertilization and Weed Control

1. Fertilization and Weed Control of Turf Areas

All turf areas will be treated as follows: The tentative turf treatment schedule, weather and moisture conditions permitting will be:

a) Fertilization - Three (3) application(s) of fertilizers during Contract Term, including phosphorus, potassium and approximately 3 to 4 lbs. of nitrogen per 1,000 SF of turf for the entire season

b) Broadleaf Weed Control - Three (3) application(s) during the Contract Term.

c) Crabgrass Pre-Emergent– One (1) application(s) during the Contract Term.

V. ADDITIONAL SITE SPECIFICATIONS AND ADDENDA(S)

A. Refer to the attached Exhibits

- 1) Detailed Proposal
- 2) Schedule of Services
- 3) Annual Budget Schedule
- 4) Site Map

V. GENERAL SPECIFICATIONS AND INFORMATION

A. Professionally trained and supervised personnel will perform all work according to the most up-to-date standards of the Green Industry (landscape and irrigation maintenance industry) and generally accepted horticultural practices and in compliance with all applicable laws.

B. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

C. MLI may at its discretion engage subcontractors to perform work hereunder, provided MLI shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.

D. All materials, live, organic or inorganic, used on site will be installed and, or applied according to the currently accepted horticultural practices, the norms and recommendations of the specific manufacturer or supplier, and label requirements. MSDS sheets are available upon request.

E. Adherence to the principles of environment preservation and ecology will prevail in all cases.

F. A Portfolio Manager will be assigned by MLI to the client's site as single point of contact or all landscape related matters and as a liaison to the Midwest Landscape Industries departments and specialists.

G. Quality assurance surveys and site landscape evaluations will be periodically conducted by MLI. Analysis, survey results and recommendations for improvements will be made available to the Client.

H. The timeline for starting and completing maintenance services is on a seasonal basis, beginning as early as January and extending through the next December. This timeline may be delayed due to the following reasons: any act known or unknown, or negligence by the property owner or agent of the property owner other than MLI. Change orders, delay in deliveries, and availability of materials, inclement weather and other caused beyond Midwest Landscape Industries, Inc. control.

I. A Certificate of Insurance, including statutory Worker's Compensation Insurance, General Liability Insurance, Property Insurance and Auto Liability Insurance, will be provided by MLI to Client upon acceptance of this proposal. Coverage for additional insured parties is available at no additional cost upon written request from the Client. Owner shall carry fire, tornado, and other property insurance.

J. All water will be supplied by Client with adequate sill cocks, irrigation, quick couplers and or hydrants provided.

K. MLI will at all times possible contact the local utility location services for underground line locations.

However, MLI will not assume liability for any sub-surface lines such as, but not limited to, invisible dog fences, cable TV, phone cables, security lines, irrigation or lighting systems, gas barbecue lines, pool equipment lines, et al., that cannot be located and, or are buried less than 6" below grade.

L. In the event Client shall fail to pay any periodic or installment payments when due under this Landscape Management Agreement, MLI may cease work without breach pending payment or resolution of any dispute. This Contract is to be governed by and construed in accordance with the laws of the State of Indiana, and any actions and disputes shall be brought in the courts located in Marion County, Indiana. MLI shall be entitled to recover all costs incurred for the enforcement of this Contract, including costs and reasonable attorneys' fees.

M. The parties intend this writing as the final expression of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to explain this agreement. No representations, warranties, undertakings, or promises, whether oral, implied or otherwise, can be made or have been made by either Midwest Landscape Industries, Inc., its agents or salespeople, or Client to the other unless expressly stated herein or mutually agreed to in writing by the parties.

N. Client warrants and represents itself to be owner of the subject work site, or to be one with whom the owner has authorization or knowingly permitted to enter into this agreement on its behalf and to so legally bind itself to the terms herein.

O. Unless otherwise agreed upon, Midwest Landscape Industries, Inc. cannot be held liable for damages resulting in irrigation systems: (a) due to sticking pop-up heads, underground piping installed less than 6" from surface, head setting above or below grade, frost related damage, or otherwise improper installation or maintenance. Any damages occurring to the system will be presumed to be a consequence of the aforesaid; (b) in circumstances where Contract Purchaser has failed to provide, at the written request of MLI a copy of an as existing irrigation system plan showing location of all sprinkler heads, pipes, valves, drains, and quick couplers.

P. All covenants herein contained shall be construed to be several as well as joint, and wherever the

singular and masculine are used, same shall be construed as meaning the plural, the feminine, or neuter where the context of parties hereto so requires.

Q. The invalidity, illegality or unenforceability of any agreement, restriction, condition, reservation or any other provision of this agreement, in its entirety or as applied to particular circumstances, shall not impair or affect in any manner the validity, legality, enforceability or effect thereof as otherwise applied or of the remainder of this agreement.

R. This agreement is not binding as against Midwest Landscape Industries, Inc. unless signed by an authorized corporate officer or company representative.

S. Client acknowledges that this agreement has been read, its provisions fully understood, and an exact and fully completed copy of the contract and riders have been provided.

T. MLI shall not be liable for delays caused by strikes, weather conditions, fire, delay in obtaining goods, actions by Client, or other caused beyond its control.

VI. CANCELLATION

If MLI's services fall below acceptable industry standards, Client shall notify MLI in writing by certified mail, return receipt, of the specified deficiency. MLI shall have fifteen (15) days to remedy stated deficiency. If the situation is not resolved within fifteen (15) days, a thirty (30) day written notice of cancellation will be required to terminate this contract. Any balances due to Contractor will be paid in full as of the cancellation date.

VII. COMPENSATION FOR LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

All labor, equipment and material required to provide for the services specified above will be provided for the total yearly cost of **\$66,255.00** to be invoiced according to annual budget schedule as seen in Exhibit C. [Breakdown of materials and labor showing sales on materials; otherwise, entire contract balance is subject to sales tax]

In the event of increases in the price of fuel, a fuel price adjustment factor may be added to the cost of Landscape Maintenance Services, and will be separately shown on invoices to the Client. Also, in the event of an increase in the sales tax rates, the cost will be adjusted appropriately.

Any changes in the scope of work proposed as part of this proposal will cause pricing to be changed.

All payments are due upon receipt of invoice. Any payments not made within fifteen (15) days will be subject to a late payment fee of one and one-half percent (1.5%) per month.

VIII. MULTIPLE YEAR OPTION

To simplify the renewal process Midwest Landscape Industries, Inc. is offering a multiple year contract. The following prices reflect the subsequent year(s) charges.

2024 Contract Price: \$XX,XXX

2025 Contract Price: \$XX,XXX

Thank you for the opportunity to partner with you on this property. If you have any questions, please contact us at your earliest convenience.

ACCEPTANCE OF PROPOSAL

By signing below, the undersigned represents that he or she is an authorized representative of the Client identified below, and accepts this proposal on behalf of the Client, as of the following date.

By _____

James Kisler

Date 2/15/2023

**Midwest Landscape Industries,
Inc.**

By _____

Date _____

Carmel Flowers

City of Carmel Street Department 2023 Flower Installation- Service Contract

The City of Carmel would like to receive quotes for planting Spring, Summer, Fall annuals, and Winter décor for various areas in Carmel. After initial installation, flowers must be watered once and Carmel representative must be notified by email and text message of completion of that area.

The list of areas to have seasonal flowers are:

1. 32 Roundabouts with Urns (see list below)
2. Rangeline Rd- 40 Planters between City Center Rd and Executive Dr
3. 33 Midtown Plaza Planters
4. Miscellaneous Locations throughout City (see list below)

The Carmel Street Department will be purchasing all annuals/perennials for this contract. The Contractor will be required to install and maintain these plantings for Spring, Summer, Fall, and Winter seasons.

A 2" layer of leaf compost is to be applied by the contractor to all planting beds, pots, or urns and incorporated into a depth of 6" prior to planting of any annual or perennial. The contractor is to supply the leaf compost.

The Contractor will be required to apply a three-month slow-release application of fertilizer, as to the manufacturer's specifications, to all planting beds, pots, or urns after planting is complete. The Contractor will also water all annuals/perennials immediately after planting and inform the City by text or e-mail as to which areas have been completed.

The Contractor will be required to use dark brown dyed hardwood mulch around the annuals after planting occurs if the soil is disturbed to have a completed finished look to each landscape area. No more than 33% of soil or mulch shall be visible after planting any seasonal display.

Spring planting is to begin in the 3rd week of March.

Summer planting is to begin the week of May 11th.

Fall planting is to begin in the 1st week of October.

Winter décor is to be complete before the 2nd Saturday in November.

Upon the completion of the growing season, the contractor will be required to pull all dead annuals/décor, trim all perennials that were planted, and remove and dispose of all plant material from the planting beds.

Winter Décor Details

Winter decorations are to include greens covering the entire planter opening to a height of not less than 1 ft. high. All soil in the planters is to be covered with the winter décor. The center of the urn is to be as high as the width of the urn, with the maximum height to be 6 ft tall. The construction of the winter decorations is to be made in such a way so they will withstand winter winds, storms, and snow. The Contractor is to maintain, repair, or replace any decorations that do not withstand winter weather. Some urns contain irrigation systems. If any of these systems are damaged during the installation of decorations, the Contractor is responsible for repairs.

The allowable material for each planter should be a mixture of:

- Branches spray-painted white or gold
- Cut eucalyptus
- Dried hydrangea blooms
- Dried *Magnolia grandiflora* branches
- Evergreen boughs
- Holly branches (both evergreen and deciduous)
- Ilex verticillata*
- Pinecones
- Red, Silver, or Gold ornaments
- Any other festive plant materials approved by the City prior to installation

Winter Decoration Examples



Winter Decoration Examples (cont.):



2023 Flowers- Installation
Midwest Landscaping Details

SPRING FLOWERS

LOCATION	PLANT	SIZE	QUANTITY
Rangeline 40 Planters (120) Midtown Plaza Planters (37)	Juncus Twister	1 gal	157
Rangeline 40 Planters (80 flats) City Hall- S Side (36 flats) Sophia Sqr Cube Planters (15 flats) Midtown Plaza Planters (40)	Pansy Cool Wave Pastel Mix	1801 flats	197 flats
Tarkington- (30 flats) Children's Art Gallery (20 flats)	Pansy Matrix Citrus Mix	1801 flats	138 flats
Divvy (14 flats)	Pansy Frizzle Sizzle Orange	1801 flats	14 flats
Divvy (14 flats) Children's Art Gallery (1 flat) City Hall- N Side Urns (1 flat) City Center Plaza (48 flats)	Pansy Cool Wave White	1801 flats	128 flats
City Hall- Monument Sign (20 flats) City Center Plaza (54 flats) Window Boxes (37 flats)	Pansy Cool Wave Blueberry Swirl	1801 flats	111 flats

Spring Planting Details

Rangeline Rd- 40 Planters (24" x 60") **SPRING**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Juncus Twister	1 gal	120
Pansy Cool Wave Pastel Mix	1801 flat	80

Details:

3 Juncus Twister (1 gal) per planter- in middle of planter in a row

2 flats of Pansy Cool Wave Pastel Mix (1801)- mixed throughout

Midtown Plaza Planters **SPRING**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Juncus Twister	1 gal	37
Pansy Cool Wave Pastel Mix	1801 flat	40

Planter Type 1:

Quantity: 5

Size: 48" x 24" x 24"

Details:

3 Juncus Twister in center of planter in row

39 Pansy Cool Wave Pastel Mix (1801) throughout planter

Planter Type 2:

Quantity: 16

Size: 36" diameter x 34" H

Details:

1 Juncus Twister in center of planter

18 Pansy Cool Wave Pastel Mix (1801) throughout planter

Planter Type 3:

Quantity: 7

Size: 30" diameter x 32" H

Details:

18 Pansy Cool Wave Pastel Mix (1801) throughout planter

Planter Type 4:

Quantity: 6

Size: 24" diameter x 27" H

Details:

1 Juncus Twister in center of planter

18 Pansy Cool Wave Pastel Mix (1801) around edge of planter

City Hall- South Side **SPRING**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy Cool Wave Pastel Mix	1801 flat	36



Spring annuals around edge adjacent to sidewalk of all 4 triangle beds.
IF there is leftover, the adjacent narrow beds can get those plants.

Tarkington Entry Doors **SPRING**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy Matrix Citrus Mix	1801 flat	30



Each Bed- 15 flats Pansy Matrix Citrus Mix

Divvy Restaurant (7 Planters, each 3' x 3') SPRING

THIS IS NOT TO BE PLANTED/ WORKED ON AFTER 10 AM

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy Cool Wave White	1801 flat	14
Pansy Frizzle Sizzle Orange	1801 flat	14

Each planter:

2 flats Pansy Cool Wave White (1801)

2 flats Pansy Frizzle Sizzle Orange (1801)

The two pansy varieties should be mixed evenly around current shrub in planter.

Children's Art Gallery **SPRING**
(40 W. Main St)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy Cool Wave White	1801 flat	1
Pansy Matrix Citrus Mix	1801 flat	20

Urns (2)

Each urn gets half a flat of Pansy Cool Wave White
Dispersed throughout garden-
20 flats of Pansy Matrix Citrus Mix (1801)

City Hall- North Side Urns (2) **SPRING**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy Cool Wave White	1801 flat	1



City Hall- Monument Sign Bed **SPRING**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy Cool Wave Blueberry	1801 flat	20



City Center Plaza **SPRING**

(Upper Deck Plaza at SW Corner of City Center & Rangeline Rd)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy Cool Wave Blueberry Swirl	1801 flat	54
Pansy Cool Wave White	1801 flat	48

Per Large Planter (9)

Pansy Cool Wave Blueberry Swirl- 6 flats per planter

Per Small Planter (16)

Pansy- Cool Wave White- 3 flats per planter

Sophia Square Cube Planters (10) **SPRING**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy Cool Wave Pastel Mix	1801 flat	15

Per Planter:
27 plants of Pansy Cool Wave Pastel Mix

Window Boxes (55) **SPRING**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy Cool Wave Blueberry Swirl	1801 flat	37

Per window box:
12 Pansy Cool Wave Blueberry Swirl

SUMMER FLOWERS

Location	Plant Name	Size	Quantity
Monon Stairway Bed (30) 4 th and Main Fountain (300) Downtown Bumpouts (80) City Hall- S side (340) Roundabout Urns (714)	Angelonia- Purple	4.5" Pot	1,464
Monon Stairway Bed (30) Downtown Bumpouts (80) Reflecting Pool (300) War Memorial (120)	Angelonia- Pink	4.5" Pot	530
City Hall Tiered Fountain Beds (150)	Angelonia- White	4.5" Pot	150
Matt the Miller Bed (40) City Center Plaza (504)	Calibrachoa- Yellow	4.5" Pot	544
Midtown Plaza Planters (10) City Hall Tiered Fountain Beds (16)	Canna- Pink	6" pot	26
City Center Plaza (36) Sophia Square Cube (10) Children's Art Gallery (2) Roundabout Urns (85)	Canna- Yellow	6" pot	158
Sophia Square Courtyard (36)	Colocasia Elephant Ear	4.5" pot	36
Japanese Garden (100)	Coleus- Henna	4.5" pot	100
Midtown Plaza Planters (6) Tarkington Entry Doors (120)	Coleus- Pineapple Surprise	4.5" pot	126
Midtown Plaza Planters (28)	Dichondra- Silver Falls	4.5" pot	28
Reflecting Pool (150 plants) War Memorial (120 plants)	Dianthus- Dash Pink	4.5" pot	270

Downtown Bumpouts (80)	Geranium- Ivy Blizzard Blue	4.5" pot	677
City Hall- N side Courtyard (120)	Impatiens- Divine Mystic Mixture	4.5" pot	120
Matt the Miller Corner Beds (40) Japanese Garden (100)	Impatiens- Sunpatiens Purple	4.5" pot	140
Window Boxes (165) Japanese Garden (100)	Impatiens- Sunpatiens White	4.5" pot	309
Matt the Millers Bed (40) Downtown Bumpouts (80) City Hall- S side (48) Window Boxes (81) Reflecting Pool (150)	Lantana-Landmark Rose Glow	4.5" pot	399
Matt the Millers Bed (3 trees)	Lantana- Landmark Rose Glow TREE FORM	10" pot 36" standard tree	3
Sophia Sq. SE beds near Pint Room (80) Tarkington Sign (100) Children's Art Gallery (125) City Hall Monument Sign (150) Window Boxes (84)	Lantana- Landmark Yellow	4.5" pot	539
Reflecting Pool (150) War Memorial (120) Children's Art Gallery (125)	Lantana Landmark - White	4.5" pot	1,273
Downtown Bumpouts (60)	Mandevilla- Sun Parasol Giant Marbled Crimson	4.5" pot	60
Rangeline 40 Planters (120)	Potato Vine Tricolor	4.5" pot	120
Midtown Plaza Planters (16) Rangeline 40 Planters (80) 4 th and Main Fountain (60)	Purple Fountain Grass	1 gal	156
Midtown Plaza Planters (336) City Hall- Gazebo Beds (30) City Center Plaza (231)	Salvia- Purple Annual	4.5" pot	1,000

Window Boxes (81)	Salvia- Purple Annual	4.5” pot	
Window Boxes (84)	Salvia- Red Annual	4.5” pot	84
City Hall- Gazebo Beds (30) Monon Stairway Bed (60) Sophia Sq. NE corner near gym (40) Sophia Sq. SE near pint room (80) 4 th and Main Fountain (210) City Hall- S Side- (400) Tarkington Entry Doors (60) Children’s Art Gallery (60) City Hall Monument Sign (120) Sophia Square Cube (120) Divvy Restaurant Planters (70)	Verbena Purple Homestead	4.5” pot	1,250
Matt the Miller Bed (40) 4 th and Main Fountain (210) Tarkington Entry Doors (60) Divvy Restaurant Planters (70)	Verbena Firehouse- White	4.5” pot	380
City Hall Tiered Fountain Beds (200) Rangeline 40 Planters (400)	Vinca Mediterranean XP- Mixture	4.5” pot	600
Midtown Plaza Planters (172) City Hall- Gazebo Beds (30) Matt the Miller Corner (40) City Hall- S side (280) Children’s Art Gallery (60) City Hall- N Side Urns (6) City Center Plaza (526) Roundabout Urns (766)	Vinca- Pink	4.5” pot	1,880

Summer Planting Detail for 2023

MIDWEST LANDSCAPING TO PLANT:

RANGELINE RD 40 PLANTERS

MIDTOWN PLAZA PLANTERS

CITY HALL:

- S Side Beds
- N Shade Beds
- N Urns
- Monument Bed of Front Lawn
- Gazebo Beds
- Japanese Garden
- Tiered Fountain Beds (12)

REFLECTING POOL & WAR MEMORIAL

CITY CENTER & RANGELINE (SW CORNER NEAR MATT THE MILLERS)

MONON STAIRWAY BED

DIVVY RESTAURANT (7- 3' x 3')

CITY CENTER PLAZA:

- 7 5' x 5' planters with trees
- 2 5' x 5' planters with trees
- 16 3' x 3' planters without trees

SOPHIA SQUARE:

- NE Corner near 'Anytime Fitness'
- SE Corner near 'The Pint Room'
- Cube Planters (10)

TARKINGTON:

- Entry Door Beds
- Sign Bed

DOWNTOWN:

- Window Boxes (55- 9" x 36")
- Children's Art Gallery (40 W. Main St)
- Bumpouts (6)
- 4th Ave & Main St Roundabout

32 ROUNDABOUTS WITH URNS

Rangeline Rd Summer
40 Planters between City Center & Executive Dr- 24" x 60"

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Potato Vine Tricolor	4.5" Pot	120
Purple Fountain Grass	1 gal	80
Vinca- Mediterranean XP Mix	4.5" Pot	400

Details:

3 potato vine around long-edge (2 on road-side; 1 on bike lane side)

2 Purple Fountain Grass in center in a row

10 Vinca around grass throughout planter

Midtown Plaza Planters Summer

(Near SunKing Brewery; along Monon; 1 planter near Main/ Monon):

Quantity	Size
5	48" x 24" x 24"
16	36" diameter x 34" H
7	30" diameter x 32" H
6	24" diameter x 27" H

