

**Board of Public Works and Safety Meeting**  
**Agenda**  
**Wednesday, May 17<sup>th</sup>, 2023 – 10:00 a.m.**  
**Council Chambers City Hall, One Civic Square**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the May 3<sup>rd</sup>, 2023, Regular Meeting**

**2. BID OPENING AND AWARD**

- a. **Bid Award for BPW 23-STR-05 Path Preservation; Matt Higginbotham, Street Commissioner**

**3. PERFORMANCE BOND REDUCTION APPROVAL REQUEST**

- a. **Resolution BPW 05-17-23-02; Ambleside Sections 1A / 1B; Street Signs; Platinum Properties Management Co.**
- b. **Resolution BPW 05-17-23-03; Sunrise on the Monon Please 5; Roadway Improvements; Sunrise Residential, LLC**

**4. CONTRACTS**

- a. **Request for Purchase of Goods and Services; College Avenue Design, LLC; (\$5,500.00); Art of Wine/Brews on the Blvd Entrance Display; Additional Services Amendment #2; Nancy Heck, Director of the Department of Community Relations**
- b. **Request for Purchase of Goods and Services; Tandem Mobility, LLC; (\$90,000.00); Renewal of Services for Bike Share Program; Amendment #1 to Master Services Agreement; Mike Hollibaugh, Director of Department of Community Services**
- c. **Request for Purchase of Goods and Services; Beam, Longest & Neff, LLC; (\$13,950.00); 20-ENG-12 Main Street Path; Jeremy Kashman, City Engineer**
- d. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$25,000.00); ROW Services; Additional Services Amendment #7; Jeremy Kashman, City Engineer**
- e. **Request for Purchase of Goods and Services; DLZ Indiana, LLC; (\$431,000.00); Design, ROW Engineering, Bid; Additional Services Amendment #2; Jeremy Kashman, City Engineer**
- f. **Request for Purchase of Goods and Services; GAI Consultants, Inc.; (\$242,790.00); 106<sup>th</sup> Street & Westfield Blvd RAB; Additional Services Amendment #2; Jeremy Kashman, City Engineer**
- g. **Request for Purchase of Goods and Services; The Taylor Realty Group, P.C., (\$9,630.00); Main Street Path; Jeremy Kashman, City Engineer**
- h. **Request for Purchase of Goods and Services; Gibson Teldata, Inc.; (\$156,377.25); 3-year Lease of Phone Equipment; Timothy Renick, Director of Information and Communication Systems**



- i. **Request for Purchase of Goods and Services; Officeworks Services, LLC; (\$84,500.00); Office Furniture and Fixtures; Additional Services Amendment;** Timothy Renick, Director of Information and Communication Systems
- j. **Request for Purchase of Goods and Services; Intera Incorporated; (\$33,963.00); Feasibility Production Well Study;** John Duffy, Director of the Department of Utilities
- k. **Request for Purchase of Goods and Services: Howard Asphalt, LLC; 23-STR-01 Paving Program; (\$15,070.00); Additional MOT for CC&T; CO #1;** Matt Higginbotham, Street Commissioner
- l. **Request for Purchase of Goods and Services: Howard Asphalt, LLC; 23-STR-01 Paving Program; (\$28,545.00); Additional Concrete; CO #2;** Matt Higginbotham, Street Commissioner
- m. **Request for Purchase of Goods and Services: Howard Asphalt, LLC: 23-STR-01 Paving Program; (\$77,625.00); Additional Plunge Mill Line Item; CO# 3** Matt Higginbotham, Street Commissioner

## **5. REQUEST TO USE CITY STREETS/PROPERTY**

- a. **Request to Use Carter Green; Wedding; September 16, 2023; 2:00 PM – 8:00 PM (Rehearsal September 15, 2023; 5:00 PM – 6:00 PM);** Amanda Ahern, Hotel Carmichael
- b. **Request to Use Carter Green; Wedding; July 29, 2023; 2:00 PM – 7:00 PM (Rehearsal July 28, 2023; 5:00 PM – 6:00 PM);** Amanda Ahern, Hotel Carmichael
- c. **Request to Use Midtown Plaza and Parking Spots; NBA Draft Viewing Party; June 23, 2023; 3:00 PM – 10:00 PM;** Taylar Thomas; Indiana Pacers
- d. **Request to Use Civic Square Gazebo; Yoga Event; June 20, 2023; 4:00 PM – 8:00 PM;** Parool Patel, Yoga 21
- e. **Request to Use Carter Green; Wedding; September 3, 2023; 1:00 PM – 11:00 PM (Rehearsal September 2, 2023; 4:00 PM – 5:00 PM);** Amanda Ahern, Hotel Carmichael
- f. **Request to Use Midtown Plaza; Outdoor Workouts; June 21, 2023 and July 19, 2023; 5:00 PM – 7:00 PM;** Jen Wilkins, Shred415

## **6. OTHER**

- a. **Request for Secondary Plat; 1<sup>st</sup> on Main;** Kreig Devault, LLP
- b. **Request for Open Pavement Cut and Lane Restriction; 431 E. Carmel Drive;** Bob Goins, Culver's
- c. **Request for Curb Cut and Curb Cut Vacation; 530 2<sup>nd</sup> Ave NE;** Wedgewood Builders
- d. **Request for Open Pavement Cut; 722 S Rangeline Road;** Denny Excavating
- e. **Request for Consent to Encroach and Variance; 1083 Serenity Court;** David & Joy Kain, Property Owners
- f. **Request for Stormwater Technical Standards Waiver; 1701 E. 116<sup>th</sup> Street;** Steven S. Rucker, Weihe Engineers
- g. **Request for Curb Cut; 9765 Towne Road;** Christopher Betelak, Property Owner
- h. **Request for Approval of Plat; INDOT Road Plans for RAB at 106<sup>th</sup> Street and Hazel Dell Parkway;** Jeremy Kashman, City Engineer
- i. **Resolution BPW 05-17-23-01; A Resolution of the Board of Public Works and Safety of the City of Carmel, Indiana, Approving the Transfer and Presentation of Pistol and Badge to Sergeant Phillip L. Hobson; 26 years of Meritorious Service;** Chief James Barlow, Carmel Police Department

## **7. ADJOURNMENT**



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2  
3 **Board of Public Works and Safety Meeting**  
4 **Minutes**  
5 **Wednesday, May 3, 2023 – 10:00 a.m.**  
6 **Council Chambers City Hall, One Civic Square**  
7

8  
9 **MEETING CALLED TO ORDER**

10  
11 *Mayor James Brainard called the meeting to order at 10:00 AM*  
12

13 **MEMBERS PRESENT**

14  
15 *Mayor James Brainard, Board Members Lori Watson and Mary Ann Burke, Chief Deputy Clerk Jacob*  
16 *Quinn and Deputy Clerk Jessica Komp were present.*  
17

18 **MINUTES**

19  
20 *Minutes from the April 19, 2023 Regular Meeting. Board Member Burke moved to approve. Board*  
21 *Member Watson seconded. Minutes were approved 3-0.*  
22

23 **BID OPENING AND AWARD**

24  
25 ***Bid Opening for BPW 23-STR-05 Path Preservation***

26 *Lori Watson opened the bids and Mayor Brainard read them aloud:*  
27

<b><u>Contractor</u></b>	<b><u>Quote</u></b>
Evans Development Company	\$304,850.00
All Star Paving	\$268,000.00

31  
32 ***Bid Award for Digester Gas Piping Replacement Project***

33 *Mike Hendricks, Assistant Utilities Director, recommended awarding the bid to Maddox Industrial, as*  
34 *they were the lowest, most responsive bidder. Board Member Burke moved to award the bid to Maddox*  
35 *Industrial in the amount of \$4,390,000.00. Board Member Watson seconded. Award approved 3-0.*  
36

37 **PERFORMANCE BOND RELEASE / REDUCTION APPROVAL REQUESTS**

38  
39 *Resolution BPW 05-03-23-01; Village of West Clay – Uptown Townhomes; Erosion Control; Board*  
40 *Member Burke moved to approve. Board Member Watson seconded. Resolution approved 3-0.*  
41

42 **CONTRACTS**

43  
44 *Request for Purchase of Goods and Services; Midwest Landscape Industries, Inc.; (\$25,504.00);*  
45 *Irrigation; Additional Services Amendment; Board Member Burke moved to approve. Board Member*  
46 *Watson seconded. Request approved 3-0.*  
47



48 *Request for Purchase of Goods and Services; Sexson Mechanical Company, LLC; (\$7,854.00);*  
49 *Maintenance Agreements – CSD & IDC; Additional Services Amendment; Board Member Burke*  
50 *moved to approve. Board Member Watson seconded. Request approved 3-0.*  
51  
52 *Request for Purchase of Goods and Services; StreetScan, Inc.; (\$36,965.00); Pavement Scanning &*  
53 *Software; Additional Services Amendment; Board Member Burke moved to approve. Board Member*  
54 *Watson seconded. Request approved 3-0.*  
55  
56 *Request for Purchase of Goods and Services; Lithko Restoration Technologies, LLC; (\$12,205.00);*  
57 *Sophia Square Waterproofing; CO #3; Board Member Burke moved to approve. Board Member*  
58 *Watson seconded. Request approved 3-0.*  
59  
60 *Request for Purchase of Goods and Services; Club Car, LLC; (\$36,353.00 per annum); GPS Lease;*  
61 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*  
62  
63 *Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$440,650.00); 22-ENG-06*  
64 *– Pennsylvania Street RAB – Design/Bid/Construction Inspection; Additional Services Amendment #8;*  
65 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*  
66  
67 *Resolution BPW 05-03-23-02; A Resolution of the City of Carmel Board of Public Works and Safety*  
68 *Acknowledging Agreement Between City and Vendor; Great GrowIN's, LLC; (\$14,595.00); IT Data*  
69 *Center Building Addition and Remodel – Landscaping; Board Member Burke moved to approve.*  
70 *Board Member Watson seconded. Resolution approved 3-0.*  
71  
72 *Request for Purchase of Goods and Services; MCCi; (\$1,043.84); Laserfiche Annual Subscription*  
73 *Renewal; Addendum #6 to Master Services Agreement 19555; Board Member Burke moved to*  
74 *approve. Board Member Watson seconded. Request approved 3-0.*  
75

76 **REQUEST TO USE CITY STREETS/PROPERTY**

77  
78 *Request to Use Sophia Square and Use/Close City Streets (Amended Request); Art of Wine; May 20,*  
79 *2023; 4:00 PM – 10:00 PM; Board Member Burke moved to approve. Board Member Watson seconded.*  
80 *Request approved 3-0.*  
81  
82 *Request to Use/Close City Streets and Use Midtown Plaza; Community Bicycle Event – Slow Roll*  
83 *Dinner Cruise; June 13, July 11, and August 8, 2023; 5:00 PM – 7:00 PM; Board Member Burke*  
84 *moved to approve. Board Member Watson seconded. Request approved 3-0.*  
85  
86 *Request to Use/Close City Streets and Use Carmel Elementary School Parking Lot; Community*  
87 *Bicycle Event – Family Fun Ride; May 13, June 10, July 8, and August 12, 2023; 7:00 AM – 12:00*  
88 *PM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*  
89  
90 *Request to Use Midtown Plaza and Use/Close City Streets; Midtown Block Party; May 13, 2023;*  
91 *10:00 AM – 8:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request*  
92 *approved 3-0.*  
93  
94 *Request to Use East Patio of Palladium; Wedding; September 14, 2024; 10:00 AM – 6:00 PM; Board*  
95 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*  
96  
97 *Request to Use Midtown Plaza; Field Trip to Watch Movie at Midtown; May 22, 2023; 12:00 PM –*  
98 *2:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved*  
99 *3-0.*



*Request to Use Base of South Palladium Steps and Use/Close Carter Green Loop; Center Celebration 2023; September 23, 2023; 9:00 AM – 9:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request to Use Civic Square Fountain Area/Gazebo/Lawn and Japanese Garden; Wedding; June 16, 2023; 3:00 PM – 8:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request to Use Carter Green/Civic Square Gazebo and Use/Close City Streets; National Night Out; August 1, 2023; 9:00 AM – 9:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request to Use Palladium Patio or Carter Green; Wedding; June 24, 2023; 2:00 PM – 6:30 PM (Rehearsal June 23, 2023; 5:00 PM – 6:00 PM); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request to Use Civic Square Gazebo/Lawn; Public Concert; June 24, 2023; 3:00 PM – 8:30 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request to Use Midtown Plaza; Indy 500 Promotional Event; May 18, 2023; 5:00 PM – 8:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request to Use/Close City Streets; Lakes at Hazel Dell Neighborhood HOA Camp Out; May 26-27, 2023; 3:00 PM – 8:00 AM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request to Use Civic Square Gazebo/Lawn; Wedding; July 7, 2023; 2:00 PM – 5:00 PM (Rehearsal July 6, 2023; 6:00 PM – 7:00 PM); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request to Use/Close City Streets; Company Opening Party; June 30, 2023; 4:00 PM – 11:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for EMS Services; Tennis Tournament at Carmel Racquet Club; July 1 – 3, 2023; 11:00 AM – 3:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

## **OTHER**

*Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restriction; 3428 East 106<sup>th</sup> Street; Board Member Burke moved to approve based on all conditions by City departments being met. Board Member Watson seconded. Request approved 3-0.*

*Request for Curb Cut; 4455 W. 126<sup>th</sup> Street; Board Member Burke moved to approve based on all conditions by City departments being met. Board Member Watson seconded. Request approved 3-0.*

*Request for Consent to Encroach and Variance; 1570 Jensen Drive; Board Member Burke moved to approve based on all conditions by City departments being met. Board Member Watson seconded. Request approved 3-0.*



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**ADD-ONS**

*Board Member Burke moved to add one add-on item to the agenda. Board Member Watson seconded. Approved 3-0.*

***Resolution BPW 05-03-23-03***

*A Resolution requesting the approval of the transfer and presentation of pistol and badge to Sergeant Michael L. Mabie, who is retiring from the Carmel Police Department on May 10, 2023, after more than 25 years of service; Deputy Chief Brady Myers, Carmel Police Department Presented by Sergey Grechukhin, Office of Corporation Counsel Board Member Burke moved to approve the resolution. Board Member Watson seconded. Resolution approved 3-0.*

**ADJOURNMENT**

*Mayor James Brainard adjourned the meeting at 10:07 a.m.*

**APPROVED:**

\_\_\_\_\_  
*Sue Wolfgang – City Clerk*

\_\_\_\_\_  
*Mayor James Brainard*

**ATTEST:**

\_\_\_\_\_  
*Sue Wolfgang – City Clerk*



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

Date: May 9, 2023

Resolution No: BPW-05-17-23-02

From: CITY ENGINEER

Principal: **Platinum Properties Management Co, LLC**

Surety: **Great American Insurance**

Board Members:

I have conducted final inspection at **Ambleside, Sections 1A & 1B** for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
1A Street Signs	3740013	\$3,000
1B Street Signs	4172848	\$2,000

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

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

<u>ITEM</u>	<u>AMOUNT</u>
Street Signs	\$500

APPROVED:

  
\_\_\_\_\_  
Jeremy Kashman, City Engineer

Be it resolved by the board of Public Works and Safety, City of Carmel, Indiana on this **17<sup>th</sup> day of May, 2023**, that the performance guarantee for **Ambleside, Sections 1A & 1B** listed above is accepted and released by the City of Carmel, Indiana subject to any conditions listed above.

Signed: \_\_\_\_\_ (Presiding Officer)

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member)

Board of Public Works and Safety



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

Date: May 9, 2023

Resolution No: BPW-05-17-23-03

From: CITY ENGINEER

Principal: **Sunrise Residential, LLC**

Surety: **NGM Insurance Company**

Board Members:

I have conducted final inspection at **Sunrise on the Monon, Phase 5** for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
ROADWAY IMPROVEMENTS	S-324502	\$105,796.00

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

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

<u>ITEM</u>	<u>AMOUNT</u>
ROADWAY IMPROVEMENTS	\$10,579.60

APPROVED:

  
\_\_\_\_\_  
Jeremy Kashman, City Engineer

Be it resolved by the board of Public Works and Safety, City of Carmel, Indiana on this **17<sup>th</sup> day of May, 2023**, that the performance guarantee for **Sunrise on the Monon, Phase 5** listed above is accepted and released by the City of Carmel, Indiana subject to any conditions listed above.