Plant Name	Size	Quantity
Salvia- Purple Annual	4.5" Pot	336
Canna- Pink	6" Pot	10
Dichondra- Silver Falls	4.5" Pot	28
Purple Fountain Grass	1 gal	16
Vinca- Pink	4.5" Pot	172
Coleus- Pineapple Surprise	4.5" Pot	6

Planter Type 1:

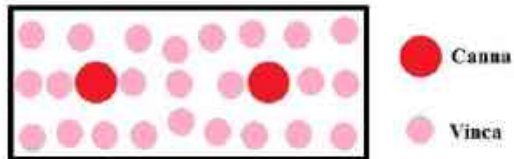
Quantity: 5

Size: 48" x 24" x 24"

Details:

2 Canna- Pink in center of planter in row

26 Vinca- Pink throughout planter



Planter Type 2:

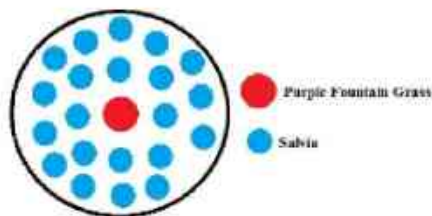
Quantity: 16

Size: 36" diameter x 34" H

Details:

1 Purple Fountain Grass (1gal) in center of planter

18 Salvia- Purple Annual throughout planter



Midtown Plaza Planters (continued) Summer
(Near SunKing Brewery; along Monon; 1 planter near Main/ Monon):

Planter Type 3:

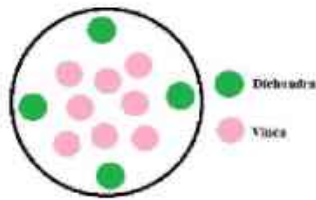
Quantity: 7

Size: 30" diameter x 32" H

Details:

6 Vinca- Pink throughout planter

4 Dichondra Silver Falls around edge of planter



Planter Type 4:

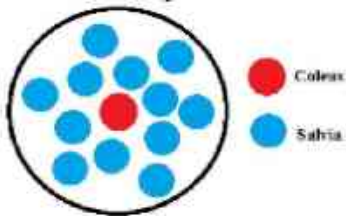
Quantity: 6

Size: 24" diameter x 27" H

Details:

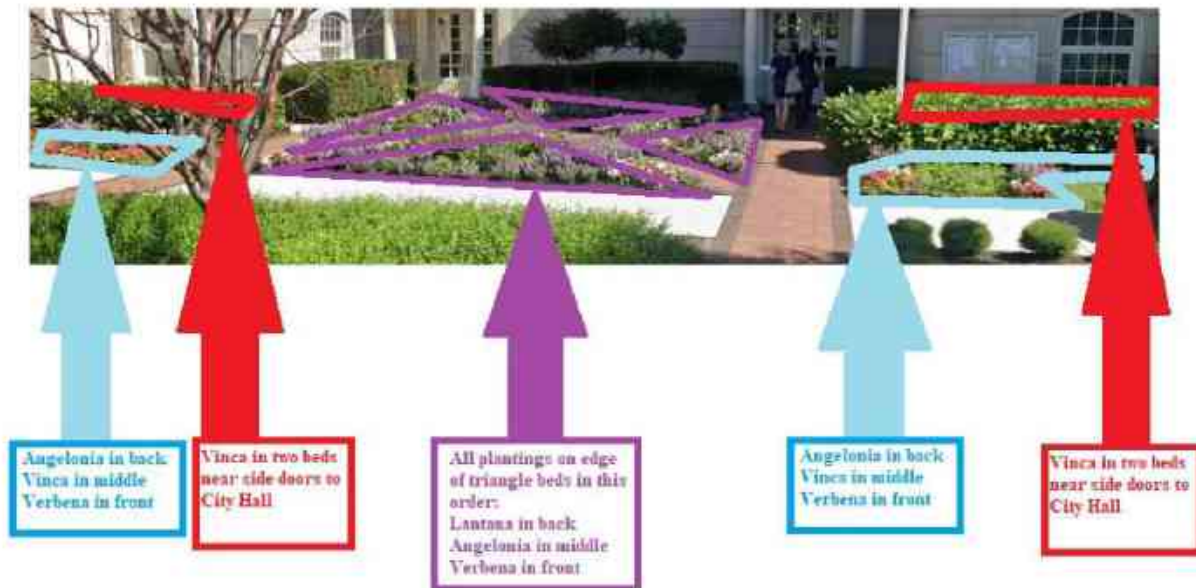
1 Coleus- Pineapple Surprise in center of planter

8 Salvia- Purple Annual around edge of planter



City Hall- South Side Beds Summer

Plant Name	Size	Quantity
Angelonia- Purple	4.5" Pot	340
Lantana- Landmark Rose Glow	4.5" Pot	48
Verbena- Purple Homestead	4.5" Pot	400
Vinca- Pink	4.5" Pot	280



4 Triangle Beds (Purple in Photo):

Lantana- 12 plants per triangle- 48 plants total
 Angelonia- 60 plants per triangle- 240 plants total
 Verbena- 50 plants per triangle- 200 plants total

Two Beds near Side Doors to City Hall (Red in Photo):

Vinca - 40 plants per side- 80 plants total

Two Beds adjacent to sidewalk (Blue in Photo):

Angelonia - 50 plants per bed- 100 plants total
 Vinca- 100 plants per bed- 200 plants total
 Verbena- 100 plants per bed- 200 plants total

City Hall- North Side Courtyard Beds (2) Summer

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Impatiens- Divine Mystic Mixture	4.5" pot	120

60 plants per side.

City Hall- North Side Urns (2) Summer

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Vinca- Pink	4.5" Pot	6



Urns (2)

Vinca- 3 plants per urn

City Hall- Monument Sign Bed **Summer**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Lantana- Landmark Yellow	4.5" Pot	150
Verbena- Purple Homestead	4.5" Pot	120

Lantana mixed near the brick monument (about 30 each per side)

Verbena around edge (about 35 plants per side)



City Hall- Gazebo Beds Summer

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Salvia- Purple Annual	4.5" Pot	30
Verbena Purple Homestead	4.5" Pot	30
Vinca- Pink	4.5" Pot	30

Salvia near back of bed near sidewalk

Verbena near border of bed

Vinca behind Verbena



City Hall Japanese Garden **Summer**

****Plant near the E side Japanese Garden Entrance sign- plant near the Gate- plant along the peninsula, plant near the picnic area and any bare spots throughout the garden.****

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Coleus- Henna	4.5" Pot	100
Impatiens- Sunpatiens White	4.5" pot	100
Impatiens- Sunpatiens Purple	4.5" pot	100

Plant in groupings of the same annuals.

Impatiens should be placed near the entrance sign (NE area of this photo)



City Hall Tiered Fountain Beds **Summer**

12 Planters (top 4 are only annuals- other 8 are half+ hostas)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Angelonia White	4.5" Pot	150
Canna- Pink	6" Pot	16
Vinca Mediterranean XP Mix	4.5" Pot	200

Canna in center of top 4 beds- 4 plants per bed- 16 plants

Angelonia around the canna for top bed, also mixed for other 8 beds- 150 plants

Vinca around edges of all 12 beds- 200 plants

Reflecting Pond Summer

Plant Name	Size	Quantity
Angelonia- Pink	4.5" Pot	300
Lantana- Landmark Rose	4.5" Pot	150
Lantana- Landmark White	4.5" Pot	150
Dianthus- Dash Pink	4.5" Pot	150

Plant in groups of ~10 of the same annuals and change the variety for each grouping.



In both North and South beds,
start Planting this side and travel
Westward

War Memorial Summer

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Angelonia- Pink	4.5" Pot	120
Lantana- Landmark White	4.5" Pot	120
Dianthus- Dash Pink	4.5" Pot	120

Mix all three plants together when planting. Plant in the red beds first, then finish the planting with the outer edge of the yellow beds.



SE corner of City Center & Rangeline Summer

Fountain Bed to be relandscaped Late Spring 2023

Two raised planters near Matt the Millers & Landscape bed near fountain

Plant Name	Size	Quantity
Calibrachoa- Yellow	4.5" Pot	40
Impatiens- Sunpatiens Purple	4.5" Pot	40
Verbena- White	4.5" Pot	40
Lantana- Landmark Rose- TREE FORM	10" Pot	3
Lantana- Landmark Rose	4.5" Pot	40
Vinca- Pink	4.5" Pot	40

Two Raised Planters along Rangeline Rd (Blue in the Photo):

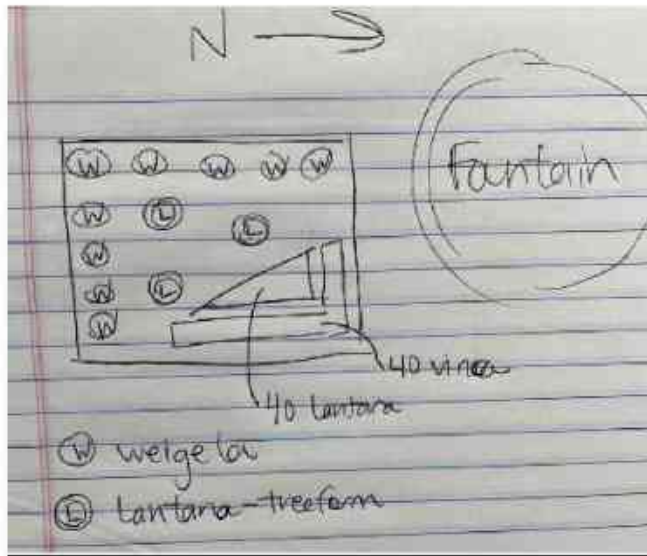
Calibrachoa- 20 per planter

Impatiens Purple- 20 per planter

Verbena White- 20 per planter

All 3 plants mixed together throughout planters

Landscape Bed Adjacent to Fountain (Red in the Photo):



9 weigela bushes along N and W sides

3 lantana trees pink and yellow

40 lantana pink and yellow- annuals

40 vinca pink

Monon Stairway Bed (adjacent to sidewalk) Summer
(This location is West of the intersection of Rangeline and City Center)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Angelonia- Purple	4.5" Pot	30
Angelonia- Pink	4.5" Pot	30
Verbena- Purple Homestead	4.5" Pot	60

Angelonia mixed near back of bed

Verbena planted near sidewalk



Divvy Restaurant (7 Planters, each 3' x 3') Summer

THIS IS NOT TO BE PLANTED/ WORKED ON AFTER 10 AM

Any substitution for this location MUST be approved by Crystal Edmondson

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Verbena Homestead Purple	4.5" Pot	70
Verbena Firehouse White	4.5" Pot	70

Each planter: 20 plants Verbena Mixed around each current shrub.

City Center Plaza Summer

(Upper Deck Plaza at SW Corner of City Center & Rangeline Rd)

Plant Name	Size	Quantity
Calibrachoa- Yellow	4.5" Pot	504
Canna- Yellow	6" Pot	36
Salvia- Purple	4.5" Pot	231
Vinca- Pink	4.5" Pot	526

Large Planters with Trees 7

Salvia- 15 plants per planter near tree- 105 plants
Calibrachoa - 24 plants around salvia- 168 plants
Vinca- Pink- 30 plants around border- 210 plants

Large Planters without Trees 2

Canna- Yellow- 2 in center- 4 plants
Salvia- 15 plants per planter near canna- 30 plants
Calibrachoa - 24 plants around salvia- 48 plants
Vinca- Pink- 30 plants around border- 60 plants

Small Planters (16)

Canna- Yellow- 2 in center- 32 plants
Salvia- 6 plants per planter near canna- 96 plants
Calibrachoa - 18 plants around salvia- 288 plants
Vinca- Pink- 16 plants around border- 256 plants

Sophia Square- NE corner bed- near 'Anytime Fitness' Gym Summer

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Verbena- Purple Homestead	4.5" Pot	40



Sophia Square- SE corner beds- near 'The Pint Room' Summer

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Lantana- Landmark Yellow	4.5" Pot	80
Verbena- Purple Homestead	4.5" Pot	80

All plants mixed throughout bed evenly.



Sophia Square Cube Planters (10) Summer

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
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Canna- Yellow	6" pot	10
Verbena Purple Homestead	4.5" Pot	120

10 planters:

1 Canna in center of planter- 10 plants

Verbena Purple Homestead- 12 plants around canna- 120 plants

Tarkington Entry Doors Summer

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Coleus- Pineapple Surprise	4.5" pot	120
Verbena Firehouse Grape	4.5" pot	60
Verbena Firehouse White	4.5" pot	60

Coleus near back of bed- 3 rows of plants

Verbena mixed near edge of sidewalk- 2-3 rows of plants



Tarkington Sign Bed **Summer**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Lantana- Landmark Yellow	4.5" pot	100

Mixed throughout bed.



Window Boxes (55) Summer

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Impatiens- Sunpatiens White	4.5" Pot	165
Lantana- Landmark Rose Glow	4.5" Pot	81
Lantana- Landmark Yellow	4.5" Pot	84
Salvia- Red Annual	4.5" Pot	84
Salvia- Purple Annual	4.5" Pot	81

2 COLOR STYLES

NO similar window boxes side-by-side

STYLE 1 (27):

Lantana Landmark Rose Glow- 3 in rear of window box- 81 plants

Salvia Purple 3 in middle of box- 81 plants

Impatiens- Sunpatiens White- 3 near front of box- 81 plants

STYLE 2 (28):

Lantana Landmark Yellow- 3 in rear of box- 84 plants

Salvia Red- 3 in middle of box- 84 plants

Impatiens- Sunpatiens White- 3 near front of box- 84 plants

Children's Art Gallery Summer (40 W. Main St)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Canna- Yellow	6"	2
Lantana- Landmark Yellow	4.5" Pot	125
Lantana- Landmark- White	4.5" Pot	125
Verbena Purple Homestead	4.5" Pot	60
Vinca- Pink	4.5" Pot	60

Ums (2)

Canna-yellow- 1 per urn- 2 plants

Vinca- Pink- 6 per urn- 12 plants

Brick Planter Bed near Sidewalk

Verbena Purple Homestead- 20 plants



Dispersed throughout rest of garden-

Lantana- Landmark Yellow	4.5" Pot	125
Lantana- Landmark- White	4.5" Pot	125
Verbena Purple Homestead	4.5" Pot	40
Vinca- Pink	4.5" Pot	48

Downtown Bumpouts (6 total) Summer

Each bumpout gets about 50-60 plants- mixed with the following annuals

****PLEASE NOTE THAT THE BUMPOUT IN FRONT OF LITTLE CAIRO RESTAURANT HAS A TRIANGLE OF LANDSCAPE THAT NEEDS ANNUALS ALSO- PLEASE ADD 50 Mix of PLANTS (not Mandevilla) TO THIS AREA****

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Angelonia- Pink	4.5" Pot	80
Angelonia- Purple	4.5" Pot	80
Geranium-Ivy Blizzard Blue	4.5" Pot	80
Lantana- Landmark Rose Glow	4.5" Pot	80
Mandevilla Sun Parasol Giant Marbled Crimson	4.5" pot	60

4th and Main Roundabout Beds- Summer

Around fountain

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Angelonia- Purple	4.5" pot	300
Purple Fountain Grass	1 gal	60
Verbena Purple Homestead	4.5" pot	210
Verbena Firehouse- White	4.5" pot	210

Purple Fountain Grass near back- 20 per section- 60 plants total

Angelonia in front of Fountain Grass- 100 plants per section- 300 plants total

Verbenas mixed around border- 70 plants each per section- 420 plants total



32 Roundabouts with Urns Summer

96th & Commerce
96th & Shelborne
96th and Spring Mill
96th & Towne
106th and Gray
106th & Shelborne
106th & Springmill
106th & Towne
116th and Shelborne
116th and Spring Mill
136th and Ditch
136th St & Illinois/ Oak Ridge Rd
136th and Spring Mill
Carmel Dr & City Center
City Center & Kinzer
Guilford & Carmel Dr
Guilford & City Center
Main St and Illinois
Main St and Spring Mill
Oak Ridge and Adios Pass
Oak Ridge & Bennett
136th & Keystone (2 Urns)
Main & Keystone (2 Urns)
126th & Keystone (2 Urns)
Carmel & Keystone (2 Urns)
116th & Keystone (2 Urns)
106th & Keystone (2 Urns)
96th & Westfield Blvd. (4 - 3' Urns with drip)
136th St & Gray Rd (3 - 4' Urns)
141st & Ditch (1 - 3' Urn with spray)
141st & Spring Mill Rd. (3 - 3' Urns with spray)
Main St & Gray Rd (1 - 3' Urn)

*Adjusted quantities based on size of urn/ quantity of urns at location.

Roundabout Urn Plants Summer

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Canna- Yellow	4.5" Pot	83
Angelonia- Purple	4.5" Pot	714
Vinca- Pink	4.5" Pot	766

9' Wide Urns (21 total):

Canna in center- 3 per urn- 63 plants

Angelonia around canna- 30 per urn- 630 plants

Vinca around Angelonia- 30 per urn- 630 plants

3-4' Wide Urns (20 total):

Keystone Interchanges (12 urns)

96th/ Westfield (4 urns)

Main/ Gray (1 urn)

136th/ Gray (3 urns)

Canna in center- 1 per urn- 20 plants

Angelonia around canna- 4 per urn- 80 plants

Vinca around Angelonia- 6 per urn- 120 plants

2' Wide Urns (4 total):

141st/ Springmill (3 urns)

141st/ Ditch (1 urn)

Angelonia in center- 1 per urn- 4 plants

Vinca around Angelonia- 4 per urn- 16 plants

FALL

LOCATION	PLANT	SIZE	QUANTITY
Rangeline Planters (240) Midtown Plaza Planters (94) City Hall North Urns (6) Sophia Square Cubes (40)	English Ivy	4.5" pots	380
Rangeline Planters (160)	Chrysanthemum Yellow	9" pots	250
Midtown Plaza Planters (44) City Hall Monument Bed (80)	Chrysanthemum Pink	9" pots	124
Sophia Square Cube Planters (10)	Chrysanthemum Purple	9" pots	10
City Hall South Side Beds (300) Tarkington Entry Door Beds (90) Children's Art Gallery (2) City Hall North Urns (2)	Chrysanthemum White	9" pots	394
Children's Art Gallery (10) City Hall Monument Bed (80)	Kale- Songbird Pink Flowering	8" pots	90
Children's Art Gallery (20) City Center Plaza (236) Window Boxes (220)	Snapdragon- White	4.5" pots	476
Children's Art Gallery (12) City Center Plaza (59) Window Boxes (25 flats)	Pansy- Cool Wave Pastel Mix	1801 flats	96
Divvy Restaurant Planters (14)	Pansy- Cool Wave White	1801 flats	14
Divvy Restaurant Planters (14)	Pansy- Frizzle Sizzle Orange	1801 flats	14

Fall Flowers Planting Details

Rangeline Rd- 40 Planters Fall

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
English Ivy	4.5" pot	240
Chrysanthemum- Yellow	9" pot	160

Details:

4 Mums in a row down center of planter

6 English Ivy (3 per long-edge) planted along edge

Midtown Plaza Planters **Fall**

<u>Quantity</u>	<u>Size</u>
5	48" x 24" x 24"
16	36" diameter x 34" H
7	30" diameter x 32" H
6	24" diameter x 27" H

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
English Ivy	4.5" pot	94
Chrysanthemum- Pink	9" pot	44

Planter Type 1:

Quantity: 5

Size: 48" x 24" x 24"

Details:

3 mums in row down the center of the planter

6 ivy (3 per long-side of planter) planted near edge of planter

Planter Type 2:

Quantity: 16

Size: 36" diameter x 34" H

Details:

1 mum in center

4 ivy around edge of planter

Planter Type 3:

Quantity: 7

Size: 30" diameter x 32" H

Details:

1 mum in center

Planter Type 4:

Quantity: 6

Size: 24" diameter x 27" H

Details:

1 mum in center

City Hall- South Side **Fall**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Chrysanthemum- White	9" pot	300



Mums along edge of 4 triangle beds.

IF there is leftover, the 2 adjacent narrow beds NEAR SIDE DOORS can get those plants.

Tarkington Entry Doors **Fall**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Chrysanthemum- White	9" pot	90



EACH BED:

3 staggered rows of 15 mums near the entrance doors

Divvy Restaurant (7 Planters, each 3' x 3') Fall
THIS IS NOT TO BE PLANTED/ WORKED ON AFTER 10 AM

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy- White	1801 flat	14
Pansy- Orange	1801 flat	14

Each planter:

2 flats Pansy White (1801)

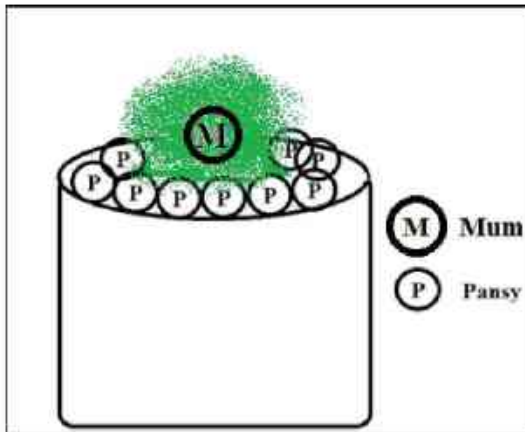
2 flats Pansy Orange (1801)

The two pansy varieties should be mixed evenly around current shrub in planter.

Children's Art Gallery **Fall**

(40 W. Main St)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Chrysanthemum- White	9" pot	2
Pansy- Cool Wave Pastel Mix	1801 flat	12
Snapdragons- White	4.5" pot	20
Kale- Songbird Pink Flowering	9" pot	10



Urns (2)

Pansy- 1 flat per urn

Mum- White- 1 mum in center

Dispersed throughout garden-

10 plants of Kale

20 pots of Snapdragon

10 flats of Pansy

City Hall- North Side Urns (2) **Fall**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Chrysanthemum- White	9" pot	2
English Ivy	4.5" pot	6



Each Urn (2)

1 mum in center of urn

3 english ivy around edge of urn

City Hall- Monument Sign Bed **Fall**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Chrysanthemum- Pink	9" pot	80
Kale- Songbird Pink Flowering	9" pot	80

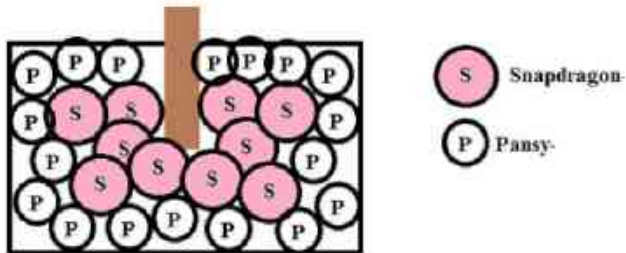


Kale in 2 zig-zag rows in back
Mums in 2 zig-zag rows in front

City Center Plaza **Fall**

(Upper Deck Plaza at SW Corner of City Center & Rangeline Rd)

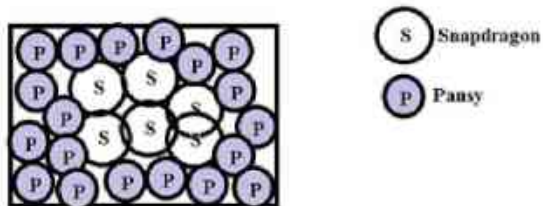
Plant Name	Size	Quantity
Pansy- Cool Wave Pastel Mix	1801 flat	59
Snapdragon- White	4.5" pot	236



Large Planters (9)

Pansy- 3 flats per planter around edges

Snapdragon- 12 pots per planter near center



Small Planters (16)

Pansy- 2 flats per planter around edges

Snapdragon- 8 pots per planter in center

Sophia Square Cube Planters (10) **Fall**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Chrysanthemum- Purple	9" pot	10
English Ivy	4.5" pot	40

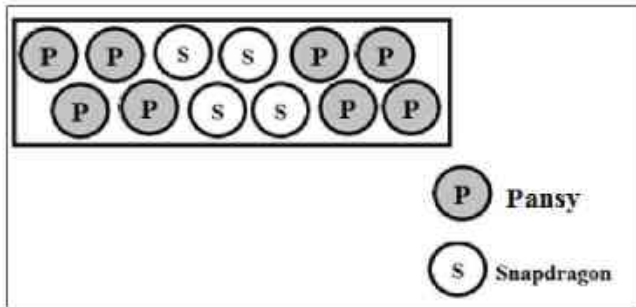
Details:

1 Mum in center of planter

4 English Ivy in each corner near edge

Window Boxes (55) **Fall**

Plant Name	Size	Quantity
Pansy- Cool Wave Pastel Mix	1801 flat	25
Snapdragon- White	4.5" pot	220



Mix of pansies on both sides of box- 8 plants per box.
4 Snapdragons in center of box.

WINTER PLANTING DETAILS

WINTER

LOCATION	PLANT	SIZE	QUANTITY
Main St Stone Planters (32) Midtown Plaza Planters (12)	Low growing Juniper	3 gal	44
Sophia Square Courtyard (72) Palladium Planters/ Urns (64) IDC Urns (64) Sophia Sq Cube (10)	Decorative Winter Décor with Ornamentation	12" insert	210
City Center Plaza (36) Rangeline 40 Planters (120)	Decorative Winter Décor with Ornamentation	15" insert	156
Palladium Planters/ Urns (30) IDC (30) City Hall- Monument Sign (9) City Center Plaza (16) Roundabout Urns (104) Midtown Plaza Planters (30)	Decorative Winter Décor with Ornamentation	21" insert	219
Palladium Planters/ Urns (15)	Fresh Garland Rolls	75' roll	15
City Hall N side Urns (2) Window Boxes (20) Roundabout Urns (4)	Loose Decorative Evergreen & Ornamentation	3' x 3' area	26
City Center Plaza (6)	Cut River Birch Thick Branches (3"+)	5-6' long	6

City Hall- North Side Urns (2) **Winter**

Use loose decorative evergreen and ornamentation for 2, 12" urns



City Hall- Monument Sign Bed **Winter**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Winter decorative mix pots	21" insert	9

Decoration for the landscape bed surrounding the City Hall Monument on the North Front Lawn of City Hall



City Center Plaza Winter
(Upper Deck Plaza at SW Corner of City Center & Rangeline Rd)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Winter decorative mix pots	15" insert	36
Winter decorative mix pots	21" insert	16
Cut River Birch Thick Branches (3"+)	5-6' long	6

Decoration for the 9 large planters (two large WITHOUT trees- needs birch bark) and 16 small planters at the City Center Plaza.

Large planters (9) will get 4, 15" inserts- 36 total.

Small planters (16) will get 1, 21" insert- 16 total.



Sophia Square Cube Planters (10) **Winter**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Winter decorative mix pots	12" insert	10

Cube planters (10)- will get 1, 12" insert- 10 total.

Window Boxes (55) **Winter**

Loose winter decoration, greenery, and ornamentation for the 55 window boxes throughout Carmel.



32 Roundabouts with Urns **Winter**

96th & Commerce
96th & Shelborne
96th and Spring Mill
96th & Towne
106th and Gray
106th & Shelborne
106th & Springmill Rd
106th & Towne
116th and Shelborne
116th and Spring Mill
136th and Ditch
136th St & Illinois/ Oak Ridge Rd
136th and Spring Mill
Carmel Dr & City Center
City Center & Kinzer
Guilford & Carmel Dr
Guilford & City Center
Main St and Illinois
Main St and Spring Mill
Oak Ridge and Adios Pass
Oak Ridge & Bennett
136th & Keystone (2 Urns)
Main & Keystone (2 Urns)
126th & Keystone (2 Urns)
Carmel & Keystone (2 Urns)
116th & Keystone (2 Urns)
106th & Keystone (2 Urns)
96th & Westfield Blvd. (4 - 3' Urns with drip)
136th St & Gray Rd (3 – 4' Urns)
141st & Ditch (1 – 3' Urn with spray)
141st & Spring Mill Rd. (3 – 3' Urns with
spray)
Main St & Gray Rd (1 – 3' Urn)

Roundabouts with Urns **Winter**

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Winter decorative mix pots	21" insert	104
Loose material and decoration and greenery	3' x 3' size	4

Roundabout urn details.

4 Small urns (12-24" wide) to receive loose material and decoration- 4 total.

20 Medium urns (3-4' wide) to receive 1, 21" insert- 20 total.

21 Large urns (8-10' wide) to receive 4, 21" inserts- 84 total.



Rangeline Rd- 40 Planters **Winter**
between City Center & Executive Dr
24" x 60" each

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Winter decorative mix pots	15" insert	120

Each planter (40) will get 3, 15" inserts.



Midtown Plaza Planters **Winter**

(Near SunKing Brewery; along Monon; 1 planter near Main/ Monon):

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Low growing juniper	3 gal	12
Winter decorative mix pots	21" insert	30

<u>Quantity</u>	<u>Size/ Details</u>
7	48" x 24" x 24"- to get 2, 21" insert- 14 total
16	36" diameter x 34" H- to get 1, 21" insert- 16 total
7	30" diameter x 32" H- to get 1, 3 gal. low grow juniper
5	24" diameter x 27" H- to get 1, 3 gal. low grow juniper

End of Specifications

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

108534

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		
2/15/2023			372342			
MIDWEST LANDSCAPE INDUSTRIES, INC				Street Department		
VENDOR	6800 E 30TH ST			SHIP TO	3400 W. 131st Street	
					Carmel, IN 46074-	
INDIANAPOLIS, IN 46219 -				Matt Higginbotham	(317) 733-2001	
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS		FREIGHT	
74239						
QUANTITY	UNIT OF MEASURE		DESCRIPTION		UNIT PRICE	EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-504.00

1 Each

Flowers

\$65,255.00

\$65,255.00

Sub Total \$65,255.00



Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

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

\$65,255.00

* 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

Lee Higginbotham

Lee Higginbotham
Commissioner

TITLE

CONTROLLER

CONTROL NO. **108534**

James C. ...

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:**

2.1 City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 2200 0 44-628.71 2020 Road Bond 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.

2.2 The Agreement between the Parties consists of this document, all the Exhibits including any attachments, technical specifications, plans, references, and/or addendums thereto, City of Carmel General Conditions, City of Carmel Supplemental Conditions. Vendor acknowledges that it had a chance to review all the components of the Agreement and agrees to comply with all such components without reservations or exceptions, unless otherwise agreed by the Parties in writing.

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 Thirteen Million Five Hundred Eighty Five Thousand Eight Hundred Fifteen Dollars (\$13,585,815.00) (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 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.

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 "Project No. 20-ENG-04, Road Improvements College Ave (96th to 106th Street)" received by the City of Carmel Board of Public Works and Safety on or about February 15, 2023, 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 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.

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
-------------	---	------------	--

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.

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.

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.

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:

By:

James Brainard, Presiding Officer

Date: _____

Authorized Signature

Randall S. Stine

Printed Name

Mary Ann Burke, Member

Date: _____

Regional VP Central IN

Title

Lori S. Watson, Member

Date: _____

FID/TIN: 35-0918397

ATTEST:

Date: February 21, 2023

Sue Wolfgang, Clerk

Date: _____

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. 20-ENG-04 Road Improvements College Ave (96th To 106th Street)
Date Submitted:	2/15/23
Base Quote Amount:	\$13,585,815.00

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: *Road Improvements College Ave (96th To 106th Street)*
Project # 20-ENG-04

Proposal For Construction of :

Roadway improvements on College Avenue from 96th Street to 106th Street will include new full-depth pavement, curb and gutter, enclosed storm water network, lighting, and shared-use paths with new curb ramps and raised crosswalks. The intersections of College Avenue and Pennsylvania Parkway and of College Avenue and Parkwood Crossing will be realigned and replaced with a roundabout.

Date: 2/15/23

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

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: _____

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: _____

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 Thirteen million five hundred eight-five thousand eight hundred fifteen dollars and zero cents, Dollars (\$ 13,585,815.00). 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.

PART 3
CONTRACT ITEMS AND UNIT PRICES

*[This Part to be used only for Bidding on
Unit Price Contracts for the Contract Items shown]*

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$118,000.00	\$118,000.00
2	INSPECTION HOLE, DEEPER THAN 3 FT (UNDISTRIBUTED)	30	EACH		\$0.00
3	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	30	EACH		\$0.00
4	MOBILIZATION AND DEMOBILIZATION	1	LS	\$536,677.87	\$536,677.87
5	CLEARING RIGHT OF WAY	1	LS	\$206,500.00	\$206,500.00
6	EXCAVATION, COMMON	19,273	CYS	\$47.50	\$915,467.50
7	STORMWATER MANAGEMENT BUDGET	42,152	DOZ.	\$1.00	\$42,152.00
8	SUBGRADE TREATMENT, TYPE II	3,724	SYS	\$33.50	\$124,754.00
9	SUBGRADE TREATMENT, TYPE III	11,348	SYS	\$3.75	\$42,555.00
10	SUBGRADE TREATMENT, TYPE IBC	29,154	SYS	\$33.00	\$962,082.00
11	SUBGRADE TREATMENT (UNDISTRIBUTED)	850	CYS	\$150.00	\$127,500.00
12	STRUCTURE BACKFILL, TYPE 1	5,838	CYS	\$50.00	\$291,900.00
13	COMPACTED AGGREGATE NO. 53	1,882	CYS	\$115.00	\$216,430.00
14	COMPACTED AGGREGATE, NO. 53, TEMPORARY FOR DRIVEWAYS	94	TON	\$72.00	\$6,768.00
15	COMPACTED AGGREGATE, NO. 53, BASE	938	TON	\$49.70	\$46,618.60
16	ADDITIONAL ASPHALT, 1 1/2"	100	SYS		\$0.00
17	QC/QA-HMA, 3, 70, SURFACE, 9.5 mm	1,833	TON	\$121.65	\$222,984.45
18	QC/QA-HMA, 3, 64, INTERMEDIATE, 19.0 mm	2,829	TON	\$98.00	\$277,242.00
19	QC/QA-HMA, 3, 64, BASE, 25.0 mm	8,641	TON	\$93.40	\$807,069.40

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
20	JOINT ADHESIVE, SURFACE	4.424	LFT	\$0.64	\$2,831.36
21	JOINT ADHESIVE, INTERMEDIATE	4.424	LFT	\$0.72	\$3,185.28
22	LIQUID ASPHALT SEALANT	4.424	LFT	\$0.25	\$1,106.00
23	QC/QA-HMA, 3. 76. INTERMEDIATE, OG 19.0 mm	3.351	TON	\$93.15	\$312,145.65
24	HMA FOR TEMPORARY PAVEMENT, B	324	TON	\$150.00	\$48,600.00
25	ASPHALT FOR TACK COAT	15	TON	\$0.01	\$0.15
26	BASE SEAL	21	TON	\$360.00	\$7,560.00
27	COLORED AND JOINTED CONCRETE, 4 IN.	365	SYS	\$103.00	\$37,595.00
28	COLORED AND JOINTED CONCRETE, 7 IN.	688	SYS	\$98.00	\$67,424.00
29	CONCRETE PAVEMENT, 13 IN.	98	SYS	\$145.00	\$14,210.00
30	HMA FOR SIDEWALK	1,706	TON	\$162.30	\$276,883.80
31	SIDEWALK, CONCRETE	18	SYS	\$61.92	\$1,114.56
32	CURB RAMP, CONCRETE	889	SYS	\$195.00	\$173,355.00
33	DETECTABLE WARNING SURFACES	107	SYS	\$220.00	\$23,540.00
34	CURB, CONCRETE, MODIFIED	8,428	LFT	\$24.90	\$209,857.20
35	CENTER CURB, B CONCRETE	77	SYS	\$198.00	\$15,246.00
36	CENTER CURB, D CONCRETE	6	SYS	\$201.90	\$1,211.40
37	CURB AND GUTTER, COMBINED, TYPE III	1,890	LFT	\$27.15	\$51,313.50
38	CURB AND GUTTER, COMBINED, TYPE II	10,589	LFT	\$29.25	\$309,728.25
39	CURB AND GUTTER, ROLL CURB, MODIFIED	7,405	LFT	\$26.90	\$199,194.50
40	HMA FOR APPROACHES, TYPE B	1,217	TON	\$155.50	\$189,243.50
41	PCCP FOR APPROACHES, 6 IN.	837	SYS	\$96.50	\$80,770.50

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
42	PCCP FOR APPROACHES, 9 IN.	79	SYS	\$155.00	\$12,245.00
43	MAILBOX ASSEMBLY, SINGLE	36	EACH	\$325.00	\$11,700.00
44	MAILBOX ASSEMBLY, DOUBLE	1	EACH	\$650.00	\$650.00
45	MONUMENT, B	2	EACH	\$850.00	\$1,700.00
46	MONUMENT, C	22	EACH	\$575.00	\$12,650.00
47	MONUMENT, D	1	EACH	\$200.00	\$200.00
48	MONUMENT, SECTION CORNER	1	EACH	\$775.00	\$775.00
49	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	3	EACH	\$500.00	\$1,500.00
50	FERTILIZER	2	TON	\$775.00	\$1,550.00
51	SEED MIXTURE, U	361	LBS	\$11.00	\$3,971.00
52	MULCHING MATERIAL	5	TON	\$425.00	\$2,125.00
53	WATER	21	KGAL	\$1.00	\$21.00
54	TOPSOIL	1,098	CYS	\$110.00	\$120,780.00
55	SODDING	5.507	SYS	\$3.50	\$19,274.50
56	FIBER MAT, COCONUT	1,919	SYS	\$3.50	\$6,716.50
57	PLANTING SOIL	4,189	CYS	\$107.75	\$451,364.75
58	MULCH HARDWOOD SHREDDED BARK	250	CYS	\$75.00	\$18,750.00
59	EVERGREEN SHRUB, JUNIPERUS HORIZONTALIS "ANDORA" (ANDORA CREEPING JUNIPER) #3 CONT.	51	EACH	\$67.90	\$3,462.90
60	EVERGREEN SHRUB, JUNIPERUS PROCUMBENS "NANA" (JAPANESE GARDEN JUNIPER) #3 CONT.	119	EACH	\$70.90	\$8,437.10
61	EVERGREEN SHRUB, JUNIPERUS x PFTZERIANA "SEA GREEN" (SEA GREEN JUNIPER) #5 CONT.	12	EACH	\$81.50	\$978.00
62	EVERGREEN SHRUB, TAXUS CUSPIDATA "NANA" (DWARF BREVIFOLIA YEW) #3 CONT.	137	EACH	\$97.50	\$13,357.50