Signed: \_\_\_\_\_ (Presiding Officer)

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member)

Board of Public Works and Safety



**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 College Avenue Design, LLC d/b/a Sweet Event Planning, (the "Vendor"), as City Contract dated September 2, 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

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

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

\_\_\_\_\_  
Mary Ann Burke, Member

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

\_\_\_\_\_  
Lori S. Watson, Member

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

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

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

College Avenue Design, LLC d/b/a  
Sweet Event Planning

By:

Sondra Schwieterman  
Authorized Signature

Sondra Schwieterman  
Printed Name

Owner / Event Planner  
Title

FID/TIN: 47-3780127

Date: 5/5/2023





# QUOTE

3508 E Carmel Drive, Carmel IN 46033  
 (317) 657-8263  
 Sondra\_Schwieterman@outlook.com

**Date:** 4/9/2023

**To:**

City of Carmel  
 1 Civic Square  
 Carmel, IN 46032

Project	Quote Expires	Payment terms	Lead Time
Art of Wine/Brews on the Blvd Entrance Display	4/20/2023		4 weeks

Qty	Description	Unit price	Line total
1	Build display based on supplied photo. Includes sign, barrels, crates, flowers, bench. Includes wood lettering with wording, "Carmel Art of Wine" and "Brews on the Boulevard" Size: Approximately 9' tall. Main sign is approx. 6' wide.	\$5000.00	\$5000.00
1	Delivery/Installation/Tear down for both events	\$500.00	\$500.00
Subtotal			\$5500.00
Sales Tax			0.00
Total			\$5500.00

To accept this quotation, sign here and return: \_\_\_\_\_

Thank you for your business!



# 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

**109718**

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
5/3/2023			373677	DISPLAY FOR EVENTS

## SWEET EVENT PLANNING

VENDOR 3508 E CARMEL DR

CARMEL, IN 46033 -

## COMMUNITY RELATIONS

SHIP TO 1 CIVIC SQ  
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
77273				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each

DISPLAY FOR EVENTS

\$5,500.00  
Sub Total \$5,500.00



Send Invoice To:

COMMUNITY RELATIONS

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

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

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1941

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

TITLE

CONTROL NO. 109718

CONTROLLER

## PAYMENT

\$5,500.00

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

*Nancy S Heck*

Nancy Heck  
Director

*James Crider*

James Crider  
Director of Administration



AMENDMENT NO. 1  
TO MASTER SERVICES AGREEMENT  
BETWEEN  
CITY OF CARMEL, INDIANA  
AND  
TANDEM MOBILITY LLC

**APPROVED**  
By Sergey Grechukhin at 9:33 am, May 09, 2023

THE MASTER SERVICES AGREEMENT entered into effective February 3, 2021 (hereinafter the “Agreement”), by and between TANDEM MOBILITY LLC (hereinafter “Tandem”) and the CITY OF CARMEL, INDIANA (hereinafter “Carmel”) (Tandem and Carmel are hereinafter sometimes referred to individually as a “Party” and collectively as “Parties”), upon mutual consideration, the receipt and sufficiency of which is hereby acknowledged, is hereby amended effective as of the 5th day of May, 2023 (hereinafter the “Amendment Date”), as follows:

1. The Parties hereby agree to extend the Term of Tandem's Services, to begin on May 6, 2023, and expire on May 5, 2024 (the “Renewal Term”); and
2. Tandem will continue to provide the Tandem Service uninterrupted, as set forth in the Agreement, between the expiration of the Initial Term and execution of this Amendment No 1, provided this Amendment No 1 is fully executed by the Parties no later than 30 days from the Amendment Date date hereof.

All other terms and conditions of the Agreement shall remain in full force and will apply to this Amendment No. 1, as applicable. Capital terms not defined herein shall have the meaning and definition ascribed to them in the Agreement.

**TANDEM MOBILITY, LLC**

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

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

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



Date: \_\_\_\_\_, 202\_\_\_\_

**CITY OF CARMEL, INDIANA**

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

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

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

Date: \_\_\_\_\_, 202\_\_\_\_



Beam, Longest & Neff, LLC  
Engineering Department - 2023  
Appropriation #2200 0 44-628.71 2020 Road Bond Fund; P.O. #109730  
Contract Not To Exceed \$13,950.00  
Main Street Path – CCS Office to Badger Field; 20-ENG-12; Parcels #1 &2 - Appraisals & Buyer's Agent Services

**APPROVED**  
By Sergey Grechukhin at 12:21 pm, May 10, 2023

**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 Beam, Longest & Neff, LLC (the "Professional"), as City Contract dated April 3, 2023 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

Beam, Longest & Neff, LLC

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

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

\_\_\_\_\_  
Mary Ann Burke, Member

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

\_\_\_\_\_  
Lori S. Watson, Member

Date: 5/10/2023

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

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

By:

DocuSigned by:

James B. Longest  
\_\_\_\_\_  
Authorized Signature

James B. Longest

\_\_\_\_\_  
Printed Name

President

\_\_\_\_\_  
Title

FID/TIN: 35-2031487

Date: 5/10/2023



**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	<i>negotiated based upon complexity</i>
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.	\$1,205
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 Bait 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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**109730**

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
5/8/2023			00351110	20-ENG-12 - Appraisal & Buyer's Agent - Parcels 1&2

**BEAM, LONGEST & NEFF, LLC**  
VENDOR 8320 CRAIG STREET

INDIANAPOLIS, IN 46250 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
77405				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2020 Road Bond

Account: 44-628.71

1 Each

20-ENG-12 - Appraisal & Buyer's Agent - Parcels 1&2

\$13,950.00 \$13,950.00

Sub Total \$13,950.00



Send Invoice To:

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

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

**\$13,950.00**

\*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. **109730**



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

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

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

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

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

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

\_\_\_\_\_  
Mary Ann Burke, Member

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

\_\_\_\_\_  
Lori S. Watson, Member

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


ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

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

CrossRoad Engineers, P.C.

By:



\_\_\_\_\_  
Authorized Signature

Trent E. Newport

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

FID/TIN: 35-1963331

Date: 05/09/2023



Exhibit A

May 1, 2023



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

Re: 2022 Bond Projects  
Right of Way Services  
Fee Proposal

Dear Jeremy:

As we discussed, we have prepared this proposal to provide miscellaneous Right of Way Services for various 2022 Bond Projects as directed by your department. CrossRoad Engineers will provide these services in accordance with the previously approved contract #22-ENG-99 called Carmel 2022 Bond Program Management. All units cost items will be in accordance with said previous contract and are attached hereto for reference.

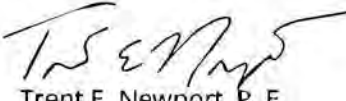
Per your direction, we are requesting a contract ceiling of \$25,000 against which we would invoice for the various above referenced projects.

We would like to thank you for this opportunity to continue our involvement in enhancing the City of Carmel and we appreciate the City's trust in our ability to provide these services. We look forward to working closely with you to make these 2022 Bond projects a success!

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

Sincerely,

CrossRoad Engineers, PC

  
Trent E. Newport, P. E.  
President



## EXHIBIT 2

# R/W ENGINEERING & ACQUISITION SERVICES

### SERVICES

If requested and if funded via a separate purchase order, CrossRoad Engineers, PC will provide R/W Engineering and Acquisition services for any right of way and/or easement parcels necessary for the construction of the projects included in the 2022 Bond Program. We will utilize subconsultants to provide some of these services. For example, title research and appraisal services will be subcontracted. Depending upon workloads, we will perform some of the buying functions in-house while some will be performed by subconsultants. The specific services included, as well as the proposed fees for those services, are listed below.

### FEES

#### **ABSTRACTING** <sup>(1)</sup>

Title & Encumbrance Report (20 year Residential)	\$ 400 Per Report
Title & Encumbrance Report (20 year Commercial)	\$ 475 Per Report
Title & Encumbrance Report (20 year Municipal)	\$ 525 Per Report
Temporary Report	\$ 150 Per Report
Title Update	\$ 200 Per Report

#### **RIGHT OF WAY ENGINEERING**

R/W Engineering (Platted Area)	\$ 900 Per Parcel
R/W Engineering (Non-Platted Area)	\$1,500 Per Parcel
Preparation of Land Plat	\$ 580 Per Parcel
Preparation of Legal Description	\$ 580 Per Description

#### **APPRAISAL PROBLEM ANALYSIS** <sup>(1)</sup>

Appraisal Problem Analysis	See Current INDOT Fee Schedule
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#### **APPRAISING** <sup>(1)</sup>

Appraisals	See Current INDOT Fee Schedule
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#### **REVIEW APPRAISING** <sup>(1)</sup>

Review Appraisals	See Current INDOT Fee Schedule
-------------------	--------------------------------

#### **BUYING** <sup>(1)</sup>

Buying	See Current INDOT Fee Schedule
--------	--------------------------------

Note: An OWNER-directed second or subsequent offer shall be considered a new parcel.



### **TITLE INSURANCE <sup>(1)</sup>**

Title Insurance Policy (parcels over \$25k) Actual Cost + 10%

### **DEED RECORDATION**

Deed Recordation (Includes Title and Document Review) \$ 350 Per Parcel

### **PARTIAL MORTGAGE RELEASE & RECORDATION <sup>(2)</sup>**

Partial Mortgage Release & Recordation Actual Cost + 10%

### **RIGHT OF WAY MANAGEMENT**

R/W Management See Current INDOT Fee Schedule

These fees shall be paid in accordance with the following partial payment schedule for locally funded projects:

R/W Management for Appraisal	60% of total fee per parcel
R/W Management for Buying	40% of total fee per parcel

These fees shall be paid in accordance with the following partial payment schedule for federally funded projects:

R/W Management for APA	5% of total fee per parcel
R/W Management for Appraisal	50% of total fee per parcel
R/W Management for Review Appraisal	20% of total fee per parcel
R/W Management for Buying	25% of total fee per parcel

### **R/W Staking <sup>(3)</sup>**

Right of Way Staking \$ 650 Per Parcel

### **Utility Staking <sup>(4)</sup>**

Right of Way Staking for Utilities Hourly Basis

<sup>(1)</sup> This is a subcontracted item and the fee shown here is estimated. The final cost will consist of the actual invoiced amounts from the subcontractor plus a 10% mark-up for task coordination and administrative efforts.

<sup>(2)</sup> These are fees that will be incurred for partial mortgage releases, recordings, etc., and the fee is unknown. The final cost will consist of the actual fees charged plus a 10% mark-up for task coordination and administrative efforts.

<sup>(3)</sup> CrossRoad Engineers will provide field staking for the proposed right-of-way and/or easement parcels if requested by the City or if requested by either the appraising or buying subconsultants providing services on any of the bond projects. This work will include adequate field staking to identify the proposed right-of-way and/or easements. Only those parcels actually staked will be invoiced.

<sup>(4)</sup> At the request of the City, we will provide any additional right of way staking that may be required by the various utility companies in order to expedite utility relocation efforts prior to construction within the bond areas. This field work for utility relocations will be provided on an hourly basis in accordance with our schedule of Hourly Billing Rates. Our current schedule is attached.



# 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

**108398**

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
1/6/2023			068025	Professional Services Agreement 6/1/22
CROSSROAD ENGINEERS, PC		City Engineering's Office		
VENDOR 115 N 17TH AVE		SHIP TO 1 Civic Square		
BEECH GROVE, IN 46107 -		Carmel, IN 46032-		
		Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73149				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2022 Bond

Account: 44-628.71

1 Each	ASA 7 - 22-ENG-99 - 2022 Bond Program Management	1,150,000.00	\$1,150,000.00
1 Each	ASA 7a- 22-ENG-99 - 2022 Bond Program Management - Right of Way Services	\$25,000.00	\$25,000.00
Sub Total			\$1,175,000.00



Send Invoice To:

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

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

**\$1,175,000.00**

\*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. **108398**



**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 DLZ Indiana, LLC (the "Professional"), as City Contract dated July 21, 2021 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

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

\_\_\_\_\_  
Mary Ann Burke, Member

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

\_\_\_\_\_  
Lori S. Watson, Member

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


ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

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

DLZ Indiana, LLC

By:

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Laurie D. Johnson, PE

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Title

FID/TIN: \_\_\_\_\_ 31-1741713

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Date: \_\_\_\_\_ 5/1/2023



## **EXHIBIT A**

### **SERVICES TO BE FURNISHED BY THE PROFESSIONAL**

#### **126<sup>th</sup> Street and River Road Roundabout Design**

DLZ Indiana, LLC (PROFESSIONAL) shall prepare Design Plans and Bid Documents for the 126<sup>th</sup> Street and River Road Roundabout Design along with trail extension towards the north to MacAlister Trace, thereby constituting the "Project".

This scope of services entails detailed design of the Project. Design plans will be in accordance with City of Carmel (CITY) Standard Drawings, including CITY's Roundabout design guide. In the absence of any CITY standards for any design element, the design shall conform to the latest version of the INDOT Specifications, Supplemental Specifications, Reoccurring Special Provisions, Standard Drawings and updates, American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets, 2011; NCHRP Report 672, Roundabouts: An informational Guide, Second Edition; Indiana Manual on Uniform Traffic Control Devices (IMUTCD) 2011; AASHTO Guide for the Development of Bicycle Facilities. The design will consist of asphalt pavement for the Roundabout. The project is 100% locally funded, including design and construction.

#### **A. PROJECT MANAGEMENT**

The PROFESSIONAL shall provide Project Management services including the following:

1. The PROFESSIONAL shall manage the activities described in this Scope of Work among the project team members. The PROFESSIONAL's project manager (PM) will be in charge of overall project management in addition to being the CITY's direct link to the design team for issues concerning administration and technical execution. The PM will be responsible for coordinating the activities of all SUBCONSULTANTS and acting as liaison between professional and any outside agencies and/or groups. The PM will also be responsible for maintaining schedule and budget.
2. The PROFESSIONAL shall coordinate and attend meetings with the CITY, as required, to facilitate the management of the project design elements. Meetings will be held to discuss technical issues requiring action by the CITY and other third parties. Meetings will be held with the CITY on an as-needed basis. The PROFESSIONAL will prepare minutes of all such meetings and distribute them to all participants. This scope of work includes a maximum of six (6) project progress meetings.

#### **B. TOPOGRAPHIC SURVEY**

The scope of services shall include:

1. Establish horizontal and vertical control throughout the project limits. Horizontal control will be based on the Indiana Coordinate System of 1983, East zone (NAD83). Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88).
2. Provide approximately 2,200 lineal feet of topographic mapping within the limits indicated in **Attachment A**. The width of the survey corridor will be 150 feet. The mapping will include features such as curbs, sidewalks, traffic poles, outline of landscape areas, outline of wooded areas, trees over 6" in diameter, etc.



3. Locate and provide rim elevations for castings (manholes, catch basins and curb inlets) within the project limits, including those just beyond the curb line.
4. Detail sanitary and storm structures to determine invert elevations, flow direction, type and size of pipes.
5. Known subsurface utilities will be depicted based on the field survey of surface markings provided by Indiana Underground Plant Protection Service.
6. Create topographic base map from the survey data.
7. Right of way/property lines based on available field investigation and recorded subdivision plats, apparent right of way will be shown for any areas lying outside of a subdivision. Lot lines will be depicted per the recorded subdivision plats or GIS information.

**B. LOCATION CONTROL ROUTE SURVEY PLATS**

DLZ will prepare a Location Control Route Survey Plats for recordation in accordance with Title 865 I.A.C. 1-12 (Rule 12). This plat will provide the necessary alignment, section corner and other title information needed for the preparation of Right of Way Parcel Plats and Descriptions. The plats will display alignment monumentation and reference ties to those monuments as well as coordinate values for random control and alignment points. DLZ will record these plats in the Hamilton County Recorder's Office.

**C. ROUNABOUT DESIGN AND PLANS**

The PROFESSIONAL will prepare a roundabout concept prior to starting the detailed design of the roundabout. The concept will be prepared utilizing the most recent traffic data, as provided by the City. A linear traffic growth rate of 1% and 2% per year (for sensitivity analysis) will be utilized and traffic projections for the 20-year design horizon (year 2044) will be made accordingly. The PROFESSIONAL shall utilize RODEL roundabout capacity analysis software for evaluating the design year roundabout capacity and for determining the lane requirements. PROFESSIONAL will present the concept with the design year lane requirements to the CITY and upon approval will proceed with the detailed design. The Project's design vehicle will be WB-50 (WB-65 will also be evaluated for thru movements on River Road).

The proposed roundabout will be designed with sidewalks and/or multi-use paths, as specified by the CITY. Crosswalks and ADA compliant ramps will be designed for each leg (at entry and exit locations). The design shall feature concrete curbs with an enclosed storm sewer network to provide drainage from the pavement areas. The PROFESSIONAL will analyze the existing contours and flow patterns to determine the appropriate outlets for the storm sewer system.