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
63	DECIDUOUS SHRUB, RHUS AROMATICA "GRO-LOW" (GRO-LOW SUMAC) #3 CONT.	249	EACH	\$69.50	\$17,305.50
64	DECIDUOUS SHRUB, ROSA SPP. "RADRAZZ" (KNOCKOUT ROSE) #3 CONT.	139	EACH	\$75.00	\$10,425.00
65	DECIDUOUS SHRUB, SPIREA JAPONICA "LITTLE PRINCESS" (LITTLE PRINCESS SPIREA) #3 CONT.	61	EACH	\$62.00	\$3,782.00
66	DECIDUOUS SHRUB, VIBURNUM TRILOBUM "COMPACTUM" (AMERICAN CRANBERRYBUSH VIBURNUM) #5 CONT.	12	EACH	\$110.50	\$1,326.00
67	TREE, CÉLTIS OCCIDENTALIS (HACKBERRY) 3.5" CAL.	29	EACH	\$979.60	\$28,408.40
68	TREE, CRATEAGUS CRUSGALLI VAR. INERMIS (THORNLESS COCKSPUR HAWTHORN) 2.5" CAL.	17	EACH	\$649.76	\$11,045.92
69	TREE, GLEDITSIA TRIACANTHOS INERMIS "SKYLINE" (SKYLINE HONEYLOCUST) 3.5" CAL.	28	EACH	\$979.60	\$27,428.80
70	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK) 3.5" CAL.	35	EACH	\$979.60	\$34,286.00
71	TREE, QUERCUS RUBRA (RED OAK) 2.5" CAL.	22	EACH	\$558.00	\$12,276.00
72	TREE, SYRINGA RETICULATA 'IVORY SILK' (JAPANESE TREE LILAC) 2.5" CAL.	14	EACH	\$558.00	\$7,812.00
73	TREE, ULMUS x "MORTON" (MORTON HYBRID ELM) 3.5" CAL.	22	EACH	\$979.60	\$21,551.20
74	PERENNIAL PLANT, CALAMAGROSTIS x ACUTIFLORA "KARL FOERSTER" (KARL FOERSTER FEATHER REED GRASS) #2 CONT.	376	EACH	\$33.00	\$12,408.00
75	PERENNIAL PLANT, CHASMANTHIUM LATIFOLIUM (NORTHER SEA OATS) #2 CONT.	338	EACH	\$46.00	\$15,548.00
76	PERENNIAL PLANT, COREOPSIS VERTICILLATA "MOONBEAM" (MOONBEAM COREOPSIS) #1 CONT.	1,479	EACH	\$23.70	\$35,052.30
77	PERENNIAL PLANT, LIRIOPE SPICATA (CREEPING LILY TURF) #1 CONT.	370	EACH	\$22.30	\$8,251.00
78	PERENNIAL PLANT, SALVIA SYLVESTRIS "MAY NIGHT" (MAY NIGHT SALVIA) #1 CONT.	778	EACH	\$23.70	\$18,438.60
79	PERENNIAL PLANT, SEDUM "AUTUMN FIRE" (AUTUMN FIRE SEDUM) #1 CONT.	993	EACH	\$23.70	\$23,534.10
80	IRRIGATION SYSTEM	1	LS	\$191,075.28	\$191,075.28
81	VEGETATION PLUGS	17,271	EACH	\$5.90	\$101,898.90
82	FIELD OFFICE C	12	MOS	\$4,000.00	\$48,000.00
83	OFFICE EQUIPMENT	1	EACH	\$2,000.00	\$2,000.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
84	FIELD DRILLED HOLE IN CONCRETE	6	EACH	\$31.50	\$189.00
85	ROUNDAABOUT HARDSCAPE - COLLEGE AND PENN PARKWAY	1	LS	\$205,000.00	\$205,000.00
86	ROUNDAABOUT HARDSCAPE - COLLEGE AND 106TH	1	LS	\$400,000.00	\$400,000.00
87	ROUNDAABOUT HARDSCAPE - COLLEGE AND PARKWOOD	1	LS	\$145,000.00	\$145,000.00
88	SANITARY SEWER SERVICE ADJUSTMENT (UNDISTRIBUTED)	500	LFT	\$135.00	\$67,500.00
89	VAULT, ATMS	1	EACH	\$10,800.00	\$10,800.00
90	PIPE, TYPE 4, CIRCULAR, 6 IN.	2,062	LFT	\$15.00	\$30,930.00
91	PIPE, TYPE 4, CIRCULAR, 8 IN.	8,001	LFT	\$14.00	\$112,014.00
92	PIPE, RCP, CIRCULAR, 12 IN.	1,952	LFT	\$94.20	\$183,878.40
93	PIPE, RCP, CIRCULAR, 15 IN.	670	LFT	\$85.90	\$57,553.00
94	PIPE, RCP, CIRCULAR, 18 IN.	830	LFT	\$120.65	\$100,139.50
95	PIPE, RCP, CIRCULAR, 24 IN.	153	LFT	\$180.90	\$27,677.70
96	PIPE, RCP, CIRCULAR, 30 IN.	195	LFT	\$185.00	\$36,075.00
97	PIPE, RCP, CIRCULAR, 36 IN.	363	LFT	\$322.00	\$116,886.00
98	PIPE, RCP, CIRCULAR, 42 IN.	710	LFT	\$411.50	\$292,165.00
99	PIPE, PVC, CIRCULAR, 6 IN.	811	LFT	\$42.00	\$34,062.00
100	PIPE, PVC, CIRCULAR, 12 IN.	1,614	LFT	\$72.50	\$117,015.00
101	PIPE, PVC, CIRCULAR, 15 IN.	272	LFT	\$100.00	\$27,200.00
102	PIPE, PVC, CIRCULAR, 18 IN.	370	LFT	\$139.80	\$51,726.00
103	VIDEO INSPECTION FOR PIPE	6,056	LFT	\$1.25	\$7,570.00
104	VIDEO INSPECTION FOR UNDERDRAINS	10,063	LFT	\$1.00	\$10,063.00
105	GEOTEXTILES FOR UNDERDRAIN, TYPE 1A	9,816	SYS	\$2.25	\$22,086.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
106	AGGREGATE FOR UNDERDRAINS	1,345	CYS	\$80.00	\$107,600.00
107	CASTING. CATCH BASIN. ADJUST TO GRADE	4	EACH	\$800.00	\$3,200.00
108	CASTING. INLET. ADJUST TO GRADE	2	EACH	\$800.00	\$1,600.00
109	CASTING. 4. FURNISH AND ADJUST TO GRADE	4	EACH	\$1,195.00	\$4,780.00
110	CASTING. 8. FURNISH AND ADJUST TO GRADE	1	EACH	\$1,545.00	\$1,545.00
111	INLET. A2	2	EACH	\$3,520.00	\$7,040.00
112	INLET. B15	17	EACH	\$3,720.00	\$63,240.00
113	INLET. C15	18	EACH	\$4,280.00	\$77,040.00
114	INLET. E7	4	EACH	\$3,260.00	\$13,040.00
115	INLET. J10	19	EACH	\$3,775.00	\$71,725.00
116	INLET. J10 MODIFIED	5	EACH	\$4,562.00	\$22,810.00
117	INLET. J13	2	EACH	\$4,042.00	\$8,084.00
118	INLET. M10	23	EACH	\$3,935.00	\$90,505.00
119	INLET. S14	2	EACH	\$6,480.00	\$12,960.00
120	INLET. T14	1	EACH	\$5,850.00	\$5,850.00
121	MANHOLE. C2	1	EACH	\$6,060.00	\$6,060.00
122	MANHOLE. C4	32	EACH	\$5,330.00	\$170,560.00
123	MANHOLE. C10 MODIFIED	10	EACH	\$5,745.00	\$57,450.00
124	MANHOLE. D4 MODIFIED	1	EACH	\$7,064.00	\$7,064.00
125	MANHOLE. D10 MODIFIED	1	EACH	\$9,285.00	\$9,285.00
126	MANHOLE. E4	3	EACH	\$9,984.00	\$29,952.00
127	MANHOLE. E10 MODIFIED	3	EACH	\$10,620.00	\$31,860.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
128	MANHOLE, F10 MODIFIED	5	EACH	\$11,236.75	\$56,183.75
129	MANHOLE, 114	3	EACH	\$8,100.00	\$24,300.00
130	MANHOLE, J4	3	EACH	\$7,375.00	\$22,125.00
131	MANHOLE, K4	12	EACH	\$10,100.00	\$121,200.00
132	MANHOLE, K10 MODIFIED	1	EACH	\$11,840.00	\$11,840.00
133	MANHOLE, L10 MODIFIED	1	EACH	\$17,875.00	\$17,875.00
134	NYLOPLAST CATCH BASIN, 15 IN.	39	EACH	\$2,265.00	\$88,335.00
135	NYLOPLAST CATCH BASIN, 30 IN.	28	EACH	\$4,215.00	\$118,020.00
136	STORMWATER QUALITY STRUCTURE, BMP	1	EACH	\$64,800.00	\$64,800.00
137	TEMPORARY PAVEMENT MESSAGE MARKING, LANE INDICATION ARROW	20	EACH	\$128.00	\$2,560.00
138	CONSTRUCTION SIGN, C	1	EACH	\$355.00	\$355.00
139	ROAD CLOSURE SIGN ASSEMBLY	9	EACH	\$485.00	\$4,365.00
140	TEMPORARY PAVEMENT MESSAGE MARKING, REMOVABLE, LANE INDICATION ARROW	19	EACH	\$145.00	\$2,755.00
141	DETOUR ROUTE MARKER ASSEMBLY	48	EACH	\$214.00	\$10,272.00
142	CONSTRUCTION SIGN, A	34	EACH	\$313.00	\$10,642.00
143	CONSTRUCTION SIGN, B	54	EACH	\$145.00	\$7,830.00
144	MAINTAINING TRAFFIC	1	LS	\$299,900.00	\$299,900.00
145	BARRICADE, III-A	308	LFT	\$28.14	\$8,667.12
146	PORTABLE CHANGEABLE MESSAGE SIGN	1	EACH	\$5,350.00	\$5,350.00
147	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE (BLACK POWDER COATED)	651	LFT	\$33.00	\$21,483.00
148	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE (BLACK POWDER COATED)	156	LFT	\$33.00	\$5,148.00
149	SIGN, SHEET, WITH LEGEND, 0.080 IN.	336	SFT	\$32.00	\$10,752.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
150	SIGN, SHEET, WITH LEGEND, 0.100 IN.	101	SFT	\$35.00	\$3,535.00
151	SIGN GROUND MOUNTED RESET	1	EACH	\$550.00	\$550.00
152	STREET NAME IDENTIFICATION SIGN	22	EACH	\$205.00	\$4,510.00
153	CONTROLLER CABINET FOUNDATION, PI MODIFIED	1	EACH	\$5,000.00	\$5,000.00
154	2-4' COMMUNICATION INNERDUCT CONDUIT - CARMEL	779	LFT	\$83.00	\$64,657.00
155	CONTROLLER CABINET, PI, MODIFIED	1	EACH	\$6,000.00	\$6,000.00
156	HANDHOLE, LIGHTING	11	EACH	\$1,700.00	\$18,700.00
157	LIGHT STANDARD FOUNDATION, 30" DIAMETER X 96"	15	EACH	\$2,500.00	\$37,500.00
158	LUMINAIRE ORNAMENTAL, (185 WATT LED)	7	EACH	\$4,500.00	\$31,500.00
159	LUMINAIRE ORNAMENTAL	8	EACH	\$4,500.00	\$36,000.00
160	CONDUIT, STEEL, GALVANIZED, 2 IN.	284	LFT	\$44.00	\$12,496.00
161	CONDUIT, PVC, 2 IN. SCHEDULE 80	134	LFT	\$41.00	\$5,494.00
162	LIGHT POLE, ORNAMENTAL, 30'	7	EACH	\$5,600.00	\$39,200.00
163	LIGHT POLE, 30 FT E.M.I.L., 10.0 FT MAST ARM, ANCHOR BASE	8	EACH	\$5,800.00	\$46,400.00
164	SERVICE POINT, I	1	EACH	\$12,105.53	\$12,105.53
165	SERVICE POINT, TYPE II	1	EACH	\$12,105.53	\$12,105.53
166	CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C	2,042	LFT	\$3.00	\$6,126.00
167	CONNECTOR KIT, UNFUSED	15	EACH	\$100.00	\$1,500.00
168	CONNECTOR KIT, FUSED	15	EACH	\$100.00	\$1,500.00
169	MULTIPLE COMPRESSION FITTING, WATERPROOFED	20	EACH	\$45.00	\$900.00
170	MULTIPLE COMPRESSION FITTING, NON-WATERPROOFED	18	EACH	\$45.00	\$810.00
171	INSULATION LINK, NON-WATERPROOFED	32	EACH	\$40.00	\$1,280.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
172	INSULATION LINK, WATERPROOFED	28	EACH	\$40.00	\$1,120.00
173	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, 4 1/2"	735	LFT	\$20.00	\$14,700.00
174	WIRE, NO. 4 COPPER IN PLASTIC DUCT, IN TRENCH, 4 1/2"	497	LFT	\$20.00	\$9,940.00
175	WIRE, NO. 4 COPPER IN PLASTIC DUCT, 4 1/2", IN CONDUIT	127	LFT	\$20.00	\$2,540.00
176	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	1,298	LFT	\$13.55	\$17,587.90
177	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 18 IN.	66	LFT	\$12.25	\$808.50
178	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	98	LFT	\$1.85	\$181.30
179	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	849	LFT	\$0.70	\$594.30
180	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN.	64	LFT	\$3.70	\$236.80
181	LINE, THERMOPLASTIC, DOTTED, YELLOW, 4 IN.	28	LFT	\$1.85	\$51.80
182	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 36 IN.	54	LFT	\$19.65	\$1,061.10
183	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.	329	LFT	\$1.05	\$345.45
184	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	9,408	LFT	\$0.70	\$6,585.60
185	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	116	LFT	\$13.55	\$1,571.80
186	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	29	EACH	\$178.00	\$5,162.00
187	PAVEMENT MESSAGE MARKING, THERMOPLASTIC ONLY	2	EACH	\$188.00	\$376.00
188	SNOWPLOWABLE RAISED PAVEMENT MARKER	44	EACH	\$68.55	\$3,016.20

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
189	PIPE, REMOVE	3,060	LIT	\$59.50	\$182,070.00
190	4'X4'X4' SPLIT COMMUNICATION BOX	13	EACH	\$11,950.00	\$155,350.00
191	COMMUNICATION HANDHOLE, 36 IN	5	EACH	\$3,910.00	\$19,550.00
192	COMMUNICATION DUCT BANK, 9 - 4 IN	4,728	LF	\$90.00	\$425,520.00
193	COMMUNICATION DUCT BANK, LATERAL, 9 - 2 IN	358	LF	\$45.00	\$16,110.00
194	2" CONDUIT HDPE SDR11	160	LF	\$40.90	\$6,544.00
195	12" DUCTILE IRON WATER MAIN	540	LF	\$201.05	\$108,567.00
196	12 X 12 TAPPING SADDLE & 12" TAPPING VALVE	1	EA	\$14,020.00	\$14,020.00
197	8" GATE VALVE	1	EA	\$3,170.00	\$3,170.00
198	COMPLETE HYDRANT ASSEMBLY	2	EA	\$10,040.00	\$30,120.00
199	12" CONNECTION	1	EA	\$3,230.00	\$3,230.00
200	DETOUR ROUTE MARKER ASSEMBLY	2	EA	\$214.00	\$428.00
201	NEW SERVICE LINES & METER PIT RELOCATIONS	13	EA	\$4,046.00	\$52,598.00
202	ADJUST VALVE TO GRADE	16	EA	\$165.00	\$2,640.00
203	ADJUST VALVE TO GRADE & REPLACE VALVE BOX (UNDISTRIBUTED)	4	EA	\$1,705.00	\$6,820.00
204	ADJUST METER PIT TO GRADE	18	EA	\$310.00	\$5,580.00
205	RETIRE VALVE BOX	1	EA	\$475.00	\$475.00
206	RETIRE HYDRANT AND BRANCH VALVE	3	EA	\$2,245.00	\$6,735.00
207	RELOCATE FIRE HYDRANT	4	EA	\$7,955.00	\$31,820.00
208	12" LOWERING (UNDISTRIBUTED)	1	EA	\$18,410.00	\$18,410.00
209	8" LOWERING	1	EA	\$13,895.00	\$13,895.00

Total: \$13,585,815.00

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	2/10/23

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".

PART 7
ADDITIONAL DECLARATIONS

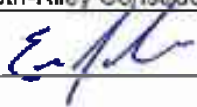
- 7.1 Bidder certifies for itself and all its subcontractors compliance with all existing laws of the United States and the State of Indiana prohibiting the discrimination against any employee or applicant for employment or subcontract work in the performance of the Work contemplated by the Agreement with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment or subcontracting because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. The City of Carmel reserves the right to collect a penalty as provided in IC 5-16-6-1 for any person discriminated against.
- 7.2 The Bidder certifies that he/she has thoroughly examined the site of the Project/Work and informed himself/herself fully regarding all conditions under which he/she will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. The Bidder further certifies that he/she has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.

PART 8
NON-COLLUSION AFFIDAVIT

The individual person(s) executing this Bid Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other Bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from Bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

PART 9
SIGNATURES

*[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations Document. **SIGNATURE MUST BE PROPERLY NOTARIZED.**]*

Bidders Name: Rieth-Riley Construction Co., Inc
Written Signature: 
Printed Name: Eric W Jordan
Title: Sales Manager

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS.

COUNTY OF Marion

Subscribed and sworn to before me this 15 day of February, 2023.

My commission expires: 12/20/2029

(Signed) 

Printed: Lisa Bender

Residing in Marion

County, State of Indiana



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
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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.

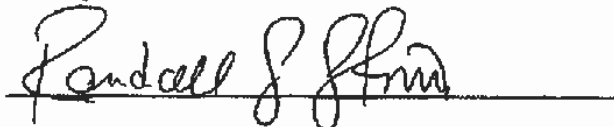
FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 23rd day of February, 20 22.



Printed: Randall 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.



Printed: Randall S. Stine, Regional VP Central IN

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

108543

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
2/20/2023			00350596	20-ENG-04 Road Improvements College Ave - 96th to 106th Street - Construction (Des. 2201338)
RIETH-RILEY CONSTRUCTION CO INC			City Engineering's Office	
VENDOR PO BOX 276			SHIP TO 1 Civic Square	
INDIANAPOLIS, IN 46206 -			Carmel, IN 46032-	
			Laurie Slick	
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
74358				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2020 Road Bond

Account: 44-628.71

1 Each

20-ENG-04 Road Improvements College Ave - 96th to 106th Street - Construction (Des. 2201338)

Sub Total \$13,585,815.00



Send Invoice To:

Jill Newport
CrossRoad Engineers, PC
115 N. 17th Avenue
Beech Grove, IN 46107

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

\$13,585,815.00

* 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. **108543**

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 The Etica Group, Inc. (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 2200 0 44-628.71 2022 Bond 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 One Hundred Seventy One Thousand Dollars (\$171,000.00) (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)

- and aggregate)
- D. Worker's Compensation & Disability Statutory
- 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
Engineering Department
One Civic Square
Carmel, Indiana 46032

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

PROFESSIONAL:

The Etica Group, Inc.
8720 Castle Creek Pkwy East, Suite 400
Indianapolis, Indiana 46250

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.

The Etica Group, Inc.
Engineering Department - 2023
Appropriation #2200 0 44-628.71 2022 Bond Fund; P.O.#108551
Contract Not To Exceed \$171,000.00

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: _____

The Etica Group, Inc.

BY:



Authorized Signature

Printed Name: Jessica Nickloy

Title: President/CEO

FID/TIN: _____

Date: 2/23/2023



Corporate Office
8720 Castle Creek Pkwy E. Drive
Indianapolis, IN 46250
www.eticagroup.com
Certified WBE | DBE

February 16, 2023

Mr. Chris Ogg, PE
Assistant City Engineer
City of Carmel
One Civic Square
Carmel, IN 46032

**Re.: 116th Street Path Design
Michigan Road to Towne Road**

Dear Mr. Ogg:

The Etica Group, Inc. is pleased to submit this updated proposal to complete the design of the 116th Street path from Michigan Road to Towne Road. We have revised the proposal based on the comments you provided.

We appreciate the opportunity to continue our work on this project and look forward to providing the highest quality of professional services in working with the City of Carmel.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Kevin L. Miller".

Kevin L. Miller, PE
Director of Engineering Services

Enclosures

cc: file

SCOPE OF SERVICES AND FEE PROPOSAL



TRAIL DESIGN SERVICES

116th Street Trail Michigan Road to Towne Road

City of Carmel

February 16, 2023

I. Project Description

- A. This project includes tasks to update/complete the design of the 116th Street Path from Michigan Road to Towne Road as detailed in the scope below. Approximately 30% of the previously completed trail alignment will be modified based on coordination with the City. Trail plans were completed to 90%, however approximately 30% of the trail alignment is being updated based on coordination with the City.

II. Survey Services

- A. Etica Group shall update the previously completed topographic survey for the following areas within the project limits.
 - 1. Area 1 - West Park completed a portion of trail on the north side of 116th Street. Survey will be updated to ensure the trail improvements associated with this project properly tie into the existing trail.
 - 2. Area 2 - The roundabout at Towne Rd was completed at the end of 2017. The west approach will be resurveyed to determine if a portion of the existing pavement can be removed along the south side of 116th Street, thus eliminating some utility conflicts as the proposed trail continues east to tie in at the roundabout.
 - 3. Area 3 - The Sanctuary at 116th subdivision developer constructed a section of trail along the neighborhood frontage. Survey of the trail improvements will be collected to ensure the proposed trail ties in properly with the previously constructed section of trail at the western edge of the subdivision property.
- B. Survey shall include distribution of survey notices, setting of horizontal and vertical control, Indiana 811 utility locate requests, topographic data collection and quality control of submittals.

III. Trail Design Services

- A. Review the existing trail design plans and coordinate with the City on any required revisions.
- B. The trail alignment will be revised at the following locations per the direction of the City.
 - 1. Michigan Road and the Boone/Hamilton County Line (approx. 700')
 - 2. West Road to approximately 800' east
 - 3. Tie-in point of mid-block crossing to existing West Park Trail
 - 4. Reconfigure the south edge of pavement and curb line of 116th Street on the west approach to the Towne Road Roundabout (approx. 250')
- C. Trail profile grades from the previously completed 90% plans will be reviewed and adjusted as necessary throughout the project. Modular block walls and pedestrian handrails will be included where required.
- D. Drainage of existing ditches will be perpetuated as necessary in accordance with City of Carmel Stormwater Technical Standards.

- E. Etica Group shall make the following design plan submissions in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: City of Carmel Construction and Design Standards, American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any.

1. Final Plans (90%)
2. Bid Plans (100%)

- F. Plan elements shall generally include the following:

1. Title Sheet
2. Index Sheet
3. Typical Cross Sections
4. Traffic Maintenance Details
5. Plan & Profile Sheets
6. Construction Details
7. Spot Elevation Details
8. Erosion Control Details
9. Summary Tables
10. Cross Sections

- G. Prepare and submit permit applications for the following:

1. Construction Stormwater General Permit
2. INDOT Right-of-Way Permit for trail construction at Michigan Road
3. Other applicable environmental permits (see Section VII.)

- H. Construction Documents shall generally include the following:

1. Final Design Plans
2. Bid quantity computations
3. Engineer's estimate of probable costs
4. Design calculations & documentation
5. Project special provisions

IV. Culvert Design Services

- A. Develop design plans and details for the culvert replacement on 116th Street in the vicinity of University High School. Culvert design services shall include:

1. Hydraulic analysis in accordance with City of Carmel Stormwater Technical Standards Manual.
2. Determine size and length of culvert required.
3. Construction plan details for culvert including wingwalls.
4. Include culvert pay items with trail bid quantities and cost estimate.

5. Drainage ditch is not a County legal drain, so no County Drainage Board review and approval is required. Scope assumes only City of Carmel approval.

V. Utility Coordination Services

- A. Utility Coordination with all utilities potentially affected by the proposed work that are currently listed on Indiana 811. The Indiana 811 ticket will be updated to ensure no new utilities are within the project area. Initial notices were previously sent to all utilities within the project area and are not included in this scope of work. Coordination will include:
 1. Location and Verification
 2. Conflict Review and Analysis
 3. Utility Work Plan Requests and Review
 4. Utility Recurring Special Provision
- B. This scope assumes active coordination will be on-going for the following periods.
 1. Design Phase Utility Coordination – 6 months
 2. Field Relocation Utility Coordination – 1 month (as necessary)
 3. Post-Bid Construction Utility Coordination – 3 months (as necessary)
- C. It is assumed that up to two (2) on-site utility coordination meetings will be attended during the design phase. Additionally, attendance of one (1) pre-construction meeting, one (1) pre-bid meeting are included. Active utility coordination includes up to two (2) on-site meetings with relocating utilities as necessary.
- D. Updated construction plans will be sent to each utility for conflict review along with a letter. All replies will be documented upon receipt and all conflicts will be coordinated with the design team.
- E. Coordination of Work Plan preparation from all utilities, regardless of whether they are impacted by the project or not.
- F. Review and coordination of Work Plan approvals from utilities impacted by the proposed project, and preparation of agreement documentation between the utility and the LPA.
- G. Up to two (2) utility relocations are included in the scope of work. Any additional utility relocations may require a supplemental. Etica Group will notify the LPA immediately if the need for more utility relocations is discovered.
- H. Active field utility coordination for oversight of relocating utilities prior to letting is estimated/included in this scope of services.
- I. Post-Letting Utility Coordination assumes 2 hours on-site as necessary every other week during an estimated three (3) month construction schedule.

VI. Geotechnical Services

- A. If necessary, Terracon shall provide geotechnical services in accordance with the attached fee justification to evaluate subsurface conditions for use in the design of the culvert replacement on 116th Street near University High School. Geotechnical services will only be performed upon written direction by the City of Carmel.

VII. Environmental Services

- A. Wetland delineation and regulatory permitting for the trail construction will be conducted in accordance with the attached scope of services from Compliance Field Services.

VIII. Right-of-Way Engineering Services

- A. Etica Group shall conduct title updates and prepare right-of-way plats and legal descriptions for parcels from which acquisition is required (estimated to be 14 parcels) in accordance with the attached fee justification.
- B. Development of right-of-way plans is not included in this scope of services.

IX. Bidding Services

- A. Etica Group shall provide bidding services including attendance of pre-bid meeting, responses to contractor's requests for information, contract revisions, evaluations of bids, and review of shop drawing submissions.

X. Additional Services

- A. Additional services shall only be performed upon written notice to proceed from the City of Carmel.

XI. Items Needed from Others

- A. Proposed plans for the signal and pedestrian improvements on the northeast corner of 116th Street at Michigan Road.

XII. Assumptions and Exclusions

- A. Land acquisition services for appraisal, review appraisal, buying, recording, etc. will be provided by others.
- B. No lighting or landscaping design is included.
- C. No Public Hearing will be required.
- D. Maintenance of traffic assumes full closure with detour plan.
- E. Subsurface Utility Engineering (SUE) will not be used.

- F. No design of new or relocated municipal water and sanitary sewer utility facilities will be required.

XIII. Schedule

- A. Survey, utility coordination, and environmental services will begin upon receipt of Notice to Proceed. The schedule for final design plans will be determined based on coordination with the City.

XIV. Compensation

The total not-to-exceed fee for services detailed herein is **\$171,000** based on the fee structure outlined below:

- A. The following items will be completed on a lump sum basis for a total fee of **\$94,750**.

1. Topographic Survey.....\$ 12,425
2. Trail Design Services.....\$ 44,590
3. Culvert Design Services.....\$ 10,660
4. Geotechnical Services (if necessary).....\$ 9,410
5. Environmental Services.....\$ 17,665

- B. The following tasks will be completed on an hourly, not-to-exceed total fee of **\$37,750**.

1. Utility Coordination.....\$ 22,900
2. Bidding Services.....\$ 4,850
3. Additional Services (as necessary).....\$ 10,000

- C. The following tasks will be completed on a per parcel basis for a fee of **\$38,500** based on the following unit prices per parcel. The total number of parcels is estimated to be fourteen (14).

1. Right-of-Way Engineering Services

- a. Title Updates (\$200/parcel @ 14 parcels).....\$2,800
- b. Right of Entry Exhibits (\$750/parcel @ 2 parcels).....\$1,500
- c. Right-of-Way Engineering (\$2,600 per parcel @ 8 parcels).....\$20,800
- d. Right-of-Way Engineering (\$1,000 per secondary parcel @ 5 parcels)....\$5,000
- e. Right-of-Way Staking (\$600 per parcel @14 parcels).....\$8,400



Manhour Fee Justification
116th St Path - Survey fee
City of Carmel

Client: City of Carmel
 Project: 116th Street Path
 Date: 11/18/2022

Prepared by: RJK
 Etica No.:

2022 Standard Rates

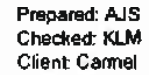
Topographic Survey (Area 1)							
Task	Task Budget	Sr. Project Manager	Project Surveyor	CAD Technician	Stew. Chief	Crew Chief	Title Researcher / Utility Specialist
Survey, Field Operations, Scheduling and Coordination	\$614	1	1	1	1		1
Survey Notices & Access	\$249		1				1
Horizontal & Vertical Control	\$614				4	3	
Indiana 811 Utility Locate Requests & Observations	\$249		1				1
Data Collection / Topographic Survey	\$1,323	1	2	3	4		
QC, Review, Field Check/Submitals	\$614	1	2			1	
Project Administration and Coordination	\$614	2	2				
Total Hours	34	5	9	4	9	4	3
Hourly Rate		\$206.16	\$135.24	\$128.55	\$115.13	\$115.13	\$113.32
Labor Total	\$4,599	\$1,031	\$1,217	\$514	\$1,036	\$461	\$340
Topographic Survey (Area 2)							
Survey Notices & Access	\$249		1				1
Horizontal & Vertical Control	\$614				4	3	
Indiana 811 Utility Locate Requests & Observations	\$249		1				1
Data Collection / Topographic Survey	\$1,662	1	2	4	6		
QC, Review, Field Check/Submitals	\$614	1	2			1	
Project Administration and Coordination	\$614	2	2				
Total Hours	32	4	8	4	10	4	2
Hourly Rate		\$206.16	\$135.24	\$128.55	\$115.13	\$115.13	\$113.32
Labor Total	\$4,259	\$825	\$1,082	\$514	\$1,151	\$461	\$227
Topographic Survey (Area 3)							
Survey Notices & Access	\$249		1				1
Horizontal & Vertical Control	\$614				3	2	
Indiana 811 Utility Locate Requests & Observations	\$249		1				1
Data Collection / Topographic Survey	\$1,072	1	1	3	3		
QC, Review, Field Check/Submitals	\$614	1	2			1	
Project Administration and Coordination	\$614	2	2				
Total Hours	25	4	3	3	6	3	2
Hourly Rate		\$206.16	\$135.24	\$128.55	\$115.13	\$115.13	\$113.32
Labor Total	\$3,420	\$825	\$947	\$386	\$691	\$346	\$227
Estimated Direct Expenses & Unit Pricing (If Required)							
Item	Task Budget	Quantity	Unit	Cost/Unit	Total Cost		
Mileage	\$147	300	Each	\$0.49	\$147.00		
Monthly Tariff or Laredo Surcharge for Research Documents	\$0		Each	\$89.00	0.00		
Postage, Plots & Research Documents (per parcel as required)	\$0		Each	\$6.00	0.00		
Other	\$0		Each	\$0.00	0.00		
Expenses Total	\$147				\$147.00		
GRAND TOTAL	\$11,242				\$11,242		



116th Street Trail
Engineering Design

Prepared JRE
Checked: KLM
Client: Carmel

Tasks	Etica Group, Inc. (WBE)					TOTALS
	Sr. Project Manager	Sr. Project Engineer	Project Engineer	CAD Tech	Clerical	
	\$ 206.16	\$ 161.44	\$ 146.86	\$ 128.55	\$ 98.85	
Project Management and Meetings						\$ 3,748.82
Project Management	4	2			4	10
Client Meetings (up to 3)	6	6				12
Trail Design Services						\$ 40,723.16
Review Previously Completed 90% Plans	2	8				10
Revise trail alignment per the City's direction (4 locations)	4	40		8		52
Review and update trail profile grade and add modular block walls where required	4	24		12		40
Review and update drainage elements to perpetuate existing flow	2	16		8		26
Prepare Final Plan Submission (90%)	4	16	32			52
Prepare/Coordinate INDOT R/W Permit		4	12			16
Address City Review Comments		8	16			24
Prepare Construction Documents Submission (100%)	4	12	24			40
Culvert Design Services						\$ 10,660.24
Conduct Hydraulic Analysis	4	32				36
Determine Size and Length of Culvert Required		4				4
Prepare Construction Plans Details including Win walls	2	12		8		22
Determine Bid Quantities		4				4
Bidding Services						\$ 4,847.04
Prebid Meeting	2	2				4
Contract Questions and Answers	2	6				8
Contract Revisions	1	4	4			9
Evaluation of Bids and Contract Award		2				2
Review submittals/shop drawings		6				6
TOTAL MANHOURS	41	208	88	36	4	377
HOURLY RATE	\$ 206.16	\$ 161.44	\$ 146.86	\$ 128.55	\$ 98.85	
TOTAL LABOR AMOUNT	\$ 8,452.56	\$ 33,579.52	\$ 12,923.68	\$ 4,627.80	\$ 395.40	\$ 59,978.96
REIMBURSABLES						
Mileage		250	Miles	\$ 0.49	per Mile	\$ 123
Printing, Reproductions, etc.						
TOTAL NOT TO EXCEED FEE (ROUNDED)						\$ 90,103



GEOTECH FEE JUSTIFICATION
116th Street Culvert Replacement
Carmel, IN
Terracon Proposal No. PCJ225518

EXPLORATORY FIELD ACTIVITIES

Test boring with SPT sampling, 0-50 ft	1 day	\$3,000.00 / day	3,000.00
Traffic control (flagmen)	1 day	\$2,500.00 / day	2,500.00
Boring layout, permits and utility coordination	8 hr	\$115.00 / hr	920.00
Per diem	day	\$90.00 / day	
Overnight living expense	night	\$230.00 / night	
		Subtotal	<u>6,420.00</u>

LABORATORY

Visual soil/rock classification, moisture content and hand penetrometer readings	1 hr	\$80.00 / hr	80.00
Atterberg limits	2 ea	\$100.00 / ea	200.00
Grain size analysis	ea	\$160.00 / ea	
Unconfined compression	2 ea	\$85.00 / ea	170.00
Standard Proctor	ea	\$160.00 / ea	
California bearing ratio (CBR)	ea	\$400.00 / ea	
Unit Weight	1 ea	\$40.00 / ea	40.00
Loss on Ignition	ea	\$50.00 / ea	
Pavement core logging, summary	ea	\$80.00 / ea	
		Subtotal	<u>\$490.00</u>

ENGINEERING

Report of results, discussion, and recommendations	1 LS	\$2,500.00 / LS	2,500.00
		Subtotal	<u>\$2,500.00</u>

Estimated Total \$ 9,410.00



ENVIRONMENTAL SCOPE OF SERVICES

- **Determination of Impacts**
 - + A routine wetland delineation and "Waters of the U.S." investigation will be completed to determine the presence of wetlands and waterways within the project area. CFS will also categorize, to the best of our knowledge and expertise, each wetland and waterway on their jurisdictional status as either Waters of the U.S. or State Regulated Waters. For State Regulated Waters, CFS will further classify each feature into Categories I, II, or III for the purposes of seeking exemptions and mitigation ratios. The results of this investigation will be summarized in a "Wetland Delineation and Waters of the U.S." report that will accompany all permitting documents.
 - + Once wetland boundaries have been verified, CFS will evaluate existing site conditions/impacts and roadway plans with the wetland delineation report to calculate overall project impacts to jurisdictional Waters of the U.S. and Indiana State Regulated Waters.
 - + The final impacts will be used to determine the permitting vehicle, as well as mitigation ratios and mitigation credits required for permit approval.
- **Agency Coordination**
 - + Once the jurisdictional status of each wetland and waterway found on-site, as noted in the "Wetland Delineation and Waters of the U.S." report and Jurisdictional Determination is determined, CFS will verify the classification of each State Regulated Water with IDEM to expedite the permitting process.
- **Section 401 Water Quality Certification**
 - + An IDEM Section 401 Water Quality Certification, Regional General Permit, is presumed necessary for the project due to the likely presence of isolated wetlands.
- **USACE Section 404 Permit**
 - + A Section 404 Nationwide Permit is presumed necessary for the project due to anticipated impacts to wetlands and jurisdictional waterways.
- An IDEM Construction Stormwater Permit will be obtained as more than one acre of ground will be disturbed. Coordination of the proposed erosion control plan and Stormwater Pollution Prevention Plan will occur with the Hamilton County Soil and Water Conservation District prior to the publication of the Notice of Intent and application to IDEM.
- A IDNR, Non-Modeling Construction in a Floodway Permit will be sought from the IDNR for the encroachment into the Long Branch floodway. If required by IDNR, a Woody Revegetation Plan will be developed for proposed project impacts to regulated floodways. Area within the right-of-way will be reviewed for opportunities. Should it be determined necessary to explore off-site mitigation sites, a change in scope may be necessary.

The need for an archaeological investigation of the project area is not anticipated. Should the USACE, through coordination with the IDNR, SHPO, determine that the potential for subsurface features exists, a supplemental will be required for the completion of archaeological investigations for permit approval.

Compliance Field Services, Inc.
MANHOOR JUSTIFICATION



Multi-use Path, Hamilton County, IN

Regulatory Permitting

Date: 11/21/22

WORK CLASSIFICATION	ESTIMATED TIME						
	Principal	Sr. Program Manager	Project Manager	Sr. Env Scientist	Env Scientist	Admin	TOTAL
Wetland Delineation							
Wetland Delineation			6	6			12
WOUS Report		2	24			2	28
IDEM Section 401 WQC							
IDEM RGP		2	8	16			26
USACE Section 404							
Nationwide Permit		2	8				10
IDNR CIF Permit							
Non-Modeling Permit		2	12	16			28
IDEM CSGP Permit							
SWPPP Preparation		2	24				26
Legal Publication			4			2	6
NOI Prep/Submittal			8				8
TOTAL HOURS	0	10	94	38	0	4	146
NEGOTIATED HOURLY RATE		\$ 175.00	\$ 130.00	\$ 77.00		\$ 65.00	
LABOR COST	\$ -	\$ 1,750.00	\$ 12,220.00	\$ 2,926.00	\$ -	\$ 260.00	\$ 17,156.00
DIRECT COSTS (see below)							\$ 508.00
TOTAL FEE							\$ 17,664.00

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel	\$ 0.58	100	\$ 58.00
IDEM CSGP Permit Fee	\$ 100.00	1	\$ 100.00
IDNR CIF Permit Fee	\$ 200.00	1	\$ 200.00
Publication fee	\$ 150.00	1	\$ 150.00
TOTAL			\$ 508.00



Title Updates, Right-of-Way Plat, and Legal Description Development
Fixed Unit Price Per Parcel

Client: City of Carmel
 Project: 116th St. Path
 Des No.: 16-ENG-67
 Date: 11/29/2022

Prepared by: BMS
 Checked by: RJK
 Pending: 160038.00 &
 160039.00

Right-of-Way Engineering

Right-of-Way Engineering Plat and Legal Description = \$2600 per parcel plat
 Right-of-Way Engineering Plat and Legal Description (Secondary Parcel) = \$1000 per parcel plat
 Right-of-Way Entry Exhibit = \$750 per parcel
 Right-of-Way Plan Staking = \$800 per parcel
 Title Search Updates = \$200 per parcel

Scope - Deliverables (INDOT Right-of-Way)

Right-of-Way Engineering (Plat, Legal Description and Documentation):

An exhibit showing the existing land with the proposed area to be acquired by the Governmental Entity. Etica Group will provide the client with a legal description describing the proposed area to be acquired. This task is based on a one-time submission. If the design is modified or revised after the submission, then this fee will be modified.

For additional parcels with common ownership, a secondary plat and legal description will be prepared.

For temporary access required, a right-of-entry exhibit only will be prepared for the Right-of-Way manager to secure with the property owner.

Staking Right-of-Way:

Staking parcels for proposed acquisition per INDOT Standards. Assumes 1 staking of each parcel.

Title & Encumbrance Report Updates

Will update T&E Reports completed in 2018 for changes in ownership and any additional encumbrances related to the property.

Schedule

The schedule will be determined after the Notice to Proceed (NTP) is granted.

Parcel No. Per Exhibit	Tax ID	Property Owner	County	T&E	Title Update	Right of Entry	Permanent RW	Secondary Parcel	RW Staking
13	06-08-36-000-040.000-006	Central Indiana Health Association, Inc.	Boone		1	1	1		1
16	29-09-31-000-025.001-018	McElroy	Hamilton		1		1		1
17	29-09-31-000-025.000-018	Bertoni	Hamilton		1		1		1
15A	29-09-31-008-026.000-018	Waterfront Homes, LLC	Hamilton		1	1			1
18	29-09-31-000-022.000-018	Karen D. Terry	Hamilton		1		1		1
19	29-09-31-000-021.000-018	Carl B. Terry & Ora Lee	Hamilton		1		1		1
24	29-13-05-000-001.103-018	University High School of Indiana	Hamilton		1		1		1
25	29-13-05-000-003.002-018	University High School of Indiana	Hamilton		1			1	1
27	29-13-05-000-003.000-018	University High School of Indiana	Hamilton		1			1	1
28	29-13-05-000-004.000-018	University High School of Indiana	Hamilton		1			1	1
29	29-13-05-000-005.000-018	University High School of Indiana	Hamilton		1			1	1
30	29-13-05-000-005.001-018	University High School of Indiana	Hamilton		1			1	1
31	29-13-05-000-006.000-018	Takayoshi	Hamilton		1		1		1
32	29-13-05-000-010.000-018	Carla Kilgore	Hamilton		1		1		1

Total Units	0	14	2	8	5	14
Unit Cost	\$	200.00	\$	750.00	\$	2,600.00
					\$	1,000.00
					\$	600.00
Total Cost	\$	2,800.00	\$	1,500.00	\$	20,800.00
Grand Total	\$	38,500.00			\$	5,000.00
					\$	8,400.00

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

Jessica Nickloy, 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
The Etica Group, Inc. (the "Employer")
in the position of President/CEO
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 22nd day of February, 2023.