**D. DRAINAGE**

The proposed drainage design will follow the existing drainage patterns. Existing drainage on this intersection flows north of the intersection towards Vestal Ditch (Regulated Drain). The proposed drainage will outfall to the new enclosed storm (within the roundabout limits) or existing roadside ditches. Since the proposed project will increase the impervious drainage area, in-line detention may be required before the storm water can outlet into the existing ditch. The PROFESSIONAL shall evaluate in-line pipe detention requirements.

In addition, the design shall utilize Best Management Practices (BMP) and include water quality units, as approved by the Hamilton County Soil and Water District.



Hamilton County Surveyors Office (Drainage Board) permit will be required due to an increase of pervious surface area on the site. This will be mitigated by using detention at the required release rates in the County ordinance (0.1 cfs per acre up to the 10 year storm and 0.3 cfs per acre up to the 100 year storm). Detention may be in an above ground basin or in oversized pipes, as a part of the stormwater infrastructure. Furthermore, minor loss of floodplain storage due to fill will require compensatory storage volumes (not including those used for detention) at a 3:1 ratio for the fill used on the project. Calculations of modeling will be required and performed for both the detention and compensatory storage requirements.

#### **E. MULTIUSE PATH DESIGN**

The typical multiuse path section will consist of minimum of 8 foot or 10 foot (as Per CITY's direction) in width. Offset of the multiuse path from the existing roadway will depend on various factors, such as Right of Way constraints, embankment slopes, utility conflicts and presence of curb. The following will be considered:

1. 8-foot or 10-foot multiuse path with 5-foot buffer from the curb.
2. Maintenance of traffic during construction will be included, as needed.
3. Drainage design shall perpetuate existing drainage and utilizing existing yard drains, where feasible

#### **Path Extension over the Existing Bridge:**

At the existing bridge over Emily Vestal Ditch, a 5' sidewalk currently exists. Another 5' wide concrete slab will be added adjacent to this existing sidewalk to carry the multiuse path over the bridge. It is anticipated that the trail will be only on the east side of the roadway at this location.

The IDM recommends that railings adjacent to trails be 54-inches tall. To satisfy this criterion, the existing railing adjacent to the trail will be removed and replaced with a taller version of the TX railing. The existing bridge transition rails on the approach slabs will be maintained. DLZ will coordinate with Hamilton County to verify that the County does not object to the bridge modifications being proposed and identify any additional requirements the County may have for the proposed work. If the County requires work beyond what is noted herein, it will be considered additional services.

As a result of the additional load from the taller railing and additional sidewalk concrete, the PROFESSIONAL shall update the bridge load rating to incorporate the additional concrete dead load. The load rating will be performed using the AASHTO Ware load rating software BrR. The Owner shall provide DLZ with the existing load rating .xml file for the current bridge load rating.

#### **C. DESIGN SUBMITTALS**

The PROFESSIONAL will submit the design plans to the CITY for review at the following stages:

1. Conceptual Roundabout layout for approval.
2. Preliminary Plans Submittal (Approx. 60% plans).
3. Final Plans Plan Submittal (Approx. 95% plans).
4. Final Tracings Submittal.



#### **D. GEOTECHNICAL INVESTIGATION & PAVEMENT DESIGN**

As directed by the City, Geotechnical investigation is excluded from this scope of services, and CITY's standard pavement section will be utilized. Therefore, a pavement design will not be performed, and the PROFESSIONAL shall utilize the CITY's standard pavement section for "Urban Collector", as depicted in the CITY's standard Drawings.

#### **E. UTILITY COORDINATION**

The PROFESSIONAL shall perform the utility coordination as follows:

1. Distribute plans, after design approval, with tentative project schedule to utility company requesting submittal of relocation plans with estimated relocation schedule.
2. Arrange for and attend One (1) Utility coordination meeting at the CITY's office.
3. Coordinate with the utilities, as necessary, to obtain reimbursable utility agreements where applicable.
4. Process Work Plans and review relocation plans to verify that all conflicts are resolved. Written documentation is required for all utilities whether relocations are required or not.
5. Distribute written "notice to proceed" with approved utility relocation plans to the appropriate district office.
6. Prepare the Utility Coordination Certification. The Utility Coordination Certificate shall state the included relocation plans address the relocation of all facilities known to be in conflict with the project.

#### **F. ROUNDABOUT LIGHTING DESIGN**

The PROFESSIONAL shall prepare lighting plans for the roundabout. This task does not include any landscape lighting. The following constitutes the scope of lighting services:

1. Perform lighting design as per the CITY standards. The light fixture specification and types and to be provided by the CITY.
2. The PROFESSIONAL will develop a set of lighting plans for the Roundabout included in the Project. The lighting plans shall include lighting general notes, quantity sheets, plan sheets, details and circuit diagrams.
3. Coordinate with the electric company to determine proposed power service location(s).
4. CITY desires to utilize the standard light foundations, as specified in CITY's standard drawing. Foundation design or geotechnical investigation for the light pole foundations is not included in this scope.

#### **G. MAINTENANCE OF TRAFFIC (MOT) DESIGN**

The PROFESSIONAL shall prepare MOT plans for a detour. The intersection will be completely closed during construction.

#### **H. EROSION CONTROL PLAN & CSGP PERMIT**

This Project is expected to disturb more than one (1) acre of land, therefore a CSGP Permit will be required. The PROFESSIONAL is now required to analyze additional elements pertaining to storm water and impacts to Municipal Separate Storm Sewer Systems (MS4's). The PROFESSIONAL will analyze the pre-



construction of stormwater pollution prevention for the project, and then assess both the construction component of stormwater pollution prevention and the post-construction component.

The PROFESSIONAL will address the storm water pollution prevention process early in the design and incorporate Stormwater Quality Units, more commonly known as 'Best Management Practices' (BMP's), into our design. The goal is to make water quality planning a common and integrated part of this design and construction process, and not a result of a design. Therefore, the erosion control plans are initiated earlier in the design process and review meetings are scheduled throughout the design with the reviewing agency to discuss the projects particulars.

#### **I. HYDRAULIC ANALYSIS**

This project shall consist of the Hydraulic and Hydrologic Analysis of construction associated with a new roundabout and trail, and storm water discharge into Vestal Ditch. The PROFESSIONAL will use an existing HEC model for backwater calculations for the 100-year flood event while limiting backwater relative to the existing conditions. It is understood that the roundabout is not in the floodway, but much of the appurtenant features north of the intersection are within the floodway and will require modeling for a Construction in a Floodway permit.

Hydraulic analysis will include:

- Download, truncate and adjust existing HEC model (convert to HEC-RAS if necessary)
- Incorporate new survey into model
- Update model for proposed conditions
- Run Check-RAS as appropriate
- Prepare report and submittal documents.
- Submit report for review.

#### **J. PERMITS**

It is assumed that the following regulatory agency permits will be required for this project:

1. Hamilton County Surveyor's office, Legal Drain Outlet permit.
2. IDNR's Construction in a Floodway (CiF) permit
3. IDEM 401 Water Quality and Corps of Engineers Section 404 Clean Water Act.

The 401 and 404 permits will be submitted as a joint application (one set of documents) to these two respective agencies. The area of concern for these agencies is the Waters of the US or that area in the stream channel below the ordinary high water mark (OHWM).

The IDNR Construction in a Floodway permit will be filed based on the final hydraulics and submitted as a single application to the agency.

The PROFESSIONAL shall prepare and submit the afore-mentioned permits to the respective agencies for review and approval.



#### **K. WATERS OF THE US DETERMINATION**

Waters of the US Determination services for surface waters and wetlands will consist of a field reconnaissance of the project area to determine the presence of observable features that may meet the criteria for Waters of the US. A memorandum documenting the results of the field reconnaissance will be prepared.

#### **L. RIGHT OF WAY ENGINEERING AND SERVICES**

The following Right-of-Way Engineering services will be provided to secure the permanent and temporary right-of-way needed for this Project. A parcel take will be defined as any temporary or permanent right-of-way being acquired from a single existing property. This means a single existing property could have several parcel takes based on its configuration.

The PROFESSIONAL shall:

1. Determine the owners of properties located adjacent to and in the immediate area of the project alignment, along with the record deed description of those properties (Preliminary Abstracting). Preliminary Abstracting will include a title search, including a search for all mortgages, easements, liens, contract sales, judgments, other encumbrances and the current legal owner.
2. Provide descriptions for all parcel takings. The descriptions will be prepared and certified by an Indiana registered land surveyor.
3. Provide a plat reflecting take(s) for each affected property, for permanent takings. Each plat will include the following:
  - a. Total area before taking.
  - b. Existing Right-of-Way.
  - c. Area(s) of taking.
  - d. Area(s) of residue.
  - e. Existing Right-of-Way to be reacquired.
  - f. Sketch of the parcel take(s), drawn to scale, with the above data indicated thereon.
5. Provide a field stake-out marking the new Right-of-Way line for the various takings. The stake-out will be made using wooden hubs located at appropriate property lines and at other changes in bearing. It is assumed that the Right-of-Way staking will be required twice, once for the utility relocations and once for the Right-of-Way appraisers.

The PROFESSIONAL shall be available for assistance in interpretation of the Right-of-Way documents.

#### **M. BIDDING PHASE SERVICES**

The PROFESSIONAL will assemble the Bid Package including all specification, quantities and pay items for the Bid Documents. The CITY shall provide all upfront specification to be included in the Bid Document. If required, the PROFESSIONAL shall attend a Pre-Bid meeting and will also prepare One (1) Addenda and distribute to the known potential bidders. The PROFESSIONAL will also upload the final Construction Documents to Reprographix prior to the letting, and as directed by the CITY.



#### **N. PRE-CONSTRUCTION MEETING**

Following the award of the project by the CITY, the PROFESSIONAL shall attend a Pre-Construction Meeting, as arranged by the CITY or the Resident Project Engineer.

#### **O. CONSTRUCTION PHASE SERVICES**

The PROFESSIONAL will meet at the project site with the CITY or Resident Project Engineer, as required and as directed by the CITY, to assist in matters that may arise during the construction of the project for the duration of construction.

The PROFESSIONAL will make his services available to the CITY during the construction of the work for the interpretation of the plans where disagreement may arise, utility coordination during construction and for consultation during construction in the event unforeseen or unusual conditions arise.

Additionally, the PROFESSIONAL shall review or take other appropriate action upon the Contractor's submittals such as Working (shop) Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The PROFESSIONAL's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractors, while allowing sufficient time in the PROFESSIONAL's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract. The PROFESSIONAL's review shall not constitute approval of safety precautions or, of any construction means, methods, techniques, sequences or procedures. The PROFESSIONAL's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the PROFESSIONAL shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the PROFESSIONAL. The PROFESSIONAL shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

The construction phase services stated above shall be compensated at an hourly rate schedule in accordance with the rates presented in **Attachment A**.

#### **Q. ADDITIONAL SERVICES OF THE PROFESSIONAL**

If authorized in writing by the CITY through an executed supplemental agreement, PROFESSIONAL shall furnish, or obtain from others, Additional Services of the types listed in the following paragraphs. These Additional Services will be paid for by the CITY for a mutually agreed additional fee at a later date, as requested by the CITY or as necessitated by the project. The additional services that may be performed are included, but not limited to, the following:

1. Traffic data collection.



2. Landscaping and Irrigation design.
3. Drainage detention basin and/or expansion of existing detention basins or off-site drainage design.
4. As-built drawings.
5. Geotechnical Investigation and Pavement Design.
6. Roundabout Metering and Microsimulation analyses.
7. Any utility relocation design (including water and sanitary) and subsurface utility engineering.
8. Attendance or preparation for any public meeting or presentations.
9. Any bridge and retaining wall design.
10. Roundabout renderings.
11. Lighting design calculations and illumination level calculations.
12. Reports for Environmental Studies.
13. Phase IA Environmental Site Assessments for hazardous materials sites.
14. Preapplication permit scoping with the Corps of Engineers.
15. Preparation of a Waters of the US Determination Report.
16. Delineation of wetlands and/or surface waters.
17. Preapplication permit scoping with the Corps of Engineers.
18. Wetland Permitting and Wetland Mitigation Design Plans.
19. Annual mitigation monitoring, if required as a permit condition.
20. Floristic Quality Assessment, Threatened and Endangered Species Surveys.
21. Any Section 106 (Historic Property) Consultation or Investigations that may be requested by the Corps of Engineers during the permit process.
22. QHEI or HHEI stream assessments.
23. All activities and items associated with Right-of-Way Acquisition including but not limited to, appraising, review appraising, right-of-way acquisition coordination and management services.
24. Right of Way Acquisition services.
25. Construction Inspection and/or observation.

**R. INFORMATION AND SERVICES TO BE FURNISHED BY THE CITY**

The CITY shall furnish the PROFESSIONAL with the following:

1. Additional criteria for design and details for signs, roundabout, highway and structures such as grades, curves, sight distances, clearance, design loading, etc.
2. CITY specifications and standard drawings applicable to the project.
3. The light fixture type and standards to be used for lighting design.
4. City's utility line depths (water and Sanitary), as requested by the PROFESSIONAL to aid in performing the services stated in this scope of services.
5. Guarantee access to enter upon public and private lands as required for the PROFESSIONAL to perform work under this scope of services.
6. Right of Way Acquisition services.
7. CITY's upfront specifications for the contact document/bid book.

**S. FEE FOR SERVICES**

In consideration for the above, the PROFESSIONAL will be compensated a Not to Exceed total fee of **\$431,000.00**. Lump Sum fees will be billed monthly based on an approximate percentage of the work completed. A breakdown of fee is presented as follows:



<b>TASK DESCRIPTION</b>	<b>FEE</b>
Project Management	\$21,500.00
Survey	\$31,500.00
LCRSP	\$10,500.00
Capacity Analysis	\$3,500.00
Roundabout & Trail Design	\$182,000.00
Drainage Detention Design	\$19,700.00
Trail Extension over Bridge	\$8,500.00
Coordination with County (for Bridge work)	\$2,000.00
Update Bridge Load Rating	\$1,800.00
TX Rail Design on Bridge (54" Rail along Multiuse path - east side only)	\$10,500.00
Legal Drain Outlet Permit	\$4,500.00
Utility Coordination	\$18,000.00
Signing & Pavement Marking Design	\$6,500.00
Erosion Control & Rule 5 Permit	\$8,500.00
Lighting Design	\$10,500.00
401/404 permits	\$5,000.00
Hydraulics & IDNR CiF permit	\$12,000.00
Maintenance of Traffic (Detour Plan)	\$9,500.00
Water of the US Determination Memorandum	\$7,500.00
Bid Phase, including Pre-Bid Meeting and one Addenda	\$5,000.00
Pre-Construction Meeting	\$2,500.00
<b>SUBTOTAL - LUMP SUM FEE</b>	<b>\$381,000.00</b>

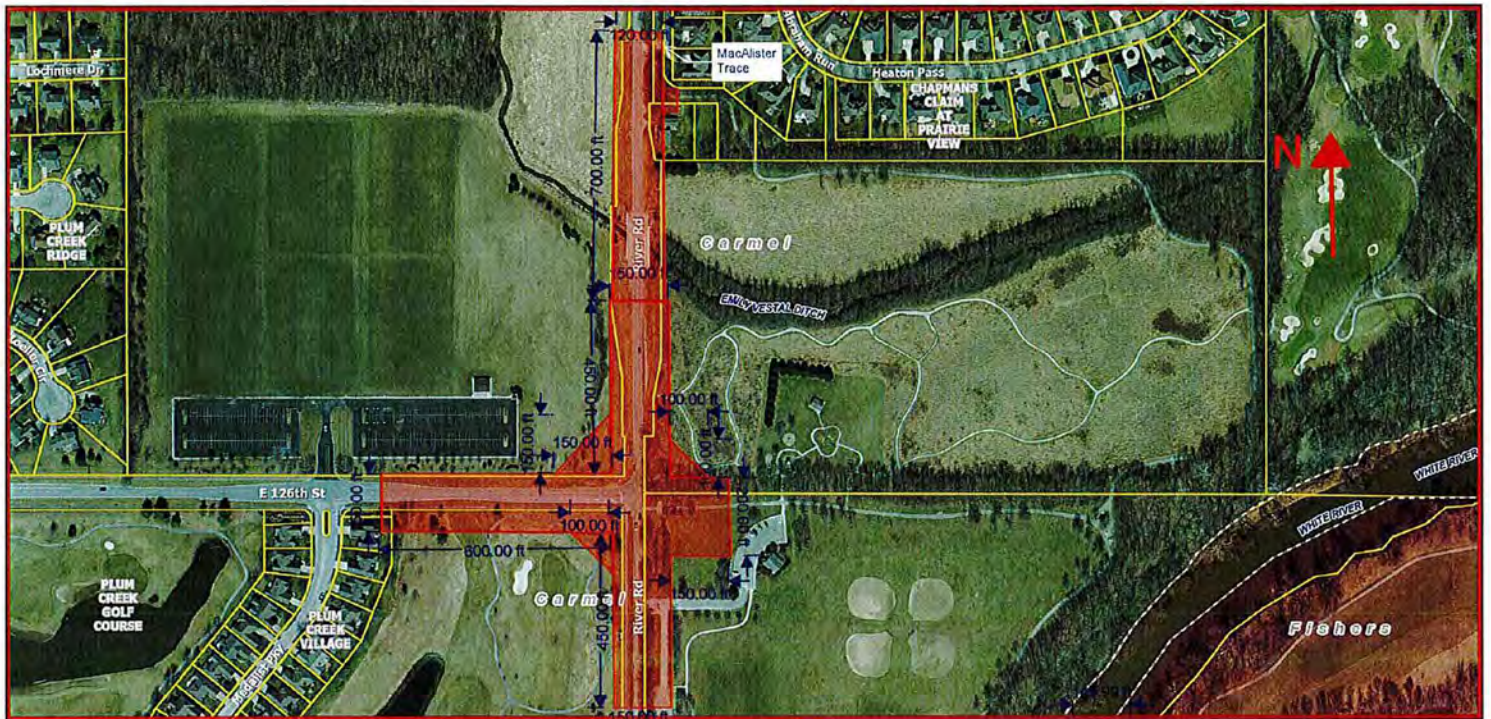


<b>RIGHT OF WAY ENGINEERING (Up to Max. of 7 parcels)</b>	
T&E Reports Allowance (7 parcels at \$500/parcel)	\$3,500.00
Plats, Description and R/W Calculations; \$3,500/parcel	\$24,500.00
R/W Staking - \$500/parcel (Two-time Staking) – 7 parcels	\$7,000.00
<b>SUBTOTAL - R/W Engineering</b>	<b>\$35,000.00</b>
<b>Construction Phase Office Services (Hourly, as needed) *</b>	<b>\$15,000.00</b>
<b>TOTAL FEE (NOT TO EXCEED)</b>	<b>\$431,000.00</b>

\* For these services, the PROFESSIONAL shall be compensated based on Hourly Rate and/or unit rates for the services performed in accordance with the rates presented in **Attachment B**.



## ATTACHMENT A SURVEY LIMITS



February 13, 2023

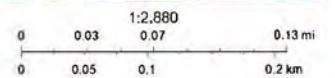
Rivers & Streams

Minor Roads

Major Roads

Subdivisions

Parcels



Hamilton County compiled this map. Although strict accuracy standards have been employed, Hamilton County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission.

Author: Hamilton County



## ATTACHMENT B

### DLZ INDIANA, LLC - STANDARD FEE STRUCTURE - 2023 ENGINEERING/ARCHITECTURAL

<b>Activity Code</b>	<b>Employee Classification</b>	<b>Hourly Rate</b>
1/122	Officer / Principal Architect	\$280.00
49/49D	Division Manager/Director	\$265.00
50	Department Manager	\$240.00
55/4/14	Registered Land Surveyor/Survey Coordinator/Right of Way Coordinator	\$157.50
80/217	Senior Project Manager / Project Manager II	\$230.00
21/216/237	Project Manager I / Group Manager	\$220.00
556/568/490/480/201/234	Engineer VI/Architect VI/Landscape Arch. VI/ Planner VI/ Scientist VI/Surveyor VI	\$225.00
555/565/489/139/202/214	Engineer V/Architect V/Landscape Arch. V/Planner V/Scientist V/Surveyor V	\$220.00
554/564/488/491/203/102	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Surveyor IV	\$210.00
53/58/481/68/204/218	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Surveyor III	\$187.50
52/570/482/69/205/235	Engineer II/Architect Associate II/Landscape Architect II/Planner II/Scientist II/Surveyor II	\$157.50
51/569/483/133/206/236	Engineer I/Architect Associate I/Landscape Architect I/Planner I/Scientist I/Surveyor I	\$122.50
28	Designer I	\$117.50
472	Designer II	\$127.50
473/232	Designer III / Utility Coordinator	\$175.00
29	Technician	\$90.00
544	Technician IV	\$122.50
238	Right of Way Agent II	\$100.00
126/147	Construction Observer Manager /Administrator	\$167.50
152	Construction Observer	\$127.50
43	Clerical	\$75.00
430	Office Services Coordinator	\$112.50
06/A3	Intern / Apprentice	\$75.00

	<b>Crew Classification</b>	<b>Hourly Rate</b>
142/99	2 - person Topographic Survey Crew	\$270.00
142/99	2 – person Topographic Survey Crew (overtime)	\$335.00
336/127	1 – person Field Crew / Party Chief	\$162.50
336/127	1 – person Field Crew / Party Chief (overtime)	\$225.00
GPS/339	1 – person GPS/RTK Field Crew	\$225.00
SCAN	HDS Laser / UAS Scanning Crew	\$325.00
13/94	Rodman/ Survey Technician / Survey-Mapping Assistant	\$112.50

<b>Reimbursable Expenses</b>	<b>Rate</b>
Mileage	\$0.585/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

Rates are subject to revision on January 1 of each year. Cost of living/inflation increases of 3 to 7% per annum can be anticipated.



# 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

**109704**

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				
4/26/2023						061515		22-ENG-07 - Professional Services Agreement 07/21/21 - ASA 2 - Design; R/W Engr & Bid				
DLZ INDIANA, LLC. VENDOR 138 N DELAWARE ST  INDIANAPOLIS, IN 46204 -								City Engineering's Office  SHIP TO 1 Civic Square Carmel, IN 46032- Laurie Slick				
PURCHASE ID		BLANKET		CONTRACT		PAYMENT TERMS			FREIGHT			
77043												
QUANTITY		UNIT OF MEASURE			DESCRIPTION				UNIT PRICE		EXTENSION	

Department: 2200 Fund: 0 2022 Bond

Account: 44-628.71

1 Each

ASA-2 - 22-ENG-07 - Design; R/W Engr; & Bid

\$431,000.00 \$431,000.00

Sub Total \$431,000.00



Send Invoice To:  
Jill Newport  
CrossRoad Engineers, PC  
115 N. 17<sup>th</sup> 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

**\$431,000.00**

\*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. **109704**



## **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 GAI Consultants, 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 2020 Road 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 Two Hundred Forty Two Thousand Seven Hundred Ninety Dollars (\$242,790.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.



## SECTION 6                      TERM

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

## SECTION 7                      MISCELLANEOUS

### 7.1 Termination

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

### 7.2 Binding Effect

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

### 7.3 No Third Party Beneficiaries

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

### 7.4 Relationship

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



## 7.5 Insurance

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

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

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

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



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

E. Employer's Liability:

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

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

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

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

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

## 7.6 Liens

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



## 7.7 Default

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

## 7.8 Government Compliance

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

## 7.9 Indemnification

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

## 7.10 Discrimination Prohibition

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



#### 7.11 E-Verify

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

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

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

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

#### 7.12 Severability

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

#### 7.13 Notice

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

**CITY:**

City of Carmel  
Engineering Department  
One Civic Square  
Carmel, Indiana 46032

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



**PROFESSIONAL:**

GAI Consultants, Inc.  
Attn: Accounts Receivable  
385 East Waterfront Drive  
Homestead, Pennsylvania 15120-5005

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.



GAI Consultants, Inc.  
Engineering Department - 2023  
Appropriation #2200 0 44-628.71 2020 Road Bond Fund; P.O.#109694  
Contract Not To Exceed \$242,790.00

**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: \_\_\_\_\_

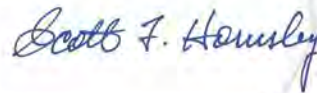
ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

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

GAI Consultants, Inc.

BY:



Digitally signed by Scott F. Hornsby  
DN: cn=Scott F. Hornsby,  
email=S.Hornsby@gaiconsultants.c  
om  
Date: 2023.04.30 18:54:13 -04'00'

\_\_\_\_\_  
Authorized Signature

Printed Name: Scott Hornsby

Title: VP

FID/TIN: \_\_\_\_\_

Date: 4/30/23





## Exhibit A

GAI Indiana offices located in:  
Fishers, Fort Wayne, Indianapolis, and Vevay

February 8, 2023

GAI Project No. D191300.00

Mr. Jeremy Kashman, P.E.  
City Engineer  
City of Carmel  
One Civic Square  
Carmel, IN 46032-2584

### **106<sup>th</sup> Street and Westfield Boulevard Dual Lane Roundabout Intersection Improvement Supplemental Fee Proposal**

Dear Mr. Kashman:

Thank you for the opportunity to provide professional services to the City of Carmel. This letter is our request for supplemental fees to provide additional professional engineering services for the traffic analysis, preliminary design, additional Section 106 efforts, and extra environmental, permit and utility coordination efforts for the intersection improvement at 106<sup>th</sup> Street and Westfield Boulevard in the City of Carmel (City). Original contract appropriation was 202 43-401.00, 211 43-401.00 and P.O.# 14304 not to exceed amount of \$215,000.00 dated December 23, 2020. Amendment added appropriation 202 43-509.00 and P.O.# 105885 dated December 7, 2021.

### **Project Changes Requiring Supplement**

GAI Consultants, Inc. (GAI) prepared the original contract proposal based upon the roundabout layout that was used by the City of Carmel in their funding application for federal funds from the Indianapolis Metropolitan Planning Organization. That layout has a double lane roundabout with the existing multi-use trail on the south side of 106<sup>th</sup> Street and existing sidewalk around the Orchard Estates subdivision in the northwest quadrant of the intersection.

After receiving the notice to proceed, GAI completed the survey warranted for the original layout and completed 15% plans with all of the geometrics of the centerlines and edges of pavement shown to confirm the layout, lane widths, sight lines, etc. City of Carmel requested to add a trail south of 106<sup>th</sup> Street on the east side of Westfield Boulevard to the Timber Heights subdivision. In addition, the City requested that additional traffic study be performed to confirm that a double lane roundabout would be needed at the project location. GAI used available traffic data to perform the study to confirm the need for a double lane roundabout. The City was still concerned that the pre-COVID volumes were influenced by other construction occurring on Keystone Avenue or College Avenue. Final traffic volumes were gathered by the City in Fall of 2021 and did conclude that a double lane roundabout is justified for the design year projected volumes at this location.

Mayor Jim Brainard was advised of the project development and requested that an alternative that would avoid a total take of the house at the southeast corner of the existing intersection be developed and considered for implementation. A second double lane roundabout alternative was developed to the layout and geometric detail level for additional consultation with the mayor. Sight lines and entry spacing around the roundabout alternative were conclusive that the original alternative would be the better option and the City's decision was to continue with the original concept. Mayor Brainard requested that additional trail segments be added to the project. Six new trail segments are now included on:

- Both sides of Westfield Blvd from Timber Heights Dr. to north of Valley Drive
- North side of 106<sup>th</sup> Street from Orchard Way to the east project limit



Requested trail segment additions created changes to the overall footprint that have added tasks to the project such as permits and concrete headwalls. They have also forced some repeat of work that had been completed on environmental document, roadway design, utility coordination, topographic survey, drainage design, geotechnical investigation, right-of-way (ROW) engineering and project management.

### **Additional Scope of Services**

The entire scope of services is included here whether there are changes to the fee or not. Those services include professional engineering, surveying and environmental services required to complete the contract documents for an INDOT bid letting and are further described below.

#### **1.1 Engineering Assessment**

The Engineering Assessment document has been adjusted to reflect the revised scope of work on the project. Since this report has been created during the change in scope there is no additional fee required to complete the document.

#### **1.2 Traffic Analysis**

The original fee to perform traffic analysis included conducting a level of service comparison between the existing signalized intersection with turn lanes and a double lane roundabout as proposed in the funding application for federal aid. Additional efforts included the following:

- The City of Carmel Engineering Department requested an analysis to determine that the location needs to be a double lane roundabout instead of a single lane roundabout.
- Alternatives were included in the analysis for dedicated turn lanes from westbound to southbound and from northbound to eastbound.
- Multiple runs of the single vs double roundabout were required because the traffic data was affected by the COVID-19 lockdown. After schools and businesses had re-opened, new traffic data was collected for the final determination.

#### **1.3 Topographic and Location Control Route Survey**

After the preliminary layout of the double lane roundabout and the addition of the trails on Westfield Boulevard, it was determined that the twin structures which convey the unnamed tributary to Carmel Creek that flows from the Orchard Estates subdivision detention pond under Westfield Boulevard would need to be extended. Additional survey coverage was needed to enable the design of the structure extensions and headwall that will be constructed to minimize impacts to the stream. The additional service activities pertaining to topographic survey included the following:

- Retrace the control points and temporary benchmarks used for the original survey.
- GAI survey personnel located visible utility evidence, based on markings placed by 811 personnel, along with other visible above ground and overhead utility features in the extended survey area.
- Collected surface elevations, ditch centerlines, tops and bottoms of slopes and relative changes in grade within the project limits to depict the existing site features, and site contours in a CAD drawing and digital terrain model.
- Limits of the topographic survey were approximately 60-foot-wide area along and east of Westfield Blvd, beginning approximately 370 feet north of 106<sup>th</sup> Street and ending approximately 490 feet north of 106<sup>th</sup> Street.
- Imported the points into the original survey mapping drawings and add the points, breaklines and symbols. Model the additional area with vertical contours and join the new map area with the previously mapped survey
- Checked the two surfaces matched where they connect and adjusted the new area.

#### **1.4 Roadway Design and Documentation**

As a result of the scope change there are multiple areas of additional work required under the roadway design and documentation task.



- As described above there was a second alternative developed to preliminary plan stage before a layout was selected. Only one layout had been included in the original contract.
  - + Develop centerline alignments to avoid total take of house in the southeast corner.
  - + Label geometry of the control edges of the approach and exit lanes.
  - + Check sight lines of approaching vehicles.
  - + Verify construction limits from surface model will allow all current housing to remain.
  - + Check and verify that all geometrics conform to INDOT and City of Carmel specifications and design guidance.
- Trail segments have been added that impacts ROW footprint and changes the surface and cross section drawings.
  - + Add trail and ROW design on east side of Westfield Boulevard to Timber Heights Drive.
  - + Add trail and ROW design on west side of Westfield Boulevard to Timber Heights Drive.
  - + Add trail and ROW design on north side of 106<sup>th</sup> Street to Orchard Way.
  - + Add trail and ROW design on north side of 106<sup>th</sup> Street to east project limit.
  - + Add trail and ROW design on west side of Westfield Boulevard to north project limit.
  - + Add trail and ROW design on east side of Westfield Boulevard to north project limit.
- Eliminate northbound left turn to Valley Drive to narrow the north approach and minimize stream impacts.

### 1.5 Hydrology and Hydraulics Services

Changes to original scope resulted in re-work as the drainage patterns of the proposed surface changed and involved a larger area of the project. The existing drainage patterns will be maintained.

- Additional trail segments have added the area contributing to the storm sewer system collecting runoff on the pavement. Conversely, storm water being shed to open ditches and off the project have been reduced. New delineation of the contributing area of the individual storm inlets had to be adjusted.
- Storm water volumes flowing through the sewer system also changed with the delineation. Pipe sizes and flow characteristics had to be computed again to reflect the changes in the impervious area and where the runoff would be directed.
- Detention basin in the area of the home to be demolished will be added to assist in the water quality being released to the Carmel Creek and provide detention of the flow to match the existing storm water release rate.

### 1.6 Geotechnical Investigation

Original proposal for Geotechnical investigation included six roadway borings for subgrade and drainage structure bedding recommendations

- With the addition of headwalls on two drainage structures investigation of the soils in those areas and testing of the soil characteristics will be needed to properly size and design the footings and reinforcement of those headwalls.

### 1.7 Environmental Document

This project will require the preparation of a Level 3 Categorical Exclusion (CE) document due to the residential property relocation resulting from the project. Many of the efforts that had proceeded with the original project footprint can still be utilized. There are areas where the additional disturbed ground and additional ROW take will require revisions to the previously completed work.

- A routine wetland delineation and "waters of the U.S." investigation was completed prior to the trail segments being added. The additional ROW needed for the trail has extended into the detention basin at the Orchard Park Presbyterian Church and had to be added to the Waters Report.



- Section 106 coordination with historic preservation agencies and Native American Tribal governments had to be reinitiated with a fresh early coordination letter. In addition, the Orchard Park neighborhood around the Presbyterian church is a historic district and will require more in-depth research and coordination with Indiana Department of Natural Resources State Historic Preservation Office and historic preservation agencies.
- GAI subcontracted with a Section 106 Historian and Archaeological firm that can accelerate the schedule to meet the planned letting date.
  - + The new subconsultant, Gray and Pape, has provided a fee of \$ 25,900 lump sum including the Orchard Park District collaboration.
  - + Gray and Pape did observe an archaeological site on the project and has requested authorization for additional services in the amount of \$3,000 for a total of \$28,900.
  - + Weintraut and Associates had an original fee amount of \$16,463.57 that did not include the historic district or the archaeological site. Those additional tasks would have required a supplement. Weintraut has invoiced a total of \$7,064.98 with a remaining total of \$9,398.59.
  - + Gray and Pape fee less the remaining Weintraut fee is \$19,501.41.

#### 1.8 Permits

Original contract only anticipated a Rule 5 Permit [now known as a Construction Stormwater General Permit (CSGP)]. Trail segments added on Westfield Boulevard will require impacts to a stream that will require waterway permits. GAI will now coordinate, apply for, and track the status of the following applicable project permits until received. Permits anticipated are based on preliminary desktop research and may change based on field investigations.

- IDEM CSGP – A CSGP will be obtained as more than one acre of ground will likely be disturbed. The Hamilton County Soil and Water Conservation District will be contacted, and coordination of the proposed erosion control plan and Stormwater Pollution Prevention Plan will occur prior to the publication of the Notice of Intent and application to Indiana Department of Environmental Management (IDEM).
- An unnamed tributary to Carmel Creek will have a short length enclosed to widen the north approach to the intersection. The encapsulation of a Water of the United States will require an IDEM 401 permit and U.S. Army Corps of Engineering 404 Permit for the loss of stream bank and open stream length.

#### 1.9 Public Information Meeting

- No change to the scope or fee associated with a Public Information Meeting.

#### 1.10 Utility Coordination

GAI has provided all tasks to coordinate with utilities and municipal agencies on the project. The additional scope has required some early progress in the coordination process to be repeated. Steps remaining in Utility Coordination include:

- Facility verification with gas mains and some fiber optic providers.
- Distribute Work Plan Request letters with Preliminary Final plans to all utilities known to have facilities within the project limits.
- Coordinate resolution of utility work plan conflicts and hold a Utility Coordination meeting to resolve conflicts.
- Review utility work plans and relocation plans and request revisions as needed.
- Prepare Notice of Approved Work Plan and Notice to Proceed for Proposed Improvement letters and submit to Owner for approval. Distribute approved work plans and relocation plans to utilities.
- Prepare a master plan drawing of proposed utility relocations identifying all potential conflict areas and provide to each utility.



- For the purposes of this proposal, it is assumed that all utilities will be non-reimbursable. If any utility is reimbursable, additional fees will be necessary for review of the utility's cost estimate for relocation, drafting of a utility agreement between the City and the utility, and additional coordination with the utility to execute the agreement.

### **1.11 Lighting Design**

Lighting design has not been impacted by the scope changes and no additional scope of work or fees are required.

### **1.12 Right-of Way-Engineering and Title Research**

- The ROW activities of this section include only abstracting and ROW engineering services. Based on the preliminary layout of the roundabout it was anticipated that up to eight parcels could be impacted. However, the actual parcel count is now up to 23 based upon existing right-of-way information from GIS and last deed of record information. The total number could still change based on the verification of existing right-of-way through title reports.
- Proposed services include:
  - + Abstracting – Provide Title and Encumbrance (T&E) reports for each parcel anticipated to be involved in the ROW acquisition, including a 20-year search for all mortgages, easements, liens, contract sales, judgments, other encumbrances, and the current legal owner. This service will be performed by Dodd Title Corporation.
  - + ROW Engineering – Provide a metes and bounds legal description for each ROW parcel acquisition required for the Project. Provide ROW parcel plats for each fee simple (permanent) ROW acquisition required for the Project. Provide Area Computation calculations (L10). Enter parcel information into INDOT Land Record System (LRS).
  - + Appraisal Problem Analysis – This task was included in the original scope of services. The appraisers for the ROW services firm have or will perform the Appraisal Problem Analysis Reports. A credit of \$2,000 for the removal of this task is included in the ROW Costs table below.
- The fee for ROW Engineering assumes that each parcel consists of one tax ID number. If any parcel contains contiguous sections with separate tax ID numbers, this will require separate legal descriptions and area calculations for each tax ID at an additional cost.
- Land acquisition services such as appraising and buying will be performed by others.

### **1.13 Project Management, Status Reports and Meetings**

- This section includes meetings with client and others on the client's behalf. There have been several extra meetings to attend with the alternatives, trail segment additions, coordination with the church, etc. Also, there are additional work tasks on the alternatives and traffic analysis to manage staff.
  - + Two additional meetings to review traffic analysis results.
  - + Schedule, monitor, and direct internal staff on the traffic study and alternative development tasks for the project.
  - + Two meetings with mayor to review alternatives and traffic study confirmation that double lane roundabout was warranted.
  - + Prepare and attend coordination meetings with Orchard Park Presbyterian Church and maintain correspondence with multiple church members.

### **1.14 Bid and Construction Phase Services**

- This section has not changed.
- Construction inspection services are not included in the scope of work.



### 1.15 Structural Design

Two drainage structure headwalls will be designed and detailed for cast in place construction on extended pipes. Handrail will be installed at the top of the walls since the pedestrian trails will be next to the headwalls. Additional tasks involved in the design and detailing of the headwalls include:

#### Walls to be designed

- Retaining Wall 1 (Station 16+25 "PR-AW-EXIT"):
  - + Approximately 50 feet long
  - + Varies in height from two feet to roughly five feet maximum
  - + Opening in wall for 36-inch-diameter corrugated steel pipe
- Headwall 2 (Station 317+75 "PR-BN-ENTRY"):
  - + Approximately 50 feet long
  - + Varies in height from two feet to roughly 12 feet maximum
  - + Openings in wall for 21-inch-diameter and 24-inch-diameter corrugated steel pipe
  - + Wall types are anticipated to be reinforced concrete walls on spread footings

#### GAI will perform wall design

- Foundation Design (External Stability) including bearing capacity, sliding, and overturning analysis
- Reinforcement Design (Internal Stability) including footing reinforcement and stem reinforcement

#### GAI will prepare Plan Sheets for each wall

- General Plan, Elevation and Section Sheet(s)
- Detail Sheet with Bill of Materials
- Pedestrian Railing attachment details

GAI will prepare final quantities and estimates

### Schedule of Deliverables

The federal funds that have been allocated for this project are programmed for fiscal year 2024 which starts in July of 2023. The proposed schedule would allow the project to be ready for letting in early spring of FY 2024.



### Summary of Professional Fees

The total amount of this amendment request is \$242,790.00 per the breakdown below which would bring the total Not to Exceed Fee to \$546,120.00. The manhour fee justification is included as Exhibit A.

Section	Item	Fee Type	Original Fee	Amended Fee	Total Amount
1.1	Engineers Assessment	LSUM	\$ 12,300.00	\$0	\$ 12,300.00
1.2	Traffic Analysis	LSUM	\$ 5,600.00	\$ 27,600.00	\$ 33,200.00
1.3	Topographic & Location Control Route Survey	LSUM	\$ 42,600.00	\$ 4,900.00	\$ 47,500.00
1.4	Roadway Design and Documentation	LSUM	\$100,400.00	\$107,800.00	\$208,200.00
1.5	Hydrology and Hydraulics Services	LSUM	\$ 35,200.00	\$ 6,400.00	\$ 41,600.00
1.6	Geotechnical Investigation	LSUM	\$ 3,100.00	\$ 3,100.00	\$ 6,200.00
1.7	Environmental Document	LSUM	\$ 37,000.00	\$ 23,500.00	\$ 60,500.00
1.8	Permits	LSUM	\$ 6,900.00	\$ 3,200.00	\$ 10,100.00
1.9	Public Information Meeting	LSUM	\$ 3,200.00	\$0	\$ 3,200.00
1.10	Utility Coordination	NTE – Hourly	\$ 14,900.00	\$ 3,500.00	\$ 18,400.00 <sup>1</sup>
1.11	Lighting Design	LSUM	\$ 6,500.00	\$0	\$ 6,500.00
1.12	Abstracting, ROW Engineering & Appraisal Problem Analysis	Unit Cost	\$ 24,830.00	\$ 39,990.00	\$ 64,820.00 <sup>2</sup>
1.13	Project Management, Status, & Meetings	LSUM	\$ 5,800.00	\$ 5,800.00	\$ 11,600.00
1.14	Bid and Construction Phase Services	NTE - Hourly	\$ 5,000.00	\$0	\$ 5,000.00 <sup>3</sup>
1.15	Structural Design of Headwalls	LSUM	\$0	\$ 17,000.00	\$ 17,000.00
<b>TOTAL NTE</b>			<b>\$303,330.00</b>	<b>\$242,790.00</b>	<b>\$546,120.00</b>

**Notes:**

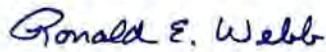
1. Utility coordination will be performed hourly using GAI's hourly rates established at the time the service is performed.
2. Right-of-Way Fees per table below. Services performed on a per parcel basis.
3. Performed hourly at a 3.0 multiplier on Direct Labor plus expenses.

ROW Costs	Per Parcel Cost	Original No. of Parcels	Original Amount	Amended No. of Parcels	Amended Amount	New Total
Title and Encumbrance Reports – Resident 20-year	\$ 350.00	7	\$ 2,450.00	15	\$ 5,250.00	\$ 7,700.00
Title and Encumbrance Reports – Commercial 20-year	\$ 440.00	1	\$ 440.00	0	\$ 0.00	\$ 440.00
Title Research Update within 1 year	\$ 185.00	4	\$ 740.00	4	\$ 740.00	\$ 1,480.00
ROW Engineering	\$2,400.00	8	\$ 19,200.00	15	\$ 36,000.00	\$ 55,200.00
Appraisal Problem Analysis	\$ 250.00	8	\$ 2,000.00	-8	\$ (2,000.00)	\$ 0.00
<b>TOTAL</b>			<b>\$ 24,830.00</b>		<b>\$ 39,990.00</b>	<b>\$ 64,820.00</b>



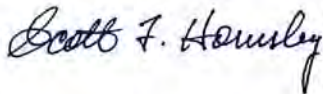
Thank you again for the opportunity to provide engineering services to the City of Carmel. If you have any questions with this proposal, please contact the undersigned at 317.436.9143 or [R.Webb@GAIconultants.com](mailto:R.Webb@GAIconultants.com).

Sincerely,  
**GAI Consultants, Inc.**



Ronald E. Webb  
R.Webb@GAIconultants.com  
2023.02.08 11:52:37-05'00'

Ronald E. Webb, P.E.  
Senior Engineering Manager



Digitally signed by Scott F. Hornsby  
DN: cn=Scott F. Hornsby,  
email=S.Hornsby@gaiconsultants.com  
Date: 2023.02.08 15:28:33 -05'00'

Scott F. Hornsby, P.E.  
Vice President

SFH:REW/kam

Attachment: Exhibit A- Manhour Justification and Subconsultant Supplemental Fees



**EXHIBIT A**  
**Manhour Justification and**  
**Subconsultant Supplemental Fees**



# GAI CONSULTANTS, INC.

## MANHOUR JUSTIFICATION



PROJECT: 106th Street & Westfield Blvd Roundabout

DESCRIPTION: 106th - Dual Lane Roundabout Intersection Improvement

TASK: 1.2 Traffic Analysis

Date: 02/07/23

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
	Senior Eng. Manager	Engineering Manager	Asst Eng Manager	Design Engineer	Senior Technician	Technician	
Verify Double Lane Roundabout	11	60					71
							0
Check Analysis with updated traffic counts	11	60					71
							0
Analyze Alternatives' LOS	1	9					10
							0
							0
							0
							0
							0
							0
TOTAL HOURS	23	129	0	0	0	0	152
AVG. HOURLY RATE (INCLUDES PROFIT & OH)	\$ 210.54	\$ 175.39	\$ 161.94	\$ 126.25	\$ 105.97	\$ 75.69	
SALARY COST	\$ 4,842.42	\$ 22,625.31	\$ -	\$ -	\$ -	\$ -	\$ 27,467.73
DIRECT COSTS (see below)							\$ 57.15
<b>TOTAL FEE</b>							<b>\$ 27,524.88</b>

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel	\$0.635	90	\$ 57.15
Newspaper Announcements	\$ 500.00	0	\$ -
Permit Fees	\$ 215.00	0	\$ -
Mounting, Outside printing	\$ 0.10	0	\$ -
Lodging	\$ 100.00	0	\$ -
Meals	\$ 15.00	0	\$ -
<b>TOTAL</b>			<b>\$ 57.15</b>



### MANHOUR JUSTIFICATION



**DESCRIPTION: 106th - Dual Lane Roundabout Intersection Improvement**

Date: 02/07/23

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel	\$0.635	250	\$ 158.75
Newspaper Announcements	\$ 500.00		\$ -
Permit Fees	\$ 215.00		\$ -
Mounting, Outside printing	\$ 1.00		\$ -
Lodging	\$ 100.00	1	\$ 100.00
Per Diem	\$ 50.00	1	\$ 50.00
		<b>TOTAL</b>	\$ 308.75



## GAI CONSULTANTS, INC.

## MANHOURL JUSTIFICATION



PROJECT: 106th Street &amp; Westfield Blvd Roundabout

DESCRIPTION: 106th - Dual Lane Roundabout Intersection Improvement

TASK: 1.4 Roadway Design and Documentation

Date: 02/07/23

WORK CLASSIFICATION	Senior Eng. Manager	Technical Lead	Project Engineer	Design Engineer	Senior Technician	Technician	TOTAL
<b>Stage 1/Geometric Check of Alternative</b>							
<b>Design, Calculations and Documentation</b>							
Design Mainline Horizontal Alignments		24	12		8		44
Design Mainline Vertical Alignments		12	12		8		32
Design Proposed RAB & Roadway Geometrics	2	24	32		16	12	86
Layout Prelim Temp and Perm. R/W	4	32	2			8	46
Draft Construction Limits		8	8		8	8	32
<b>Plans (markups and drafting)</b>							
Setup Plan/Profile Sheets (3 Shts)		1	2		2	6	11
Setup RAB Detail Sheets (4 Shts)		1	3		2	8	14
Setup / Draft Construction Detail Sheets (3 Shts)		1	2		2	6	11
Setup Prelim. Cross Sections Sheets (12 Shts)		4	6		10	24	44
<b>QCQA</b>							
Quality Control Review	8	32					40
Quality Assurance	2	4					6
QA Revisions		12					12
<b>Meetings with Engineering Department &amp; Mayor</b>		12					
<b>Stage 1/Revise Original Scope to Add Trails</b>							
<b>Design, Calculations and Documentation</b>							
Design Mainline Horizontal Alignments		16	6		4		26
Design Mainline Vertical Alignments		8	8		4		20
Design Proposed RAB & Roadway Geometrics	2	8	16		8	24	58
Layout Prelim Temp and Perm. R/W	4	32	40			16	92
Draft Construction Limits		8	16			16	40
<b>Plans (markups and drafting)</b>							
Setup Plan/Profile Sheets (3 Shts)		1	2		2	6	11
Setup RAB Detail Sheets (4 Shts)		1	3		2	8	14
Setup / Draft Construction Detail Sheets (3 Shts)		1	2		2	6	11
Setup Prelim. Cross Sections Sheets (12 Shts)		4	6		16	24	50
<b>QCQA</b>							
Quality Control Review	8	40					48
Quality Assurance	2	4					6
QA Revisions		16	4				20
<b>Meetings with Engineering Department &amp; Mayor</b>		8					8



## GAI CONSULTANTS, INC.

## MANHOUR JUSTIFICATION



PROJECT: 106th Street &amp; Westfield Blvd Roundabout

DESCRIPTION: 106th - Dual Lane Roundabout Intersection Improvement

TASK: 1.4 Roadway Design and Documentation

Date: 02/07/23

WORK CLASSIFICATION	Senior Eng. Manager	Technical Lead	Project Engineer	Design Engineer	Senior Technician	Technician	TOTAL
TOTAL HOURS	32	314	182	0	94	172	794
AVG. HOURLY RATE (INCLUDES PROFIT & OH)	\$ 210.54	\$ 175.39	\$ 126.25	\$ 126.25	\$ 105.97	\$ 75.69	
SALARY COST	\$ 6,737.28	\$ 55,072.46	\$ 22,977.50	\$ -	\$ 9,961.18	\$ 13,018.68	\$ 107,767.10
DIRECT COSTS (see below)							\$ 31.75
TOTAL FEE							\$ 107,798.85

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel	\$0.635	50	\$ 31.75
Printing Costs	\$ 0.20	0	\$ -
Meals (Breakfast & Lunch @ \$6.50/ea/Dinner @ \$13)	\$ 6.50	0	\$ -
		TOTAL	\$ 31.75



*ij*

Date: 02/07/23

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel	\$0.635	0	\$ -
Printing Costs	\$ 0.20	0	\$ -
Meals (Breakfast & Lunch @ \$6.50/ea/Dinner @ \$13)	\$ 6.50	0	\$ -
		<b>TOTAL</b>	\$ -



### MANHOUR JUSTIFICATION



**DESCRIPTION: 106th - Dual Lane Roundabout Intersection Improvement**

Date: 02/07/23

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
	Senior Engineering Manager	Engineering Manager	Project Engineer	Design Engineer	Senior Technician	Technician	
Labor and Expense related to this category to be responsibility of GEOTILL							
TOTAL HOURS	0	0	0	0	0	0	0
AVG. HOURLY RATE (INCLUDES PROFIT & OH)	\$ 210.54	\$ 175.39	\$ 126.25	\$ 126.25	\$ 105.97	\$ 75.69	\$ -
SALARY COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DIRECT COSTS (see below)							\$ 3,100.00
TOTAL FEE							\$ 3,100.00

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel	\$0.635	0	\$ -
Newspaper Announcements	\$ 500.00	0	\$ -
Permit Fees	\$ 100.00	0	\$ -
Additional Subconsultant Fee	\$ 3,100.00	1	\$ 3,100.00
Lodging	\$ 100.00	0	\$ -
Meals	\$ 15.00	0	\$ -
		<b>TOTAL</b>	<b>\$ 3,100.00</b>





Phone 317.449.0033  
Fax 317.285.0609  
[www.geotill.com](http://www.geotill.com)

*Geotechnical Engineering • Environmental Services • Subsurface Exploration • Construction Testing and Material Engineering*

January 16, 2023

GAI Consultants, Inc.  
9998 Crosspoint Blvd, Suite 110,  
Indianapolis, IN

Attention: Mr. Ronald E. Webb, PE  
Senior Engineering Manager

Re: Geotechnical Engineering Investigation  
**Proposed Retaining Wall Construction**  
106th St and Westfield Blvd  
Carmel, IN 46280  
Geotill Proposal Number PE-01051123

Mr. Ronald E. Webb:

We are pleased to submit this proposal for performing a geotechnical engineering investigation for the referenced project. It is our understanding that the project will consist of the construction of a retaining wall on a roundabout project located at 106th St and Westfield Blvd in Carmel IN.

The objectives of this investigation are to determine the existing subsurface conditions at the site and to develop recommendations necessary for the design and construction of the soil supported elements of the proposed retaining wall. The proposed subsurface exploration consists of drilling six (6) roadway soil test borings to a depth of 15 ft, at the proposed locations. Split-spoon samples (ASTM D-1586) will be obtained at 2.5 ft intervals to a depth of 10 ft below the existing ground and at 5.0 ft intervals elsewhere. Ground water level observations will be made during drilling operations and after withdrawal of the augers from the borings.

A reconnaissance of the project site will be made by a geotechnical engineer and the boring locations will be established in the field at that time. GEOTILL will contact Underground Plant Protection Service to locate underground utilities that are owned by the member utility companies. This proposal does not include fees for a private underground utility locate service.

Laboratory tests will be performed as necessary to establish the significant characteristics and parameters of the soils. After completion of the field investigation and laboratory tests, an engineering report will be prepared containing recommendations to guide design and construction of proposed MSE Wall as well as recommendations for the design of the MSE Wall foundation.



We propose to perform the scope of work described herein for a lump sum of \$6,200.00 unless unexpected subsurface conditions are encountered or the project characteristics are changed significantly. If any changes in the program are indicated by the initial findings, we will consult with you and, with your approval, make such changes as are considered necessary. In any case, the cost estimate will not be exceeded without additional approval from you.

Our estimate covers the field work, laboratory testing and the MSE Wall analysis report that includes our findings and recommendations. Not included are fees for the preparation or review of construction documents (e.g., plans and specifications), special conferences and any other work requested after submittal of our report. In order to authorize this work, please sign and return one copy of the following Proposal Acceptance form and provide the necessary instructions regarding billing and other matters as appropriate.

If you have any questions concerning this proposal, please do not hesitate to call me.

Very truly yours,

GEOTILL INC.



Malek Smadi, Ph.D., P.E.  
Principal Engineer  
(317) 449-0033 Ext. 101 / [msmadi@geotill.com](mailto:msmadi@geotill.com)





## PROPOSAL ACCEPTANCE FORM

This Agreement is made by acceptance below of the Contract Document this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between ("Client") \_\_\_\_\_ of (Address) \_\_\_\_\_ and

GEOTILL Inc. of Fishers, Indiana.

Client and GEOTILL agree as follows:

1. CONTRACT DOCUMENT – Referred to as the "Contract Document" or "Agreement." Defined as: PROPOSAL ACCEPTANCE FORM, the GENERAL TERMS AND CONDITIONS, and any proposals that includes a scope of services, fee schedules and other documents listed below under PROFESSIONAL SERVICES.
2. PROFESSIONAL SERVICES – GEOTILL will provide professional services ("Services") for the Client as indicated in the following documents:
  - 2.1 Proposal No. PE-01051123 dated January 16, 2023, AND
  - 2.2 Other proposal documents by reference: \_\_\_\_\_, AND
  - 2.3 Other subcontracts, service agreements, and/or vendor contracts (list): \_\_\_\_\_

3. DESIGNATED REPRESENTATIVES – The parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

DESIGNATED REPRESENTATIVE  
GEOTILL INC.

DESIGNATED REPRESENTATIVE  
CLIENT

Name: Malek M. Smadi, Ph.D., P.E.  
Address: GEOTILL Inc.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: 317-449-0033 Ext. 101

Phone: \_\_\_\_\_

YOUR SIGNATURE INDICATES ACCEPTANCE OF THE CONTRACT DOCUMENT, AS DEFINED ABOVE, UNLESS EXPRESSLY MODIFIED IN WRITING.

ACCEPTED BY:

GEOTILL INC.

CLIENT: \_\_\_\_\_

*Malek Smadi*

By: Malek Smadi

By: \_\_\_\_\_  
(Person authorized to execute contracts)

Title: Principal Engineer

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

Date: 1/16/23

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





**GEOTILL CLIENT**  
**GENERAL TERMS AND CONDITIONS**

---

1. **PAYMENT** Client will pay GEOTILL for Services and expenses in accordance with the Contract Document. GEOTILL will submit invoices to Client monthly together with reasonable supporting documentation requested by Client and a final bill upon completion of its Services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days regardless of whether Client has been reimbursed by any other party. Client agrees to pay GEOTILL's attorney's fees, interest, and all other costs incurred in collecting past due amounts.

2. **OBLIGATIONS OF CLIENT** - Client will not hold GEOTILL liable if GEOTILL's recommendations are not followed and waives any claim against GEOTILL, and agrees to defend, indemnify and hold GEOTILL harmless from any claim or liability for injury or loss that results from failure to implement GEOTILL's recommendations.

3. **STANDARD OF CARE** GEOTILL's Services as defined by the Contract Document shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give GEOTILL written notice within one (1) year of any breach or default under this section and to provide GEOTILL a reasonable opportunity to cure such breach or default, without the payment of additional fees to GEOTILL, as a condition precedent to any claim for damages.

4. **INTERPRETATION OF DATA** Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by GEOTILL and that the data interpretations and recommendations of GEOTILL's personnel are based solely on the information available to them. GEOTILL will be responsible for its data, interpretations, and recommendations, but shall not be responsible for the interpretation by others or the information developed.

5. **SITE ACCESS** Client grants or shall obtain for GEOTILL a right of entry to all parts of the project site necessary to complete the Services and it represents that it has obtained the applicable permits and licenses for the proposed work. If Client does not own the site, Client represents that it has or will obtain prior to the commencement of work, the authority and permission of the owner and/or the occupant of the site.

6. **SAMPLES AND EQUIPMENT** GEOTILL will not retain any samples obtained from the project site for more than 30 days, or as required by law, after submitting its report or issuing written tests results. At no time does GEOTILL assume title to any samples; all samples shall remain the property of the Client.

7. **ENGINEERING AND CONSTRUCTION SERVICES** If the Services provided in the Contract Document require only construction materials testing, engineering and/or construction subsurface exploration, GEOTILL assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the site. GEOTILL's duties and responsibilities are limited to performing tests and monitoring of

specific construction activities as outlined in the Contract Document.

8. **UTILITIES** Unless otherwise specified in the Contract Document, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions. Client shall indemnify, defend and hold harmless GEOTILL from and against any claims, losses or damages incurred or asserted against GEOTILL related to Client's failure to mark, protect or advise GEOTILL of underground structures or utilities.

9. **RIGHT TO STOP WORK** If, during the performance of Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in GEOTILL's reasonable judgment significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended scope of Services, GEOTILL may immediately suspend work.

10. **LIMIT OF LIABILITY** GEOTILL's total liability for the Services shall not exceed the proceeds from insurance. Client agrees that all indemnifications granted to GEOTILL shall also be extended to those subcontractors, individuals, or organizations retained by GEOTILL for performance of the Services.

11. **TERMINATION OF CONTRACT** This contract may be terminated by either party upon seven (7) days written notice. In the event of termination or suspension, by the Client, GEOTILL shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

12. **FORCE MAJEURE** Neither Client nor GEOTILL shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, lockouts, or change in laws, regulations, or ordinances.

13. **GENERAL PROVISIONS** If any provision of this agreement is in conflict with any provision of the proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. This Agreement represents the entire understanding between the parties relating to the described Services and supersedes any and all prior Agreements whether written or oral.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the project site.





# GAI CONSULTANTS, INC.

## MANHOOR JUSTIFICATION



PROJECT: 106th Street & Westfield Blvd Roundabout

DESCRIPTION: 106th - Dual Lane Roundabout Intersection Improvement

TASK: 1.7 Environmental Document

Date: 02/07/23

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
	Environ. Manager	Senior Project Environ. Specialist	Project Environ. Specialist	Senior Environ. Specialist			
Categorical Exclusion Document							
Red Flag Investigation	1		4				5
Field Investigation of Project Area							0
Early Coordination	1	2	3				6
Wetland Delineation / Report Prep	4	2					6
IPaC Coordination							0
Section 106 Coordination							0
Draft CE Document Preparation	2		8				10
Final CE Revisions / Approval							0
Commitments Summary Form Preparation							0
TOTAL HOURS	8	4	15	0	0	0	27
AVG. HOURLY RATE (INCLUDES PROFIT & OH)	\$ 154.26	\$ 112.90	\$ 96.25	\$ 79.60			\$ -
SALARY COST	\$ 1,234.08	\$ 451.60	\$ 1,443.75	\$ -	\$ -	\$ -	\$ 3,129.43
DIRECT COSTS (see below)							\$ 20,318.91
TOTAL FEE							\$ 23,448.34

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel	\$0.635	500	\$ 317.50
Newspaper Announcements	\$ 500.00	1	\$ 500.00
Permit Fees	\$ 100.00	0	\$ -
Section 106 Subconsultant Fee	\$ 28,900.00	1	\$ 28,900.00
Section 106 Subconsultant Remaining Fee	\$ (9,398.59)	1	\$ (9,398.59)
Per Diem	\$ 50.00	0	\$ -
		<b>TOTAL</b>	<b>\$ 20,318.91</b>





*Since 1987*

# GRAY & PAPE

HERITAGE MANAGEMENT

5807 N. Post Road  
Indianapolis, IN 46216  
317.541.8200

December 15, 2022

Ken McMullen  
GAI Consultants  
9998 Crosspoint Blvd, Suite 110  
Indianapolis, IN 46256

RE: Archaeological and Historic Architecture Surveys and Section 106 Documentation and Section 106 Consultation for the 106<sup>th</sup> Street and Westfield Boulevard Roundabout Project in Carmel, Hamilton County, Indiana

Dear Mr. McMullen:

Gray & Pape is pleased to provide a proposal for Section 106 Support to GAI Consultants for the 106<sup>th</sup> Street and Westfield Boulevard Roundabout Project in Carmel, Hamilton County, Indiana. Our support for the project will include a historic architecture survey, a Phase Ia archaeological survey, and coordination of all Section 106 consultation including the development of an Effects Report, and 800.11 documentation. Based on the project undertaking, project description, and location maps provided to Gray & Pape on 12/14/2022, the proposed undertaking will involve road widening, realignment, and added turn lanes.

## HISTORIC ARCHITECTURE SURVEY

Architectural History investigations will be limited to documenting and researching resources located in or immediately adjacent to the defined APE as presented in the project mapping supplied on 12/14/2022, henceforth referred to as the Above Ground Project Study Area. Gray & Pape will utilize a two-person team to conduct field survey of all Historic resources (properties 50 years of age or older at the time of project letting) located within the Above Ground Project Study area. The proposed project area consists primarily of suburban residential properties. Field survey crew will review and confirm previous survey efforts. All resources exhibiting a Contributing rating within the Indiana Historic Sites and Structures Inventory (IHSSI) will be individually photographed and described in a table format. All resources exhibiting a Non-Contributing IHSSI rating will be generally summarized by representative photographs and descriptions, not individually documented and evaluated.

Schedule permitting, photography will be conducted when most of the trees are not in full bloom to provide the clearest views of the resources. The survey team will utilize a digital camera with an 18-megapixel sensor and 22x zoom to ensure all photographs clearly show all architectural details when printed. The camera also features a built-in GPS function that records the location of each photograph taken, which aids in the data entry. The survey team will prepare field notes identifying construction materials, architectural features, and building conditions during survey. In addition, the field team will collectively evaluate resources identified in the project area as cultural landscapes. The survey team will utilize an iPad to record field notes. These notes will be automatically backed up to Gray & Pape's server, which will allow all staff working on the project to access the data when entering information for structural evaluations. Following fieldwork, Gray & Pape will prepare a Historic Property Report (HPR) outlining the results of fieldwork. The HPR will be prepared following current Indiana Department of Natural Resources, Division of Historic Preservation and

Atlanta • Cincinnati • Frederick • Houston • Indianapolis • Providence • Richmond

[www.graypape.com](http://www.graypape.com)



# 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

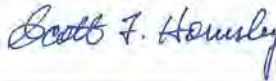
### AFFIDAVIT

Scott Hornsby, 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  
GAI Consultants (the "Employer")  
in the position of VP.
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.

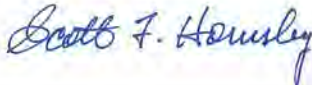
EXECUTED on the 30th day of April, 2023.



Digitally signed by Scott F. Hornsby  
DN: cn=Scott F. Hornsby,  
email=S.Hornsby@gaiconsultants.com  
Date: 2023.04.30 18:53:30 -04'00'

Printed: Scott Hornsby

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.



Digitally signed by Scott F. Hornsby  
DN: cn=Scott F. Hornsby,  
email=S.Hornsby@gaiconsultants.com  
Date: 2023.04.30 18:53:46 -04'00'

Printed: Scott Hornsby



# 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

**109694**

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
4/21/2023			354689	20-13 -Professional Services Agreement 12/2/20 - ASA 2 - Design & ROW Services
VENDOR		GAI CONSULTANTS INC		
		ATT: ACCOUNTS RECEIVABLE		
		385 EAST WATERFRONT DRIVE		
		HOMESTEAD, PA 15120--5005		
		SHIP TO City Engineering's Office		
		1 Civic Square		
		Carmel, IN 46032-		
		Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
76907				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2020 Road Bond

Account: 44-628.71

1 Each

20-13 - ASA 2 - Additional Funding 106th Street and  
Westfield Boulevard RAB - Design & ROW Services

\$242,790.00 \$242,790.00

Sub Total \$242,790.00



Send Invoice To:

Jill Newport  
CrossRoad Engineers, PC  
115 N. 17<sup>th</sup> 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 39, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

## PAYMENT

**\$242,790.00**

\* 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. **109694**



The Taylor Realty Group, P.C.  
Engineering Department - 2023  
Appropriation #2200 0 44-628.71 2020 Road Bond Fund; P.O. #109731  
Contract Not To Exceed \$9,630.00  
Main Street Path – CCS Office to Badger Field; 20-ENG-12; Parcels #1 &2 - Appraisals

**APPROVED**  
By Sergey Grochukhin at 9:44 am, May 11, 2023

**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 The Taylor Realty Group, P.C. (the "Professional"), as City Contract dated April 6, 2023 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

The Taylor Realty Group, P.C.

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
DEBRA TAYLOR  
Printed Name

\_\_\_\_\_  
Mary Ann Burke, Member

\_\_\_\_\_  
PRESIDENT  
Title

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

\_\_\_\_\_  
Lori S. Watson, Member

FID/TIN: \_\_\_\_\_  
84-4062466

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

Date: \_\_\_\_\_  
May 11, 2023

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

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



# 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	<i>negotiated based upon complexity</i>
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.	\$1,205
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 Bait 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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**109731**

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
5/8/2023			377074	20-ENG-12 - Appraisal Services - Parcel 1&2
THE TAYLOR REALTY GROUP PC		City Engineering's Office		
VENDOR 3211 ANNALLY DR		SHIP TO 1 Civic Square		
CARMEL, IN 46032--9650		Carmel, IN 46032-		
		Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
77406				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2020 Road Bond

Account: 44-628.71

1 Each

20-ENG-12 - Appraisal Services - Parcel 1&2

\$9,630.00

\$9,630.00

Sub Total

\$9,630.00



Send Invoice To:

Jill Newport  
CrossRoad Engineers, PC  
115 N. 17<sup>th</sup> 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

**\$9,630.00**

\*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. **109731**



**ADDITIONAL SERVICES AMENDMENT TO**  
**EXECUTIVE ASSURANCE AGREEMENT**

THIS AMENDMENT TO THE EXECUTIVE ASSURANCE AGREEMENT ("Agreement") entered into by and between the City of Carmel and Gibson Teldata, Inc., (the "Vendor"), as City Contract dated September 5, 2018 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

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

James Brainard, Presiding Officer

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

Mary Ann Burke, Member

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

Lori S. Watson, Member

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

ATTEST:

Sue Wolfgang, Clerk

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

Gibson Teldata, Inc.

By: 

Authorized Signature

Brett J. Gibson

Printed Name

President

Title

FID/TIN: 35-1846778

Date: 05/10/23



## Exhibit A



## EXISTING CUSTOMER ORDER

Customer Name: City of Carmel Date: \_\_\_\_\_  
 Address: One Civic Square Customer#: \_\_\_\_\_  
 Address 2: \_\_\_\_\_ Telco Install Date: \_\_\_\_\_  
 City, State, Zip Carmel, IN 46032 Cust P.O.#: \_\_\_\_\_  
 Sales Executive: Bill Daugherty PE Requested Date: \_\_\_\_\_

## Scope of Work

Provide 100 new Mitel 6940 IP Phones to replace existing phones. Phone to be shipped to Gibson for customer to pickup or schedule time for Salesperson to deliver for customer to program and install. Gibson Teldata is available to assist as specifically requested by customer. Actual time spent will be billed in accordance with existing support agreement. Also included is 3+years of SWA so all SWA terminates on 9/30/2026. Also extend current support Agreement 3 years until 9/30/2026.

Quantity	Part Number	Description	Unit Price	Ext Price
1	SWA	Water Distribution	\$28,033.10	\$28,033.10
1	SWA	Brookshire Golf Course	\$263.69	\$263.69
1	SWA	Tower	\$286.34	\$286.34
1	SWA	City Hall	\$263.69	\$1,296.89
1	SWA	Water Plant #1	\$263.69	\$263.69
1	SWA	Communications Center	\$3,568.54	\$3,568.54
100		6940w IP Phone	\$411.00	\$41,100.00
3	Support	Annual Support For System(s) per current agreement	\$26,960.00	\$80,880.00

Materials	\$74,812.25
Services	\$80,880.00
Sourcewell Shipping	\$685.00
Tax	EXEMPT
<b>TOTAL</b>	<b>\$156,377.25</b>

Ship Via: \_\_\_\_\_ Technician: \_\_\_\_\_  
 Drop Ship ? : \_\_\_\_\_ Address: 31 1st Ave NW  
 \_\_\_\_\_  
Carmel, IN 46032

The Terms and conditions of the original Purchase Agreement apply to this order.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_





Gibson Teldata, Inc.  
Post Office Box 3000  
Terre Haute, IN, 47803-0115  
USA  
Phone: (812) 232-6287  
Fax: (812) 237-9150

no-reply@bgibson.com  
<http://www.bgibson.com>

## QUOTATION

Page	1/2
Print Date	4/26/2023
Field Invoice	
Document Number	QTES0011061

**Site** 23738  
City of Carmel, Water Distribution  
3450 W Main St  
Carmel, IN, 46033  
Morgan Rinehart (317) 571-2591  
[mrinehart@carmel.in.gov](mailto:mrinehart@carmel.in.gov)

**Bill To** 106157  
City of Carmel  
31 1st Avenue NW  
Carmel, IN, 46032  
(317) 571-2586

Description	Customer Reference	Terms	Entered	Expires
Mitel SWA 4/30/23 to 9/30/26		NET 30 DAYS	KROERK 3/13/2023	4/12/2023

### Equipment Details

45394 - 3300 MXe III Controller  
**Manufacturer:** Mitel Networks, Inc.  
**Model:** MIT50006269  
**Model Comment:**

**Serial Number:** 1V1FS1226016  
**Released:** 12/2/2010  
**Installed:** 4/29/2013

**Equipment Level Agreement:** AGR10663 City of Carmel all sites Non Renew no phones/t/shooting EAA, Cover from 5/6/2014 to 9/24/2023

### Billing

Charge Description	Supply	B/O	Unit	Unit Price	Discount	Tax	Ext
NIS - 54007872 MiVBus STD SWA 3-Yr	1.00	0.00	EA	263.69	0.00	0.00	263.69

#### Billing Notations

Mitel SWA 4/30/23 to 9/30/26  
HW;

Software assurance and support for Phone/Voicemail system and applications. Allows for upgrades, bug fixes, security updates, along with tech support from the manufacturer. Manufacturer requires all systems to be within 2 software releases and under Assurance for technical support. Please DO NOT pay from the Quote you will receive an INVOICE once the licenses are applied. You will be Invoiced for actual time, travel, Freight and taxes will be charged as applicable.

### Equipment Details

45395 - MAS 3.0/MiCollab Virtual Appliance  
**Manufacturer:** Mitel Networks, Inc.  
**Model:** MIT54005442  
**Model Comment:**

**Serial Number:** PO214836x1  
**Released:** 12/12/2011  
**Installed:** 4/29/2013

**Equipment Level Agreement:** AGR10663 City of Carmel all sites Non Renew no phones/t/shooting EAA, Cover from 5/6/2014 to 9/24/2023





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Post Office Box 3000  
Terre Haute, IN, 47803-0115  
USA  
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<http://www.bgibson.com>

## QUOTATION

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Print Date	4/26/2023
Field Invoice	
Document Number	QTES0011061

### Billing

Charge Description	Supply	B/O	Unit	Unit Price	Discount	Tax	Ext
NIS - 54005822 MiCollab ULM Enter STD SWA 3-Yr	1.00	0.00	EA	0.00	0.00	0.00	0.00
NIS - 54008368 UCC Entry MiVB STD SWA 3-Yr	495.00	0.00	EA	28.07	0.00	0.00	13,894.65
NIS - 54008369 UCC Prm MiVB STD SWA 3-Yr	50.00	0.00	EA	58.15	0.00	0.00	2,907.50
NIS - 54008370 UCC STD MiVB STD SWA 3-Yr	159.00	0.00	EA	44.11	0.00	0.00	7,013.49
NIS - 54008270 MiCollab Audio Port STD SWA 3-Yr	17.00	0.00	EA	66.16	0.00	0.00	1,124.72
NIS - MiCollab CI Desk Ph STD SWA 3-YR	50.00	0.00	EA	22.06	0.00	0.00	1,103.00
NIS - MiCollab System STD SWA 3-YR	1.00	0.00	EA	210.52	0.00	0.00	210.52
NIS - MiCollab UM Mailbox STD SWA 3-Yr	130.00	0.00	EA	7.20	0.00	0.00	936.00
NIS - MiCollab WebPort STD SWA 3-Yr	17.00	0.00	EA	34.09	0.00	0.00	579.53

Prices quoted are valid for (EXPIRED) days from the Quotation entered date. All prices are subject to applicable Local, State, Federal and other regulatory fees.

Tax Summary  
IN 0.00

I hereby sign to accept the above quote and authorize that you move forward with these products and services.

Services	28,033.10
Items	0.00
Subtotal	28,033.10
Less Discount	0.00
Less Cover	0.00
Plus Tax	0.00
Total Due (USD)	28,033.10





Gibson Teldata, Inc.  
Post Office Box 3000  
Terre Haute, IN, 47803-0115  
USA  
Phone: (812) 232-6287  
Fax: (812) 237-9150

no-reply@bgibson.com  
<http://www.bgibson.com>

## QUOTATION

Page	1/1
Print Date	4/26/2023
Field Invoice	
Document Number	QTES0011063

**Site** 25197  
Brookshire Golf Course  
12120 Brookshire Parkway  
Carmel, IN, 46033  
Morgan Rinehart (317) 571-2591  
[mrinehart@carmel.in.gov](mailto:mrinehart@carmel.in.gov)

**Bill To** 106157  
City of Carmel  
31 1st Avenue NW  
Carmel, IN, 46032  
(317) 571-2586

Description	Customer Reference	Terms	Entered	Expires
Mitel SWA 4/30/23 to 9/30/26		NET 30 DAYS	KROERK 3/13/2023	4/12/2023

### Equipment Details

91093 - 3300 CX II w/ 1GB RAM Controller

Manufacturer: Mitel Networks, Inc.

Model: MIT50006729

Model Comment:

Serial Number: 2CTUC1644AXS

Released: 9/29/2015

Installed: 4/24/2017

Equipment Level Agreement: AGR10663 City of Carmel all sites Non Renew no phones/t/shooting EAA, Cover from 5/6/2014 to 9/24/2023

### Billing

Charge Description	Supply	B/O	Unit	Unit Price	Discount	Tax	Ext
NIS - 54007872 MiVBus System STD SWA 3-YR	1.00	0.00	EA	263.69	0.00	0.00	263.69

#### Billing Notations

Mitel SWA 4/30/23 to 9/30/26

HW

Software assurance and support for Phone/Voicemail system and applications. Allows for upgrades, bug fixes, security updates, along with tech support from the manufacturer. Manufacturer requires all systems to be within 2 software releases and under Assurance for technical support. Please DO NOT pay from the Quote you will receive an INVOICE once the licenses are applied. You will be Invoiced for actual time, travel, Freight and taxes will be charged as applicable.

Prices quoted are valid for (EXPIRED) days from the Quotation entered date. All prices are subject to applicable Local, State, Federal and other regulatory fees.

**Tax Summary**  
IN 0.00

I hereby sign to accept the above quote and authorize that you move forward with these products and services.

Services	263.69
Items	0.00
Subtotal	263.69
Less Discount	0.00
Less Cover	0.00
Plus Tax	0.00
Total Due (USD)	263.69





Gibson Teldata, Inc.  
Post Office Box 3000  
Terre Haute, IN, 47803-0115  
USA  
Phone: (812) 232-6287  
Fax: (812) 237-9150

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<http://www.bgibson.com>

## QUOTATION

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Print Date	4/26/2023
Field Invoice	
Document Number	QTES0011059

**Site** 23748  
City of Carmel, Tower  
459 3rd Ave SW  
Carmel, IN, 46032  
Morgan Rinehart (317) 571-2591  
[mrinehart@carmel.in.gov](mailto:mrinehart@carmel.in.gov)

**Bill To** 106157  
City of Carmel  
31 1st Avenue NW  
Carmel, IN, 46032  
(317) 571-2586

Description	Customer Reference	Terms	Entered	Expires
Mitel SWA 4/30/23 to 9/30/26		NET 30 DAYS	KROERK 3/13/2023	4/12/2023

### Equipment Details

45396 - Virtual MCD  
Manufacturer: Mitel Networks, Inc.  
Model: MIT54005748  
Model Comment:

Serial Number: PO214836x2  
Released: 10/25/2012  
Installed: 5/6/2013

Equipment Level Agreement: AGR10663 City of Carmel all sites Non Renew no phones/t/shooting EAA, Cover from 5/6/2014 to 9/24/2023

### Billing

Charge Description	Supply	B/O	Unit	Unit Price	Discount	Tax	Ext
NIS - 54007872 Mitel Comm Dir Virtual 3-YR SWA	1.00	0.00	EA	263.69	0.00	0.00	263.69
NIS - 54007873 MiVBus Mitel Comm Dir STD SWA 3-Yr	1.00	0.00	EA	22.65	0.00	0.00	22.65

#### Billing Notations

Mitel SWA 4/30/23 to 9/30/26

HW:

Software assurance and support for Phone/Voicemail system and applications. Allows for upgrades, bug fixes, security updates, along with tech support from the manufacturer. Manufacturer requires all systems to be within 2 software releases and under Assurance for technical support. Please DO NOT pay from the Quote you will receive an INVOICE once the licenses are applied. You will be Invoiced for actual time, travel, Freight and taxes will be charged as applicable.

Prices quoted are valid for (EXPIRED) days from the Quotation entered date. All prices are subject to applicable Local, State, Federal and other regulatory fees.

Tax Summary  
IN

0.00

I hereby sign to accept the above quote and authorize that you move forward with these products and services.

Services	286.34
Items	0.00
Subtotal	286.34
Less Discount	0.00
Less Cover	0.00
Plus Tax	0.00
Total Due (USD)	286.34





Gibson Teldata, Inc.  
Post Office Box 3000  
Terre Haute, IN, 47803-0115  
USA  
Phone: (812) 232-6287  
Fax: (812) 237-9150

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<http://www.bgibson.com>

## QUOTATION

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Print Date	4/26/2023
Field Invoice	
Document Number	QTES0011060

**Site** 23737  
City of Carmel, City Hall  
1 Civic Square  
Carmel, IN, 46032  
Morgan Rinehart (317) 571-2591  
[mrinehart@carmel.in.gov](mailto:mrinehart@carmel.in.gov)

**Bill To** 106157  
City of Carmel  
31 1st Avenue NW  
Carmel, IN, 46032  
(317) 571-2586

Description	Customer Reference	Terms	Entered	Expires
Mitel 4/30/23 to 9/30/26		NET 30 DAYS	KROERK 3/13/2023	4/12/2023

### Equipment Details

45241 - 3300 MXe III Controller  
Manufacturer: Mitel Networks, Inc.  
Model: MIT50006269  
Model Comment:

Serial Number: 1V1FS122601V  
Released: 12/2/2010  
Installed: 5/6/2013

Equipment Level Agreement: AGR10663 City of Carmel all sites Non Renew no phones/t/shooting EAA, Cover from 5/6/2014 to 9/24/2023

### Billing

Charge Description	Supply	B/O	Unit	Unit Price	Discount	Tax	Ext
NIS - 54007872 MiVB System STD SWA 3-Yr	1.00	0.00	EA	263.69	0.00	0.00	263.69

#### Billing Notations

Mitel SWA 4/30/23 to 9/30/26

HW:

Software assurance and support for Phone/Voicemail system and applications. Allows for upgrades, bug fixes, security updates, along with tech support from the manufacturer. Manufacturer requires all systems to be within 2 software releases and under Assurance for technical support. Please DO NOT pay from the Quote you will receive an INVOICE once the licenses are applied. You will be Invoiced for actual time, travel, Freight and taxes will be charged as applicable.

### Equipment Details

45243 - Call Accounting Starter Pack  
Manufacturer: Mitel Networks, Inc.  
Model: MIT51300619  
Model Comment:

Serial Number: PO214836x1  
Released: 5/3/2011  
Installed: 5/6/2013

Equipment Level Agreement: AGR10663 City of Carmel all sites Non Renew no phones/t/shooting EAA, Cover from 5/6/2014 to 9/24/2023





Gibson Teldata, Inc.  
Post Office Box 3000  
Terre Haute, IN, 47803-0115  
USA  
Phone: (812) 232-6287  
Fax: (812) 237-9150

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## QUOTATION

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Field Invoice	
Document Number	QTES0011060

### Billing

#### Charge Description

NIS - 54006933 MiContact Center CC STD SWA 3-Yr

Supply	B/O	Unit	Unit Price	Discount	Tax	Ext
1,722.00	0.00	EA	0.60	0.00	0.00	1,033.20

Prices quoted are valid for (EXPIRED) days from the Quotation entered date. All prices are subject to applicable Local, State, Federal and other regulatory fees.

#### Tax Summary

IN 0.00

I hereby sign to accept the above quote and authorize that you move forward with these products and services.

Services	1,296.89
Items	0.00
Subtotal	1,296.89
Less Discount	0.00
Less Cover	0.00
Plus Tax	0.00
Total Due (USD)	1,296.89





Gibson Teldata, Inc.  
Post Office Box 3000  
Terre Haute, IN, 47803-0115  
USA  
Phone: (812) 232-6287  
Fax: (812) 237-9150

no-reply@bgibson.com  
<http://www.bgibson.com>

## QUOTATION

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Print Date	4/26/2023
Field Invoice	
Document Number	QTES0011062

### Site 23743

City of Carmel, Communications Center  
31 1st Ave NW  
Carmel, IN, 46032  
Morgan Rinehart (317) 571-2591  
[mrinehart@carmel.in.gov](mailto:mrinehart@carmel.in.gov)

### Bill To 106157

City of Carmel  
31 1st Avenue NW  
Carmel, IN, 46032  
(317) 571-2586

Description	Customer Reference	Terms	Entered	Expires
Mitel SWA 6/19/23 to 9/30/26 - Gibson 3Yr		NET 30 DAYS	KROERK 3/13/2023	4/12/2023

### Equipment Details

92108 - MBG (Mitel Border Gateway) Virtual Appliance

Manufacturer: Mitel Networks, Inc.

Model: MIT54005339

Model Comment:

Equipment Level Agreement: AGR10663 City of Carmel all sites Non Renew no phones/t/shooting EAA, Cover from 5/6/2014 to 9/24/2023

Serial Number: PO218839x1

Released: 5/3/2011

Installed: 7/21/2017

### Billing

Charge Description	Supply	B/O	Unit	Unit Price	Discount	Tax	Ext
NIS - MiV BG System STD SWA 3-Yr	1.00	0.00	EA	52.62	0.00	0.00	52.62

#### Billing Notations

Mitel SWA 6/19/23 to 9/30/26

HW:

Software assurance and support for Phone/Voicemail system and applications. Allows for upgrades, bug fixes, security updates, along with tech support from the manufacturer. Manufacturer requires all systems to be within 2 software releases and under Assurance for technical support. Please DO NOT pay from the Quote you will receive an INVOICE once the licenses are applied. You will be Invoiced for actual time, travel, Freight and taxes will be charged as applicable.

### Equipment Details

48203 - MBG (Mitel Border Gateway) Base

Manufacturer: Mitel Networks, Inc.

Model: MIT54004571

Model Comment:

Equipment Level Agreement: AGR10663 City of Carmel all sites Non Renew no phones/t/shooting EAA, Cover from 5/6/2014 to 9/24/2023

Serial Number: PO215168x1

Released: 4/3/2012

Installed: 5/6/2013





Gibson Teldata, Inc.  
Post Office Box 3000  
Terre Haute, IN, 47803-0115  
USA  
Phone: (812) 232-6287  
Fax: (812) 237-9150

no-reply@bgibson.com  
<http://www.bgibson.com>

## QUOTATION

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Field Invoice	
Document Number	QTES0011062

### Billing

Charge Description	Supply	B/O	Unit	Unit Price	Discount	Tax	Ext
NIS - 54007973 MiV BG System STD SWA 3-Yr	1.00	0.00	EA	52.62	0.00	0.00	52.62

### Equipment Details

45244 - Virtual MCD  
Manufacturer: Mitel Networks, Inc.  
Model: MIT54005748  
Model Comment:

Serial Number: PO214836x1  
Released: 10/25/2012  
Installed: 5/6/2013

Equipment Level Agreement: AGR10663 City of Carmel all sites Non Renew no phones/t/shooting EAA, Cover from 5/6/2014 to 9/24/2023

### Billing

Charge Description	Supply	B/O	Unit	Unit Price	Discount	Tax	Ext
NIS - 54007872 MiVBus System STD SWA 3-YR	1.00	0.00	EA	263.69	0.00	0.00	263.69
NIS - 54007873 MiVBus User STD SWA 3-YR	1.00	0.00	EA	22.65	0.00	0.00	22.65
NIS - 54007864 MiVBus Analog Port STD SWA 3-YR	84.00	0.00	EA	10.03	0.00	0.00	842.52
NIS - 54007867 MiVBus DLM STD SWA 3-YR	1.00	0.00	EA	0.00	0.00	0.00	0.00
NIS - 54007873 MiVBus User STD SWA 3-Yr	16.00	0.00	EA	22.65	0.00	0.00	362.40

### Equipment Details

139703 - MBG (Mitel Border Gateway) Virtual Appliance  
Manufacturer: Mitel Networks, Inc.  
Model: MIT54005339  
Model Comment:

Serial Number: PO222843x1  
Released: 5/3/2011  
Installed: 5/19/2022

### Billing

Charge Description	Supply	B/O	Unit	Unit Price	Discount	Tax	Ext
NIS - 54007971 MiV BG SIP Connect STD SWA 3-Yr	50.00	0.00	EA	11.86	0.00	0.00	593.00
NIS - 54007973 MiV BG System STD SWA 3-YR	1.00	0.00	EA	50.52	0.00	0.00	50.52

### Billing Notations

### Equipment Details

139704 - MBG (Mitel Border Gateway) Virtual Appliance  
Manufacturer: Mitel Networks, Inc.

Serial Number: PO222843x2  
Released: 5/3/2011





Gibson Teldata, Inc.  
Post Office Box 3000  
Terre Haute, IN, 47803-0115  
USA  
Phone: (812) 232-6287  
Fax: (812) 237-9150

no-reply@bgibson.com  
<http://www.bgibson.com>

## QUOTATION

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Model: MIT54005339

Installed: 5/19/2022

Model Comment:

### Billing

Charge Description	Supply	B/O	Unit	Unit Price	Discount	Tax	Ext
NIS - 54007971 MiV BG SIP Connect STD SWA 3-YR	1.00	0.00	EA	593.00	0.00	0.00	593.00
NIS - 54007973 MiV BG System STD SWA 3-Yr	1.00	0.00	EA	50.52	0.00	0.00	50.52

### Billing

Charge Description	Supply	B/O	Unit	Unit Price	Discount	Tax	Ext
A*MIT*50008387 - 6940w IP Phone	100.00	0.00	EA	685.00	27,400.00	0.00	41,100.00
NIS - Gibson Teldata 3-Yr Support Agreement	1.00	0.00	EA	80,880.00	0.00	0.00	80,880.00
FREIGHT - Equipment Freight Charge	1.00	0.00	FLAT	685.00	0.00	0.00	685.00
							122,665.00

#### Billing Notations

SOW: Morgan Rinehart requested 100 Mitel 6940w IP Phones to be shipped to site for client to install. Please DO NOT pay from the Quote you will receive an INVOICE once the licenses are applied. You will be Invoiced for actual time, travel, Freight and taxes will be charged as applicable.

Prices quoted are valid for (EXPIRED) days from the Quotation entered date. All prices are subject to applicable Local, State, Federal and other regulatory fees.

#### Tax Summary

IN 0.00

Services	84,448.54
Items	68,500.00
Subtotal	152,948.54
Less Discount	27,400.00
Less Cover	0.00
Plus Tax	0.00
Total Due (USD)	125,548.54

I hereby sign to accept the above quote and authorize that you move forward with these products and services.





Gibson Teldata, Inc.  
Post Office Box 3000  
Terre Haute, IN, 47803-0115  
USA  
Phone: (812) 232-6287  
Fax: (812) 237-9150

no-reply@bgibson.com  
<http://www.bgibson.com>

## QUOTATION

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Print Date	4/26/2023
Field Invoice	
Document Number	QTES0011058

**Site** 23668  
City of Carmel, Utilities - Water Plant #1  
4915 E 106th St  
Carmel, IN, 46032  
Morgan Rinehart (317) 571-2591  
[mrinehart@carmel.in.gov](mailto:mrinehart@carmel.in.gov)

**Bill To** 106157  
City of Carmel  
31 1st Avenue NW  
Carmel, IN, 46032  
(317) 571-2586

Description	Customer Reference	Terms	Entered	Expires
Mitel SWA 4/30/23 to 9/30/26		NET 30 DAYS	KROERK 3/13/2023	4/12/2023

### Equipment Details

Manufacturer:  
Model:  
Model Comment:  
Warranty:

Serial Number:  
Released:  
Installed:  
End of Life:

### Billing

Charge Description	Supply	B/O	Unit	Unit Price	Discount	Tax	Ext
NIS - 54007872 Mitel 3300 CX II Control STD SWA 3-Yr	1.00	0.00	EA	263.69	0.00	0.00	263.69

#### Billing Notations

Mitel SWA 4/30/23 to 9/30/26  
HW;

Software assurance and support for Phone/Voicemail system and applications. Allows for upgrades, bug fixes, security updates, along with tech support from the manufacturer. Manufacturer requires all systems to be within 2 software releases and under Assurance for technical support. Please DO NOT pay from the Quote you will receive an INVOICE once the licenses are applied. You will be Invoiced for actual time, travel, Freight and taxes will be charged as applicable.

Prices quoted are valid for (EXPIRED) days from the Quotation entered date. All prices are subject to applicable Local, State, Federal and other regulatory fees.

**Tax Summary**  
IN 0.00

I hereby sign to accept the above quote and authorize that you move forward with these products and services.

Services	263.69
Items	0.00
Subtotal	263.69
Less Discount	0.00
Less Cover	0.00
Plus Tax	0.00
Total Due (USD)	263.69



# 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

**109708**

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
4/28/2023			366241	Phone equipment and annual support for Citywide phone system
GIBSON TELDATA INC		ICS		
VENDOR PO BOX 3000		SHIP TO 31 1st Ave N.W.		
TERRE HAUTE, IN 47803 -		Carmel, IN 46032-		
		Timothy Renick		(317) 571-2576
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
77094				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 0 Capital Lease Fund

Account: 44-631.00

1 Each

Phone eqmt and annual support for citywide phone system - \$156,377.25  
3 yr lease \$156,377.25

Sub Total \$156,377.25



Send Invoice To:

ICS

Timothy Renick

31 1st Ave N.W.

Carmel, IN 46032-

(317) 571-2576

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

**\$156,377.25**

\* 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. **109708**



Officeworks Services, LLC  
Information Systems Department - 2023  
Appropriation #1115 101 44-630.00 Fund; P.O. #:105911  
Contract Not To Exceed \$84,500.00

**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 Officeworks Services LLC, (the "Vendor"), as City Contract dated April 21, 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

By:

James Brainard, Presiding Officer  
Date: \_\_\_\_\_

Mary Ann Burke, Member  
Date: \_\_\_\_\_

Lori S. Watson, Member  
Date: \_\_\_\_\_

ATTEST:

Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

Officeworks Services, LLC

By:

Bill Wissel  
Authorized Signature

Bill Wissel  
Printed Name

Controller  
Title

FID/TIN: 71-0914602

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Date: 05/01/2023





**Account Executive:**  
 Logan Cooper  
 lcooper@officeworks.net  
 Phone: 317-610-6776

**Bill To:**

Client Contact : City of Carmel  
 IT Department  
 10701 North College Ave  
 Carmel IN 46280  
 Contact Phone :

**Installation Address:**

Installation Contact : City of Carmel  
 IT Department  
 10701 North College Ave  
 Carmel IN 46280  
 Contact Phone :

**Prepared By: AS**

**Proposal Number:**  
 23095

**IT Department**  
**City of Carmel**

**Page 1 of 9**

Qty	Part Number	Part Description	Sell	Ext Sell
<b>BREAK RM</b>				
1	2	<b>1101.FT2.PS.ARO</b> SIT		
		Mika, Wire Rod Frame Chair, Plastic Seat, Armless	\$197.87	\$395.74
		FCI Black Frame		
		Glide Option Selection CGR Clear Glides		
		Plastic Shell Color Selection SCI Black		
		Package Selection AC Fully Assembled		
2	2	<b>1101.FT2.S2.PS.ARO</b> SIT		
		Mika, 30" Wire Rod Bar Stool Plastic Seat	\$277.87	\$555.74
		Frame Colors FCI Black Frame		
		Glide Option Selection CGR Clear Glides		
		Plastic Shell Color Selection SCI Black		
		MIKA CAL 133P ~ No Selection		
		Package Selection AC Fully Assembled		
3	1	<b>DTICS.36LX</b> HMI		
		+Everywhere Round Table,Squared Edge,Lam Top/Thermo Edge,4-Column Base 36Dia	\$619.20	\$619.20
		Top Finish LBQ +white twill		
		Edge Finish LBQ +white twill		
		Leg/Base Finish G2 +graphite satin		
		Casters/Glides S7 +glides		



**IT Department  
City of Carmel**

Page 2 of 9

Qty	Part Number	Part Description	Sell	Ext Sell
4	I	<b>DT3CS.36LX</b> HMI		
		+Everywhere Standing-Hght Round Table,Squared Edge,Lam Top/Thermo Edge,4-Column Base 36 Dia	\$659.88	\$659.88
	Top Finish	LBQ	+white twill	
	Edge Finish	LBQ	+white twill	
	Base Finish	G2	+graphite satin	
			<b>Subtotal:</b>	<b>\$2,230.56</b>

**PRIVATE OFFICE**

5	2	<b>IB2JK7-</b> HMI	+Lock Plug and Key,Chrome UM Series	\$0.00	\$0.00
		Key Number	234	+key number 234	
6	2	<b>IB2JK7-</b> HMI	+Lock Plug and Key,Chrome UM Series	\$0.00	\$0.00
		Key Number	235	+key number 235	
7	2	<b>IB2JK7-</b> HMI	+Lock Plug and Key,Chrome UM Series	\$0.00	\$0.00
		Key Number	236	+key number 236	
8	4	<b>AERIC2IHW</b> HMI	+Work Chair,New Aeron,C Size,Std-Hgt Range Adj,Std Tlt,Hgt Adj Arms,Non-Uphst Armpads	\$1,008.32	\$4,033.28
		Back Support Option	ALP	+adjustable posturefit SL	
		Frame Finish	GI	+graphite	
		Chassis Finish	GI	+graphite	
		Base Finish	GI	+graphite	
		Casters/Glides	BB	+2 1/2" hard caster, black yoke, carpet only	
		Armpad Finish	BK	+black	
		8Z Pellicle	23I	+8Z Pellicle-Pr Cat I	
		231_Colors	03	+8Z Pellicle graphite	
9	3	<b>DU7F.D30C</b> HMI	@Renew Table Base Kit - 3 Legs, Elec Ext Range, 30D, C Foot Type	\$2,092.68	\$6,278.04
		Hidden Power Access	NNP	@no power access	



**IT Department  
City of Carmel**

Page 3 of 9

Qty	Part Number	Part Description	Sell	Ext Sell
	Switch Option SUD	@simple up down		
	Leg/Foot Finish G2	@graphite satin leg with graphite satin foot		
	Casters/Glides 57	@glides		
10	6	<b>FF20K.4220FF2HNTL</b> HMI		
		@Wood Freestd Lateral File,bar pull,42" w,20" d,FF,2 1/4"-high base,high-pressure lam case/front,no top,lock	\$1,730.47	\$10,382.82
	Case Finish LBG	+sarum twill		
	Front Finish LBG	+sarum twill		
	Pull Finish GI	@graphite		
	Counterweight CB	@counterweight		
	Lock Option KA	@keyed alike		
11	3	<b>FF888.200284L</b> HMI		
		@Thick Top, Stg Attch, Two Unit Placed Under The Stg Top, Lam Top/Thermo Edge 20D 84W	\$238.03	\$714.09
	Top Finish LBG	@sarum twill		
	Edge Finish LBG	@sarum twill		
12	3	<b>FTS10.3048LS</b> HMI		
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 48W, No Brkts	\$153.52	\$460.56
	Top Finish LBG	+sarum twill		
	Edge Finish LBG	+sarum twill		
13	3	<b>FTS23.4878LS</b> HMI		
		+Ext