Printed: Jessica Nickloy

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.



Kirsten M. Harwood
Printed: Kirsten M. Harwood

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

108551

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
2/21/2023			371824	22-ENG-02 - 116th St Path from Michigan Rd to Towne Rd - Design

THE ETICA GROUP, INC.		City Engineering's Office		
VENDOR	8720 CASTLE CREEK PKWY EAST	SHIP TO	1 Civic Square	
	SUITE 400		Carmel, IN 46032-	
	INDIANAPOLIS, IN 46250 -		Laurie Slick	

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
74368				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2022 Bond

Account: 44-628.71

1 Each

22-ENG-02 - 116th St Path from Michigan Rd to Towne Rd - Design

\$171,000.00 \$171,000.00

Sub Total \$171,000.00



Send Invoice To:

Jill Newport
CrossRoad Engineers, PC
115 N. 17th Avenue
Beech Grove, IN 46107

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

*SHIP PREPAID

*O.D. SHIPMENT CANNOT BE ACCEPTED

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 59, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$171,000.00

*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. **108551**

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email

CPD Horner 2-16-23

CFD Heavner 2-16-23

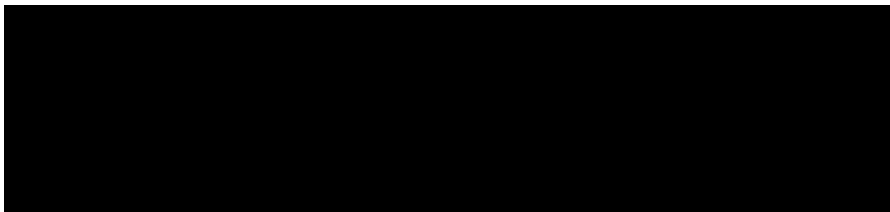
CRED Brewer 2-17-23

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Meg Osborne John Leonard



Name/Organization Artombilia - John Leonard

Address 200 S. Range Line Rd.

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

• Yes

No

Event/Use Purpose: Artomobilia - Shift Road Rally

Event Date

9/10/2023

End Date

9/10/2023

Number of People Expected: 50-75 cars

Set-Up Start time 06:00:00 AM

Tear Down End Time 10:00:00 AM

Event Start time:

06:00:00 AM

Event end time:

10:00:00 AM

Rehearsal

✓ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

YES

• **NO**

Requesting use/closure of 3rd Ave SW from City Center Dr to American Way North.

Description of Event:

Provide a brief description of event

Will not block garage entrances/exits.

SHIFT Road Rally

Expect 50-75 cars, arrive at 8 am, depart 9:15 am.

Attach additional pages if needed-SEE BELOW

Cars will load in from the south and leave to the north.

2023 Artomobilia Shift 01-04-23 a.pdf

Will serve coffee and donuts.

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT Will play music from a play list. No DJ or band.

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

CARTER GREEN (area between Palladium & theater building)

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO / LAWN

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.

• **Other**

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

✓ **ELECTRICITY**

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

✓ **JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply**

N/A

Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

FOOD SERVED (May be subject to Hamilton County Health Department inspection.)

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.

✓ **N/A**

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☒ **EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)**
EXTRA PATROL DURING EVENT (when available)
- ☒ **TRAFFIC CONTROL (Extra fees may apply)**
ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- ☒ **BARRICADES**
- ☒ **NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
N/A
- ☐ **Other**

Please note the number of NO PARKING SIGNS needed

50

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood 3rd Avenue SW: City Center Drive to American Way North
Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

2023 Artomobilia Shift 01-04-23 a.pdf

660.87KB

Type of Closure:

- ☐ Rolling closure
- ☒ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:



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SHIFT Road Rally (SEPTEMBER)

- @ Center for the Performing Arts
- Sunday, September 10, 2023
- 6am – 10am
- Road Closure: 3rd Ave
 - 3rd Avenue SW: City Center Drive to American Way North



ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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City of Carmel
Name of Organization/Applicant

*

Meg Gates Osborne

Signature of Authorized Agent/Applicant

Meg Gates Osborne
Printed Name and Title (If applicable)

*

meg@megpromo.com
Email (Required)

*

3175907522
Phone Number (Required)

1 Civic Square
Carmel, IN 46032
Address of Organization/Applicant

1/16/2023
Date

Public Use Policy *

☒ **By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Public Use Policy and agree to be bound by all the terms and conditions set forth therein.**

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

APPLICATION CHECKLIST (for use by City of Carmel)

Checklist

- ☐ Application completed in full
- ☐ Event narrative description included
- ☐ Maps attached, if applicable
- ☐ Vendor list attached, if applicable
- ☐ Security deposit or event fee received
- ☐ Certificate of Insurance received
- ☐ Communication plan to residents and/or businesses and/or copy of email correspondence to affected parties received
- ☐ HOA approval received

Applicable permit or approval copies received

- ☐ Hamilton County Health Department
- ☐ Hamilton County Sheriff
- ☐ City of Carmel Fire Marshal
- ☐ City of Carmel Police Department
- ☐ Carmel Clay Parks & Recreation

SUBMIT

CITY OF CARMEL, INDIANA

Chuck Lazzara approved use of Monon & Main Plaza for Artomobilia

INFORMATION

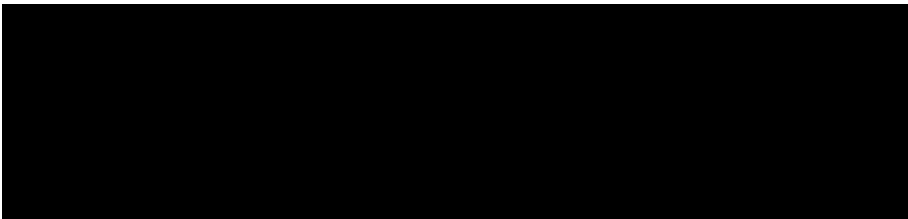
Reviewed/Approved via Email
CPD Horner 2-16-23

CFD Heavner 2-16-23 CRED Brewer 2-17-23

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Meg Gates Osborne John Leonard



Name/Organization: Artomobilia - John Leonard

Address 200 S. Range Line Rd.

City	State / Province / Region
Carmel	IN
Postal / Zip Code	Country
46032	United States

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

- Yes
- No

Event/Use Purpose: Artomobilia - Lotus- Palooza

Event Date	End Date
9/9/2023	9/9/2023

Number of People Expected: 20,000

Set-Up Start time 06:00:00 AM

Tear Down End Time 09:00:00 PM

Event Start time:

11:00:00 AM

Event end time:

06:00:00 PM

Rehearsal

✓ **NA**

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

YES

• **NO**

Description of Event:

Provide a brief description of event

Artomobilia - display of Lotus cars

Attach additional pages if needed-SEE BELOW

2023 Artomobilia LOTUS-PALOOZA 01-04-23 a.pdf 902.65KB

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

CARTER GREEN (area between Palladium & theater building)

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO / LAWN

JAPANESE GARDEN

✓ **MONON & MAIN PLAZA**

✓ **MIDTOWN PLAZA - Events must be free and open to the public.**

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.

Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

✓ **ELECTRICITY**

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply

N/A

Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

FOOD SERVED (May be subject to Hamilton County Health Department inspection.)

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.

✓ **N/A**

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☒ **EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)**
- ☒ **EXTRA PATROL DURING EVENT (when available)**
- ☒ **TRAFFIC CONTROL (Extra fees may apply)**
- ☒ **ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)**
- ☒ **BARRICADES**
- ☒ **NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
- ☐ **N/A**
- ☐ **Other**

Please note the number of NO PARKING SIGNS needed

20

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☐ **Stage**

Size of Stage

- ☐ **Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.**

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ **Bounce House**

☐ **N/A**

☐ **Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Around MidTown - see attached map
Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.
2023 Artomobilia LOTUS-PALOOZA 01-04-23 a.pdf 902.65KB

-Close south bound lane of Monon Blvd.
-Close both lanes at Elm going south
-Close Elm to Veterans Way
-May want to use sidewalk or bike path on east side of Monon. (CDixon explained ADA rules about sidewalk
-Will not use Midtown Plaza but may want to park a race car outside Sun King.
-Will NOT block any parking garage, business or apartment entrances (WILL NOT BLOCK HAPPY DOG HOTEL BUSINESS)
~

Type of Closure:

Rolling closure

☒ **Total closure**

Lane restrictions - explain below

☐ **Other - explain below**

N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:



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[illegible]

- # Lotus Palooza et AUTOMOBILIA



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City of Carmel
Name of Organization/Applicant

*

Meg Gates Osborne

Signature of Authorized Agent/Applicant

Meg Gates Osborne
Printed Name and Title (If applicable)

*

meg@megpromo.com
Email (Required)

*

317-590-7522
Phone Number (Required)

1 Civic Square
Carmel, IN 46032
Address of Organization/Applicant

1/15/2023
Date

Public Use Policy *

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GO TO SUBMIT TAB AND CLICK ON SUBMIT

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Approved this _____ day of _____, 20

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By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

INFORMATION

Approved/Reviewed via Email

CFD Heavner 2-16-23

Mayor approval email included 2-10-23

CPD Horner 2-16-23

CRED Brewer 2-17-23

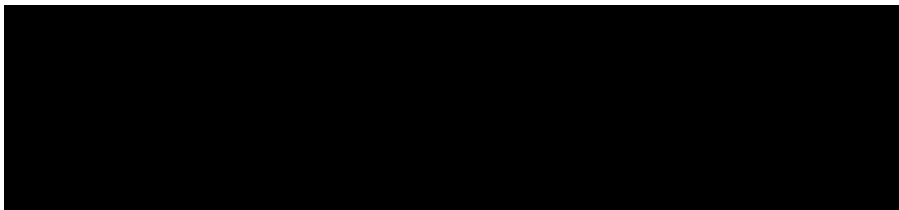
SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person

Meg Gates Osborne

John Leonard



Name/Organization:

Artomobilia - John Leonard

Address

200 S. Range Line Rd.

City

Carmel

State / Province / Region

IN

Postal / Zip Code

46032

Country

United States

Organization Type:

Non-Profit Organization

Residency/Location:

Do you reside or are you located within the Carmel city limits?

• Yes

No

Event/Use Purpose:

Artomobilia - Spring Rally

KEYSTONE 10000

Event Date

5/6/2023

End Date

5/6/2023

Number of People Expected: 500

Set-Up Start time

4:00:00 PM

Tear Down End Time

9:00 PM

Event Start time:

05:30:00 PM

Event end time:

09:00:00 PM

Rehearsal

✓ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

YES

• NO

EVENT DESCRIPTION

Road Rally will start elsewhere and arrive at 126th & Keystone at 5:30 pm.

Description of Event:

Provide a brief description of event

Spring Rally - Cars will park and have dinner

Attach additional pages if needed-SEE BELOW

Between 4-5 pm, a band and food trucks will arrive to set up on the 126th Street bridge.

Requesting to close on/off ramps of 126th/Keystone at 4 pm, reopen at 9 pm.

2023 Artomobilia Keystone 10000 01-04-23 a.pdf 986.24KB

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

Close 126 from High Dr. to Mohawk Hills.

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CARTER GREEN (area between Palladium & theater building)

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO / LAWN

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.

Other

Cars will park in Trinity Baptist Church parking lot and along 126th St.

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply

N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

✓ **FOOD SERVED (May be subject to Hamilton County Health Department inspection.) 3-4 food trucks**

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.

N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ✓ **EMERGENCY MEDICAL SERVICES (EMS)** (Extra fees may apply)
- ✓ **EXTRA PATROL DURING EVENT** (when available)
- ✓ **TRAFFIC CONTROL** (Extra fees may apply)
- ✓ **ONSITE SECURITY** (Assigned off-duty CPD officers, extra fees will apply)
- ✓ **BARRICADES**
- ✓ **NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
N/A
Other

Please note the number of NO PARKING SIGNS needed

50

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

• Stage

20 x 40 Stage at west end of bridge for a band.
Size of Stage

Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

Bounce House

N/A

Other

Party Time Rentals

Name of Merchants(s) doing the setup

3175362022

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be closed

Road Closure - 126th
Entrance Exits onto 126th Street
A26th Street - Mohawk Hills to High Drive
Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

2023 Artomobilia Keystone 10000 01-04-23 a.pdf 986.24KB

Type of Closure:

Rolling closure

- **Total closure**

Lane restrictions - explain below

Other - explain below

N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

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DISCLAIMER:

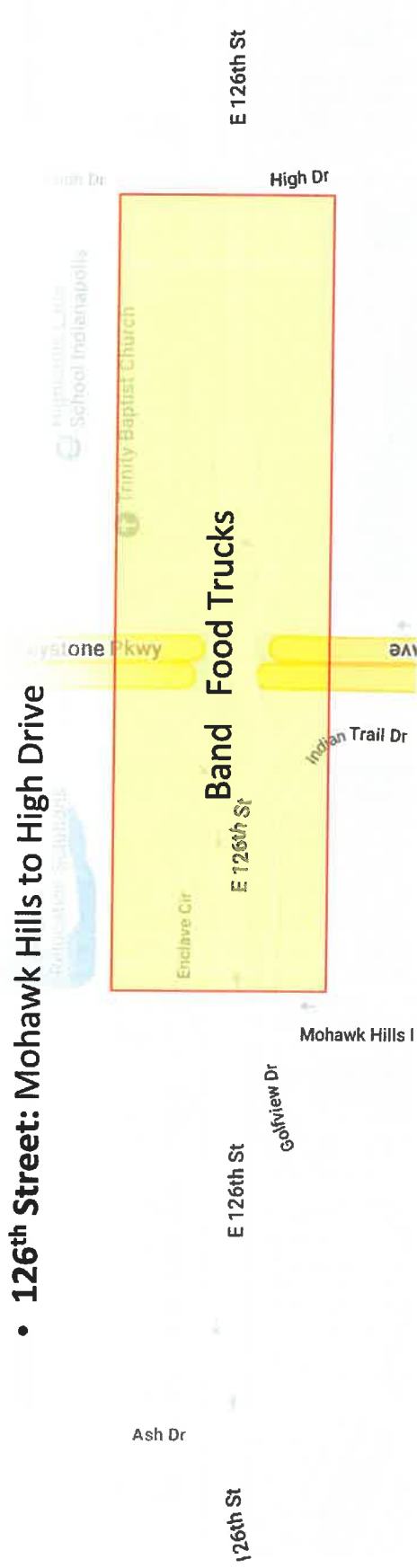


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BPW Needed

SPRING RALLY (MAY)

- Saturday, May 6, 2023
- 4pm – 9pm
- Road Closure: 126th Street
 - **Keystone:** Entrance/Exits onto 126th Street
 - **126th Street:** Mohawk Hills to High Drive



Parking along 126th west of bridge
Parking at Trinity Baptist Church parking lot

Dixon, Carol

From: Heck, Nancy S
Sent: Friday, February 10, 2023 12:49 PM
To: Meg Gates Osborne; 'John Leonard'; Dixon, Carol; Brewer, Melanie J
Subject: FW: Keystone 10000 - soon to be BPW request

The mayor has agreed for this to start the pre-BPW review process. We wanted to make sure the we had ironed out all our concerns prior to sending it through.

See below. The mayor also wanted to invite former mayors as it will be such a unique event for us.

p.s. [Watch the Ice at Carter Green LIVE!](#)

Nancy S. Heck
**Director of Community Relations
and Economic Development
City of Carmel
One Civic Square
Carmel, IN
(317) 571-2474**

From: Brainard, James C <JBrainard@carmel.in.gov>
Sent: Friday, February 10, 2023 12:31 PM
To: Heck, Nancy S <NHeck@carmel.in.gov>
Subject: Re: Keystone 10000 - soon to be BPW request

We may want to comp two VIP tickets each to the two living former mayors of Carmel. and, ensure they are introduced.

On Feb 10, 2023, at 9:09 AM, Heck, Nancy S <NHeck@carmel.in.gov> wrote:

Ok,
We will proceed with the review process based on this application information.

p.s. [Watch the Ice at Carter Green LIVE!](#)

Nancy S. Heck
**Director of Community Relations
and Economic Development
City of Carmel
One Civic Square
Carmel, IN
(317) 571-2474**

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

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City of Carmel
Name of Organization/Applicant

*

Meg Gates Osborne

Signature of Authorized Agent/Applicant

Meg Gstes Osborne
Printed Name and Title (If applicable)

*

meg@megpromo.com
Email (Required)

*

317-590-7522
Phone Number (Required)

1 Civic Square
Carmel, IN 46032
Address of Organization/Applicant

1/16/2023
Date

Public Use Policy *

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Public Use Policy Acknowledgement and Agreement (Required)

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CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

INFORMATION

Reviewed/Approved via Email
CPD Horner 2-15-23
CFD Heavner 2-15-23
CRED Brewer 2-16-23

SPECIAL EVENT / FACILITY USE REQUEST FOR

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person allison miller and Vesper Miller

Email amiller9757@gmail.com

Phone Number: 3178287520

Cell Number:

Name/Organization: Connections Club and Girl Scouts
of Carmel High School

Address

Street Address

5112 oriole dr

Address Line 2

City

CARMEL

Postal / Zip Code

46033

State / Province / Region

Indiana

Country

United States

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

• Yes

No

Event/Use Purpose: Battle of the bands music festival

Event Date

4/15/2023

End Date

4/15/2023

Number of People Expected: 300

Set-Up Start time 12:00:00 ~~AM~~ PM

Tear Down End Time 10:00:00 ~~AM~~ PM

Event Start time:
02:00:00 ~~AM~~ **PM**

Event end time:
07:00:00 ~~AM~~ **PM**

Rehearsal ☐ **NA**

Rehearsal Date: 4/9/2023

Rehearsal Start Time: 12:00:00 ~~AM~~ **PM**

Rehearsal End Time: 03:00:00 ~~AM~~ **PM**

Fees? Will a Fee be charged for this event? If yes, please describe below.
☐ **YES**
☒ **NO**

Description of Event: Provide a brief description of event
A typical movie esque battle of the bands featuring student performers, there will be food available for purchase and game booths on the lawn as well.
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

- FACILITY (S)
- ☐ **CARTER GREEN (area between Palladium & theater building)**
 - ☒ **CIVIC SQUARE FOUNTAIN AREA**
 - ☒ **CIVIC SQUARE GAZEBO / LAWN**
 - ☐ **JAPANESE GARDEN**
 - ☐ **MONON & MAIN PLAZA**
 - ☐ **MIDTOWN PLAZA - Events must be free and open to the public.**
 - ☐ **REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.**
 - ☐ **Other**

SPECIAL REQUESTS: Mark all that apply

- REQUESTS:
- ☒ **ELECTRICITY**
 - ☒ **FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO**
 - ☐ **JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply**
 - ☐ **N/A**
 - ☐ **Other**

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- ☐ **VENDORS PRESENT**
 - ☒ **FOOD SERVED (May be subject to Hamilton County Health Department inspection.)**
 - ☐ **ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.**
 - ☐ **N/A**

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☒ EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- ☒ EXTRA PATROL DURING EVENT (when available)
- ☒ TRAFFIC CONTROL (Extra fees may apply)
- ☒ ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- ☒ BARRICADES
- ☒ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☒ N/A
- ☒ Other

Please note the number of NO PARKING SIGNS needed

8

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☒ Stage

Size of Stage

- ☒ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

10x10

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☒ Bounce House

☒ N/A

☒ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Veterans way and Civic Square road
Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

mAP.jpg

83.11KB

Type of Closure:

- ☒ Rolling closure
- ☒ Total closure
- ☒ Lane restrictions - explain below
- ☒ Other - explain below
- ☒ N/A

Explain lane restrictions needed and other needed below:

X
X
X
X

[illegible]

X
X
X

Civic Sq

X = Close this portion of road

Booths on sidewalks -in ADA compliance
(around City Hall Lawn area and along
fountain sidewalk where road is closed.



Carmel Gazebo

Bands play in gazebo

Carmel City Hall



Veterans Wy

X
X

xx

X

X
X

X
X

X

X
X

X
X

X

X
X

X
X

X

X
X

X
X

X

X
X

	X	Y
1	1	1
2	1	2
3	1	3
4	1	4
5	1	5
6	1	6
7	1	7
8	1	8
9	1	9
10	2	1
11	2	2
12	2	3
13	2	4
14	2	5
15	2	6
16	2	7
17	2	8
18	2	9
19	3	1
20	3	2
21	3	3
22	3	4
23	3	5
24	3	6
25	3	7
26	3	8
27	3	9
28	4	1
29	4	2
30	4	3
31	4	4
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38	5	2
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40	5	4
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42	5	6
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46	6	1
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52	6	7
53	6	8
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57	7	3
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60	7	6
61	7	7
62	7	8
63	7	9
64	8	1
65	8	2
66	8	3
67	8	4
68	8	5
69	8	6
70	8	7
71	8	8
72	8	9
73	9	1
74	9	2
75	9	3
76	9	4
77	9	5
78	9	6
79	9	7
80	9	8
81	9	9

^
x

X
X

X
Y

—

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:



A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.

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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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Girl Scouts
Name of Organization/Applicant

*

Vesper Miller

Signature of Authorized Agent/Applicant

vesper Miller
Printed Name and Title (If applicable)

*

304-841-8444
Phone Number (Required)

5112 oriole dr
Address of Organization/Applicant

2/14/2023
Date

*

☒ I confirm that I am 18 years of age or older.

Public Use Policy *

☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Public Use Policy and agree to be bound by all the terms and conditions set forth therein.

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email

CPD Horner 2-16-23

CFD Heavner 2-16-23

CRED Brewer 2-17-23

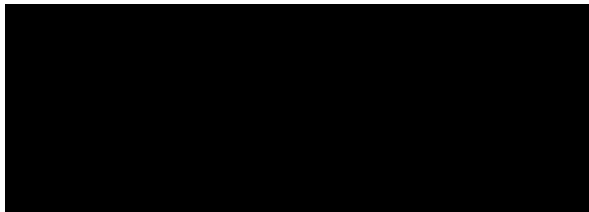
Center Perf Arts Adams 2-19-23

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Amanda Ahern



Name/Organization: Hotel Carmichael

Address
Street Address
1 Carmichael Square
Address Line 2
City
Carmel
Postal / Zip Code
46032

State / Province / Region
IN
Country
United States

Organization Type: For-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
☒ Yes
☐ No

Event/Use Purpose: Baker / Stradling Wedding Ceremony - NEW DATE

Event Date
9/16/2023
End Date
9/16/2023

Number of People Expected: 100

Set-Up Start time 02:00:00 PM

Tear Down End Time 08:00:00 PM

Event Start time:

05:00:00 PM

Event end time:

06:00:00 PM

Rehearsal

☐ NA

Rehearsal Date:

9/15/2023

Rehearsal 05:00:00 PM

Start Time:

Rehearsal 06:00:00 PM

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☒ YES

☐ NO

Fees (cont'd)

Purpose of fee

Chair Rental

Description of Event:

Provide a brief description of event

Wedding Ceremony for 100 people

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- ☐ CARTER GREEN (area between Palladium & theater building)
- ☐ CIVIC SQUARE FOUNTAIN AREA
- ☐ CIVIC SQUARE GAZEBO / LAWN
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☐ MIDDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- ☒ Other Palladium Paver Patio (East Patio)

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ☐ ELECTRICITY
- ☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
- ☒ N/A
- ☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
- ☐ FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- ☒ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- ☐ EXTRA PATROL DURING EVENT (when available)
- ☐ TRAFFIC CONTROL (Extra fees may apply)
- ☐ ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- ☐ BARRICADES
- ☐ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☒ N/A
- ☐ Other

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☐ Stage

Size of Stage

- ☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ Bounce House

☒ N/A

☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☒ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:



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Hotel Carmichael / Amanda Ahern
Name of Organization/Applicant

*

Amanda Ahern

Signature of Authorized Agent/Applicant

Amanda Ahern
Printed Name and Title (If applicable)

*

aahern@hotelcarmichael.com
Email (Required)

*

3176881578
Phone Number (Required)

1 Carmichael Sq
Carmel, IN 46032
Address of Organization/Applicant

1/11/2023
Date

Public Use Policy *

☒ **By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Public Use Policy and agree to be bound by all the terms and conditions set forth therein.**

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

INFORMATION

Resubmission due to
date changes.

Reviewed/Approved via Email
CPD Horner 2-9-23
CFD Heavner 2-9-23
CRED Brewer 2-22-23

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Karolyn Brumley

Email kbrumley@carmel.in.gov

Phone Number:

Cell Number:

Name/Organization: CRED

Address
Street Address
1 Civic Square
Address Line 2

City Carmel State / Province / Region IN
Postal / Zip Code 46032 Country United States

Organization Type: For-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

- Yes
- No

Event/Use Purpose: Provide free movies on the Midtown screen:
Tuesdays: noon and 6pm
Thursdays: 6pm

Beginning in May 2- Oct 31

Event Date 5/2/2023 End Date 10/31/2023

Number of People Expected: 100

Set-Up Start time

Tear Down End Time

Event Start time:

06:00:00 PM

Event end time:

08:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ YES

☒ NO

Description of Event:

Provide a brief description of event

Provide free movies on the Midtown screen:

Tuesdays: noon and 6pm

Thursdays: 6pm

Beginning in May 2- Oct 31

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- ☐ CARTER GREEN (area between Palladium & theater building)
- ☐ CIVIC SQUARE FOUNTAIN AREA
- ☐ CIVIC SQUARE GAZEBO / LAWN
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☒ MIDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- ☐ Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ☐ ELECTRICITY
- ☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
- ☐ N/A
- ☐ Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
- ☐ FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- ☒ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- ☐ EXTRA PATROL DURING EVENT (when available)
- ☐ TRAFFIC CONTROL (Extra fees may apply)
- ☐ ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- ☐ BARRICADES
- ☐ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☒ N/A
- ☐ Other

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☐ Stage

Size of Stage

- ☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ Bounce House

- N/A
- ☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood

Include addresses as appropriate

Name/Streets to be closed

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☒ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:



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CRED/ Karolyn Brumley
Name of Organization/Applicant

*

Karolyn Brumley

Signature of Authorized Agent/Applicant

Karolyn Brumley
Printed Name and Title (If applicable)

*

3175712460
Phone Number (Required)

1 Civic Square Carmel IN
Address of Organization/Applicant

2/7/2023
Date

*

✓ I confirm that I am 18 years of age or older.

Public Use Policy *

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CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

INFORMATION

Resubmission due
to date changes.

Reviewed/Approved via Email
CPD Horner 2-9-23
CFD Heavner 2-10-23
CRED Brewer 2-22-23

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Karolyn Brumley

Email kbrumley@carmel.in.gov

Phone Number:

Cell Number:

Name/Organization: CRED

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

☒ Yes

☐ No

Event/Use Purpose: Midtown Music Mondays:
• Every Monday (except holidays)
• Beginning May 1 – Oct 30
• Time: 5pm-7pm

Event Date

5/1/2023

End Date

10/30/2023

Number of People Expected: 100

Set-Up Start time

04:30:00 PM

Tear Down End Time 07:30:00 PM

Event Start time:

05:00:00 PM

Event end time:

07:00:00 PM

Rehearsal ☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☒ YES

☐ NO

Description of Event:

Provide a brief description of event

Midtown Music Mondays:

- Every Monday (except holidays)
- Beginning May 1 – Oct 30
- Time: 5pm-7pm

Free event for community!

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- ☐ CARTER GREEN (area between Palladium & theater building)
- ☐ CIVIC SQUARE FOUNTAIN AREA
- ☐ CIVIC SQUARE GAZEBO / LAWN
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☒ MIDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- ☐ Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ☒ ELECTRICITY
- ☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
- ☐ N/A
- ☐ Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ **VENDORS PRESENT**
- ☐ **FOOD SERVED** (May be subject to Hamilton County Health Department inspection.)
- ☐ **ALCOHOL SERVED** - Please see Section M under “General Terms and Conditions” in the Public Use Policy.
- ☒ **N/A**

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ **EMERGENCY MEDICAL SERVICES (EMS)** (Extra fees may apply)
- ☐ **EXTRA PATROL DURING EVENT** (when available)
- ☐ **TRAFFIC CONTROL** (Extra fees may apply)
- ☐ **ONSITE SECURITY** (Assigned off-duty CPD officers, extra fees will apply)
- ☐ **BARRICADES**
- ☐ **NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
- ☒ **N/A**
- ☐ **Other**

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☐ **Stage**

Size of Stage

- ☐ **Tent(s)** – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ **Bounce House**

- **N/A**
- ☐ **Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☒ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

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CRED/Karolyn Brumley
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Karolyn Brumley
Printed Name and Title (If applicable)

*

3175712460
Phone Number (Required)

1 Civic Square Carmel IN
Address of Organization/Applicant

2/7/2023
Date

*

☒ I confirm that I am 18 years of age or older.

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By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

Approved - Parks M Normand 2/16/23

CPD Horner 2-16-23

CFD Heavner 2-16-23

CRED Brewer 2-17-23

INFORMATION

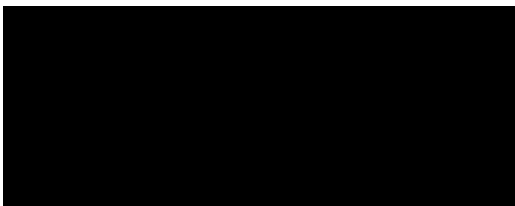
SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person

Thomas Gallagher



Name/Organization: Our Lady of Mount Carmel Catholic Church

Address

Street Address

14598 Oak Ridge Rd

Address Line 2

City

Carmel

State / Province / Region

IN

Postal / Zip Code

46032

Country

USA

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

• Yes

No

Event/Use Purpose: Religious procession from Our Lady of Mount Carmel and Elizabeth Seton churches to the Carter Green or Gazebo.

Event Date

6/11/2023

End Date

6/11/2023

Number of People Expected: 1,000

Set-Up Start time

09:00:00 AM

Tear Down End Time

07:00:00 PM

Event Start time:

01:30:00 PM

Event end time:

04:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ YES

☒ NO

Description of Event:

Provide a brief description of event

Church members will gather at Our Lady of Mount Carmel as well as Elizabeth Seton Catholic Church and process along public walkways (Our Lady of Mount Carmel will use the Monon Trail walking North to South through the Carmel Arts & Design District, while Elizabeth Seton will walk North through neighborhoods to 116th, West to Rangeline, North to Carmel Drive, and West to the Monon) to the Carter Green (1st preference) or the Gazebo (2nd preference). Upon arriving at the Carter Green or Gazebo, we will have a time of prayer in public. People will then dismiss from the Carter Green or Gazebo and return via public walkways or vehicles. We will have independently contracted buses to shuttle participants back to their respective churches from the Carter Green.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- ☒ CARTER GREEN (area between Palladium & theater building)
- ☐ CIVIC SQUARE FOUNTAIN AREA
- ☒ CIVIC SQUARE GAZEBO / LAWN
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☐ MIDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- ☒ Other 1st preference = Carter Green; 2nd preference = Gazebo

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ☐ ELECTRICITY
- ☒ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☒ JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
- ☐ N/A
- ☒ Other 1st preference = Carter Green; 2nd preference = Gazebo

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ **VENDORS PRESENT**
- ☐ **FOOD SERVED** (May be subject to Hamilton County Health Department inspection.)
- ☐ **ALCOHOL SERVED** - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- ☒ **N/A**

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☒ **EMERGENCY MEDICAL SERVICES (EMS)** (Extra fees may apply)
- ☐ **EXTRA PATROL DURING EVENT** (when available)
- ☒ **TRAFFIC CONTROL** (Extra fees may apply)
- ☒ **ONSITE SECURITY** (Assigned off-duty CPD officers, extra fees will apply)
- ☐ **BARRICADES**
- ☐ **NO PARKING SIGNS** (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☐ **N/A**
- ☐ **Other**

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

• **Stage**

12x12

Size of Stage

- ☐ **Tent(s)** – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- ☐ **Bounce House**
- ☐ **N/A**
- ☐ **Other**

Our Lady of Mount Carmel stage - if permissible to set up own stage
(A Classic if we must use a professional stage)

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood

Include addresses as appropriate

Name/Streets to be closed

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Route Map for June 11 Procession - OLMC to Carter
Green.png 1.33MB

Route Map for June 11 Procession - Seton to Carter
Green.png 865.52KB

Type of Closure:

- ☐ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☒ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

While we will be using the Monon from Our Lady of Mt Carmel to the Carter Green, it may be helpful/necessary for an officer to hold traffic at the street crossings for our group to cross the road as one. The procession from Elizabeth Seton would also need an officer to assist at street crossings when crossing 116th and crossing Rangeline. No assistance will be needed for the return trip to respective churches as we will have buses to shuttle participants back from the Carter Green or Gazebo.

SECURITY DEPOSIT AND FEE:



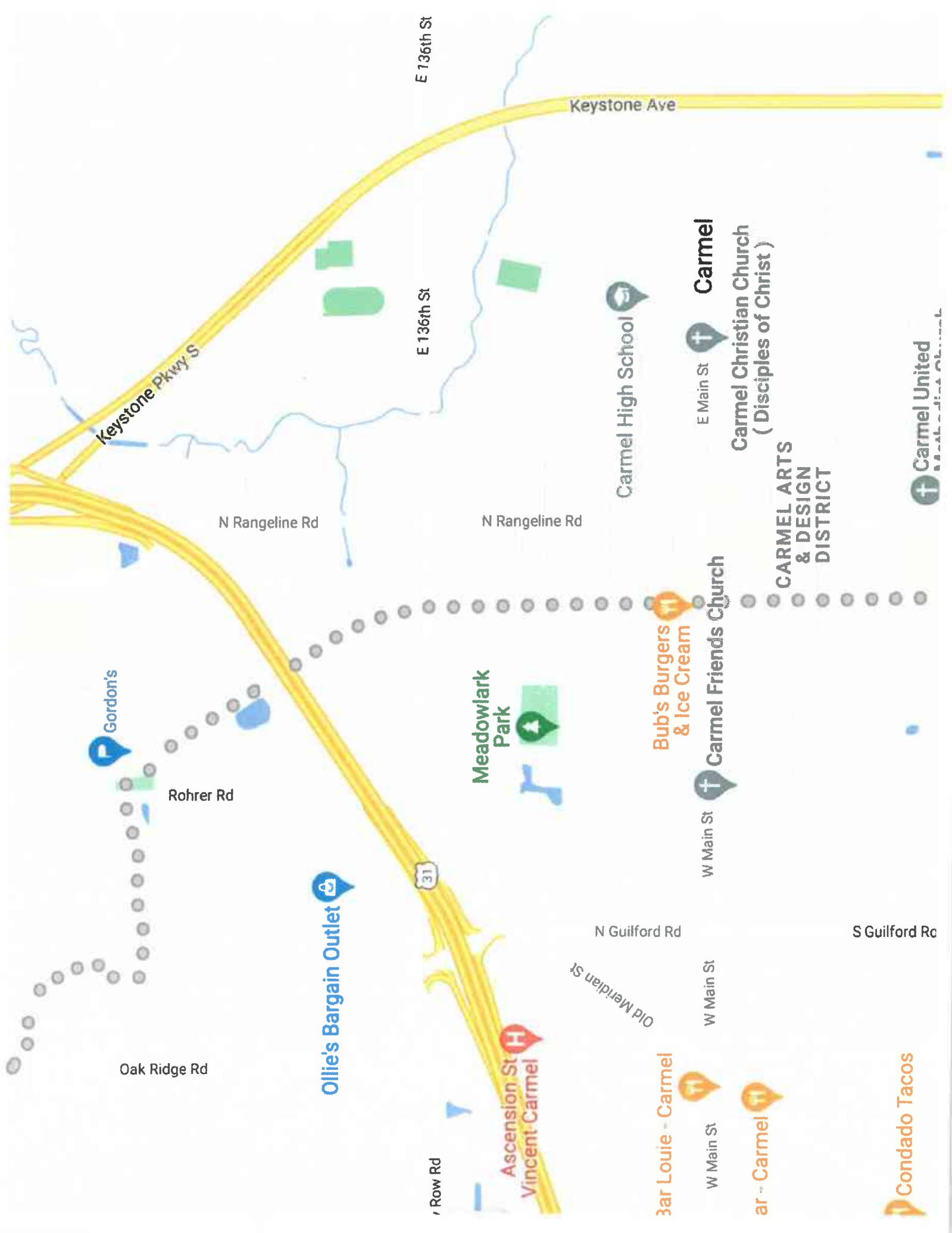
A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits must be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:



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Gordon's

Rohrer Rd

Oak Ridge Rd

Ollie's Bargain Outlet

E 136th St

E 136th St

Row Rd

Meadowlark Park

Ascension St
Vincent Carmel

Old Meridian St

N Guilford Rd

Bub's Burgers
& Ice Cream

Bar Louie - Carmel

ar - Carmel

W Main St

W Main St

E Main St

Carmel

Carmel Christian Church
(Disciples of Christ)

Carmel Friends Church

CARMEL ARTS
& DESIGN
DISTRICT

Condado Tacos

Carmel United



Carter Green

S Rangeline Rd

Kroger

ε Carmel Dr

Flix Brewhouse Carmel

Indianapolis Brazilian Jiu-Jitsu Academy

Westfield Blvd

St

1th St

Brookshire Golf Club

WOODLAND SPRINGS

EQ 16th St

Gray Rd

St. Elizabeth Seton Catholic Church

1 hr 17 min
3.8 miles

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Our Lady of Mount Carmel Catholic Church
Name of Organization/Applicant

*

Thomas Gallagher

Signature of Authorized Agent/Applicant

Thomas Gallagher - Director of
Evangelization
Printed Name and Title (If applicable)

*

7573298259
Phone Number (Required)

14598 Oak Ridge Rd, Carmel, IN 46032
Address of Organization/Applicant

1/30/2023
Date

*

☒ I confirm that I am 18 years of age or older.

Public Use Policy *

☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Public Use Policy and agree to be bound by all the terms and conditions set forth therein.

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email
CPD Horner 2-9-23
CFD Heavner 2-10-23
CRED Brewer 2-22-23

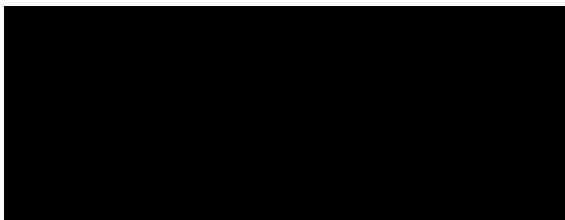
INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Tunde Onakoya



Name/Organization:

Address

Street Address

3204 Summerfield Circle

Address Line 2

City

Indianapolis

Postal / Zip Code

46214

State / Province / Region

IN

Country

Marian

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?

Yes

• **No**

Event/Use Purpose: We would like to use the gazebo for a wedding ceremony.

Event Date

6/16/2023

End Date

6/16/2023

Number of People Expected: 20

Set-Up Start time 03:00:00 PM

Tear Down End Time 06:00:00 PM

Event Start time:

04:00:00 PM

Event end time:

05:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ YES

☒ NO

Description of Event:

Provide a brief description of event

Intimate wedding ceremony only for 20 guests including the bride, groom, officiant, and photographer.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

☐ CARTER GREEN (area between Palladium & theater building)

☒ CIVIC SQUARE FOUNTAIN AREA

☒ CIVIC SQUARE GAZEBO / LAWN

☐ JAPANESE GARDEN

☐ MONON & MAIN PLAZA

☐ MIDTOWN PLAZA - Events must be free and open to the public.

☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.

☐ Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

☐ ELECTRICITY

☒ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

☐ JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply

☐ N/A

☐ Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

☐ VENDORS PRESENT

☐ FOOD SERVED (May be subject to Hamilton County Health Department inspection.)

☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.

☒ N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- ☐ EXTRA PATROL DURING EVENT (when available)
- ☐ TRAFFIC CONTROL (Extra fees may apply)
- ☐ ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- ☐ BARRICADES
- ☐ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☒ N/A
- ☐ Other

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☒ Stage

Size of Stage

- ☒ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☒ Bounce House

☐ N/A

- ☒ Other We will set up chairs on the gazebo

Violet Vintage Rentals

Name of Merchants(s) doing the setup

3175202929

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☒ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:



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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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Tunde Onakoya
Name of Organization/Applicant

*

Tunde Onakoya

Signature of Authorized Agent/Applicant

Tunde Onakoya
Printed Name and Title (If applicable)

*

3174574990
Phone Number (Required)

3204 Summerfield Circle Indianapolis, IN 46214
Address of Organization/Applicant

2/6/2023
Date

*

☒ I confirm that I am 18 years of age or older.

Public Use Policy *

☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") [Public Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email
CPD Horner 2-9-23
CFD Heavner 2-10-23
CRED Brewer 2-22-23

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Karolyn Brumley

Email kbrumley@carmel.in.gov

Phone Number:

Cell Number:

Name/Organization: CRED

Address
Street Address
1 Civic Square
Address Line 2

City

Carmel

Postal / Zip Code
46032

State / Province / Region

IN

Country

US

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

- Yes
- No

Event/Use Purpose: Enjoy art and shopping every Second Saturday in the Carmel Arts & Design District!
Visit the art galleries and businesses to enjoy their special offers, as well as special activities in the Arts & Design District such as live music and free art activities.

Meet Me on Main

March 11, 2023
April 8, 2023
May 13, 2023
June 10, 2023
July 8, 2023
August 12, 2023
September 9, 2023
October 14, 2023
November 11, 2023
December 9, 2023

Event Date

3/11/2023

End Date

12/9/2023

Number of People Expected: 150

Set-Up Start time

03:00:00 PM

Tear Down End Time

09:00:00 PM

Event Start time:

04:00:00 PM

Event end time:

08:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ YES

☐ NO

Description of Event:

Provide a brief description of event

Enjoy art and shopping every Second Saturday in the Carmel Arts & Design District!
Visit the art galleries and businesses to enjoy their special offers, as well as special activities in the Arts & Design District such as live music and free art activities.

March 11, 2023

April 8, 2023

May 13, 2023

June 10, 2023

July, 8, 2023

August 12, 2023

September 9, 2023

October 14, 2023

November 11, 2023

December 9, 2023

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- ☐ **CARTER GREEN (area between Palladium & theater building)**
- ☐ **CIVIC SQUARE FOUNTAIN AREA**
- ☐ **CIVIC SQUARE GAZEBO / LAWN**
- ☐ **JAPANESE GARDEN**
- ☐ **MONON & MAIN PLAZA**
- ☐ **MIDTOWN PLAZA - Events must be free and open to the public.**
- ☐ **REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.**
- ☐ **Other**

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ☐ **ELECTRICITY**
- ☐ **FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO**
- ☐ **JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply**
- ☐ **N/A**
- ☐ **Other**

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☒ **VENDORS PRESENT**
- ☐ **FOOD SERVED (May be subject to Hamilton County Health Department inspection.)**
- ☐ **ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.**
- ☐ **N/A**

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- ☐ EXTRA PATROL DURING EVENT (when available)
- ☐ TRAFFIC CONTROL (Extra fees may apply)
- ☐ ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- ☐ BARRICADES
- ☐ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☐ N/A
- ☐ Other

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☐ Stage

Size of Stage

- ☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ Bounce House

☐ N/A

☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

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CRED/ Karolyn Brumley
Name of Organization/Applicant

*

Karolyn Brumley

Signature of Authorized Agent/Applicant

Karolyn Brumley
Printed Name and Title (If applicable)

*

317-571-2406
Phone Number (Required)

1 Civic Square Carmel IN 46032
Address of Organization/Applicant

2/7/2023
Date

*

✓ I confirm that I am 18 years of age or older.

Public Use Policy *

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Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT



JAMES BRAINARD, MAYOR

February 20, 2023

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

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01, LANE RESTRICTION – DUKE ENERGY – EAST MAIN STREET

Dear Board Members:

Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions to install a new mid-span pole in the right of way on east Main Street. The new pole will be installed between 2 existing poles and is needed to maintain reliability of the existing aerial electric service (exhibits attached).

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing Improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

U-P: BREAKER AT CARMEL 146TH STREET (281) 1262 SUB
U-P: BREAKER NOBLESVILLE SOUTHWEST (450) 1224 SUB
U-P: PAD MOUNTED RECLOSER HMI-25848 FOR
U-P: NOBLESVILLE SOUTHWEST (450) 1224



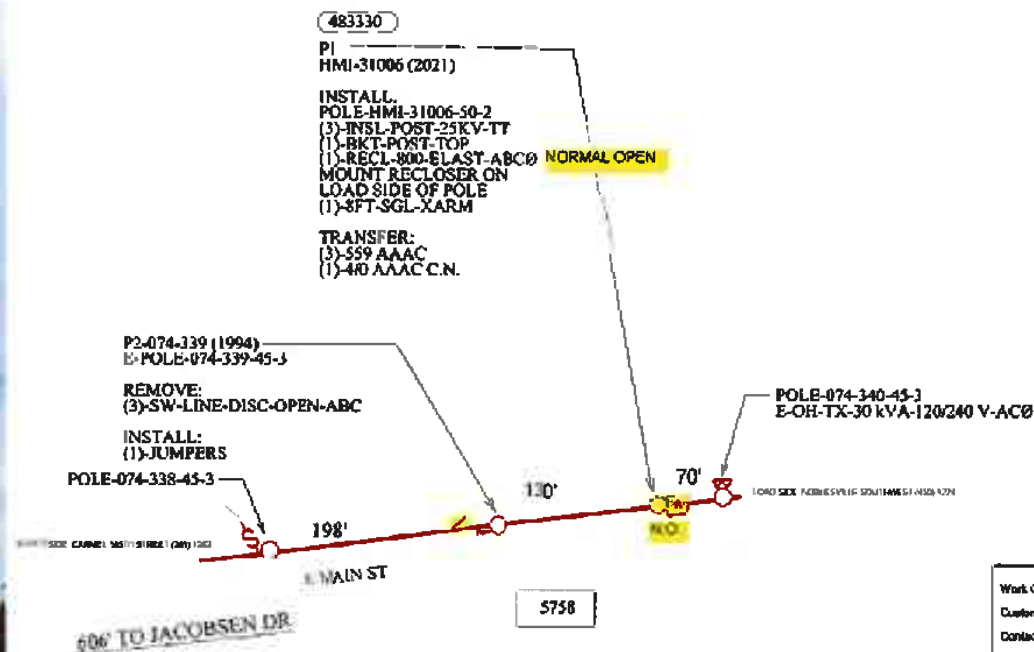
Safety Reminders / Adverse Conditions

7: OBSERVE ALL STANDING ORDERS
7: TRAFFIC FLAGGING REQUIRED
7:
7:



Work Zone General Comments:
TWO LANE ROAD

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to work being performed each day.



Work Order Number: 40093094
Customer/Contact: BRANDEN WESTENBERG
Contact Phone: 812-926-5303
Job Site Address: 5758 CANTIGNY WAY E
City: CARMEL
County: HAMILTON
State, Zip: IN, 46062
Designer: BELMOND KODJIO (KCD)
Designer Phone: 513-806-2620

CIRCLE ID: CARMEL 146TH ST REE27 1262
NOBLESVILLE SOUTHWEST 1224
Primary Voltage: 12.47/7 2 KV
Permit Required: Yes X No
Permit Type/No.:
Permit Type/No. 2:
Permit Type/No. 3:
Permit Type/No. 4:



JAMES BRAINARD, MAYOR

February 21, 2023

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

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01- DUKE ENERGY – 11204 WESTFIELD BLVD

Dear Board Members:

Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) to replace an existing pole in a rear yard easement at 11204 Westfield Blvd. The pole replacement is typical maintenance of the existing electric service in the area (exhibits attached).

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



U-P: Fuse on pole 087-069
U-P: Breaker at substation (Homeplace 430)
U-P:
U-P:
U-P:



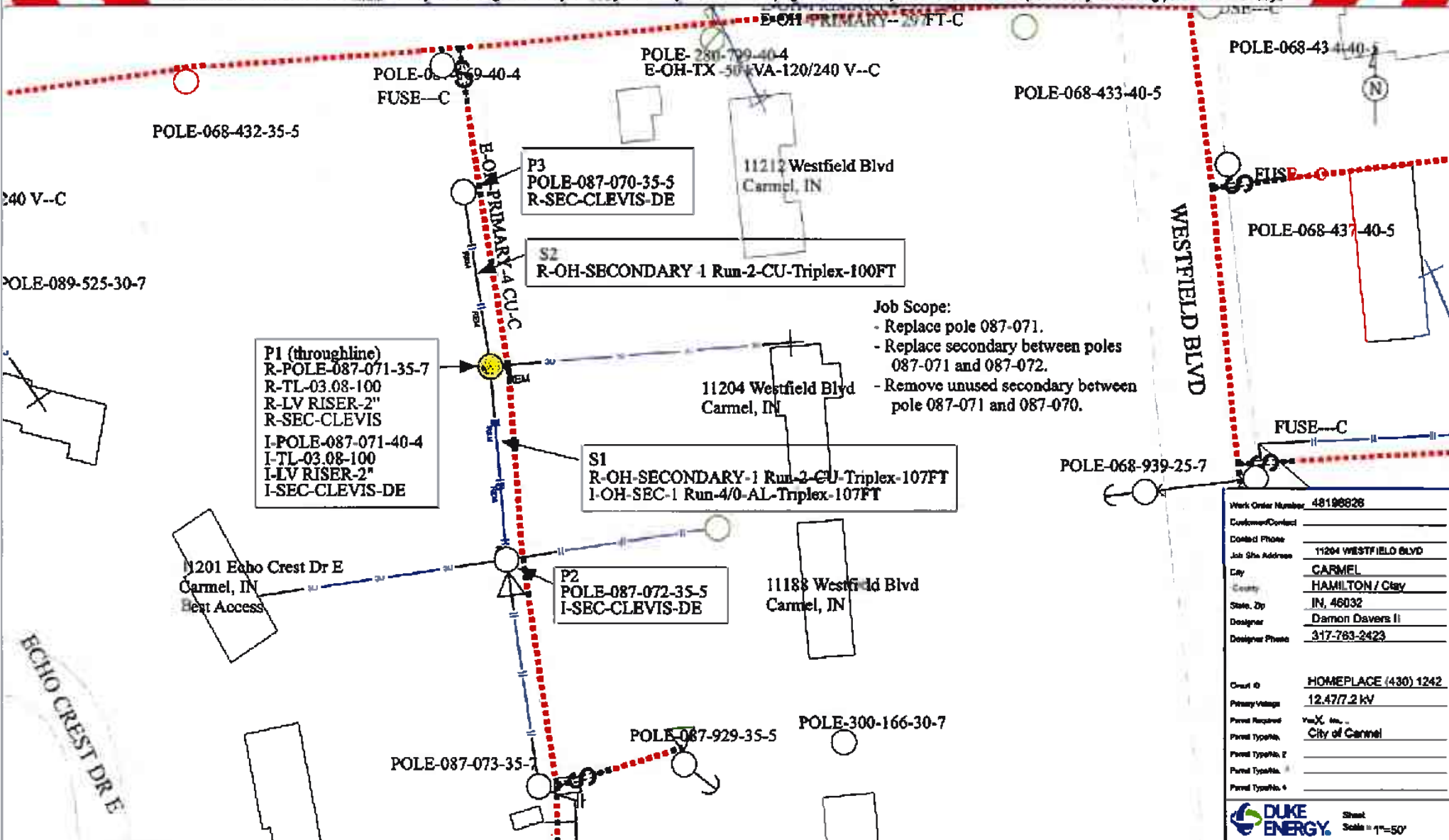
Safety Reminders / Adverse Conditions

?:
?:
?:

Work Zone General Comments:

n/a

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Job Scope:

- Replace pole 087-071.
- Replace secondary between poles 087-071 and 087-072.
- Remove unused secondary between pole 087-071 and 087-070.

Work Order Number	48198826
Customer/Contact	
Contact Phone	
Job Site Address	11204 WESTFIELD BLVD
City	CARMEL
County	HAMILTON / Clay
State, Zip	IN, 46032
Designer	Damon Davers II
Designer Phone	317-763-2423
Circuit ID	HOMEPLACE (430) 1242
Primary Voltage	12.47/7.2 kV
Panel Request	YesX, No...
Panel Type/No. 1	City of Carmel
Panel Type/No. 2	
Panel Type/No. 3	
Panel Type/No. 4	



Sheet
Scale = 1"=50'



JAMES BRAINARD, MAYOR

February 20, 2023

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

RE: ROAD CLOSURE, OPEN PAVEMENT CUT- JACKSON'S GRANT VILLAGE- 116TH STREET

Dear Board Members:

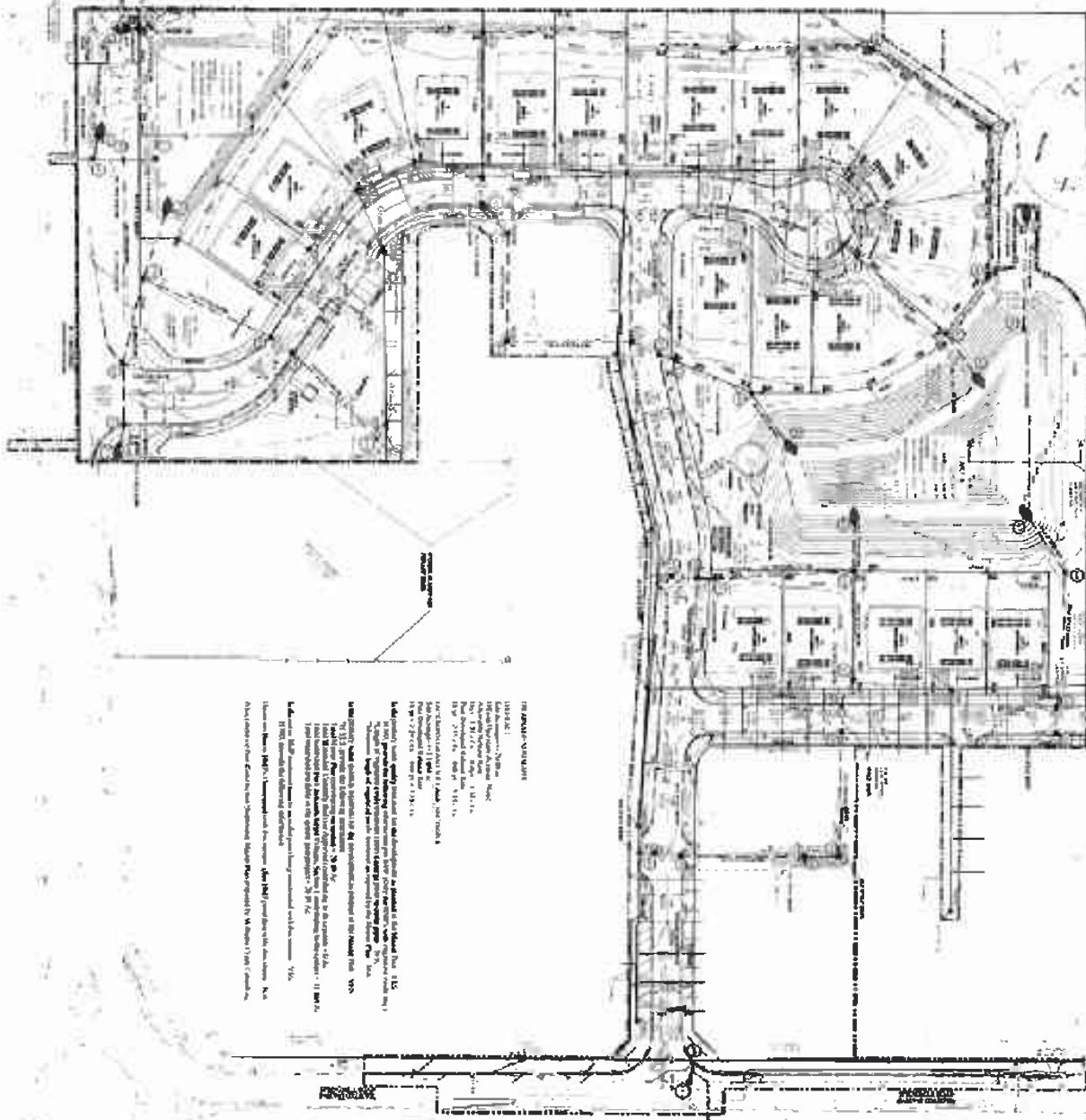
Brock Avery with Harvey Construction is requesting approval for a road closure and open pavement cuts on 116th Street near the Intersection with Temple Drive to install utilities for the Jackson's Grant Village project currently under construction (exhibit attached). The closure is expected to last 1 week with Spring Mill Road, Clay Center Rd and Main Street utilized as the detour routes.

The Department of Engineering recommends that the Board approve the requested street closure and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of a lane or sidewalk. Signage identifying the closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Emergency access to adjoining properties of the work site shall remain in place at all times. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.
- Construction in dedicated City Right-of-Way shall be restored in compliance with all City codes and standards.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



NOTES:
 1. ALL SETBACKS SHALL BE MEASURED FROM THE EXISTING GRADE.
 2. ALL SETBACKS SHALL BE MEASURED FROM THE EXISTING GRADE.
 3. ALL SETBACKS SHALL BE MEASURED FROM THE EXISTING GRADE.
 4. ALL SETBACKS SHALL BE MEASURED FROM THE EXISTING GRADE.
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 6. ALL SETBACKS SHALL BE MEASURED FROM THE EXISTING GRADE.
 7. ALL SETBACKS SHALL BE MEASURED FROM THE EXISTING GRADE.
 8. ALL SETBACKS SHALL BE MEASURED FROM THE EXISTING GRADE.
 9. ALL SETBACKS SHALL BE MEASURED FROM THE EXISTING GRADE.
 10. ALL SETBACKS SHALL BE MEASURED FROM THE EXISTING GRADE.



This plan was prepared by the undersigned professional engineer, who is duly licensed under the laws of the State of Indiana, and who is not providing engineering services to any other party in connection with this project. The undersigned professional engineer is not responsible for the accuracy of the information provided by others, nor for the consequences of any reliance on this information. The undersigned professional engineer is not responsible for the consequences of any reliance on this information.

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	08/20/2013	STOEPFELWERTH	STOEPFELWERTH
2	REVISION	08/20/2013	STOEPFELWERTH	STOEPFELWERTH
3	REVISION	08/20/2013	STOEPFELWERTH	STOEPFELWERTH
4	REVISION	08/20/2013	STOEPFELWERTH	STOEPFELWERTH
5	REVISION	08/20/2013	STOEPFELWERTH	STOEPFELWERTH
6	REVISION	08/20/2013	STOEPFELWERTH	STOEPFELWERTH
7	REVISION	08/20/2013	STOEPFELWERTH	STOEPFELWERTH
8	REVISION	08/20/2013	STOEPFELWERTH	STOEPFELWERTH
9	REVISION	08/20/2013	STOEPFELWERTH	STOEPFELWERTH
10	REVISION	08/20/2013	STOEPFELWERTH	STOEPFELWERTH



JAMES BRAINARD, MAYOR

February 21, 2023

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

RE: THE COURTYARDS OF CARMEL SECTION 3 - SECONDARY PLAT

Dear Board Members:

Brett Huff with Kimley Horn has requested the secondary plat for The Courtyards of Carmel Section 3 be placed on the Board of Public Works and Safety agenda for approval and signatures.

The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT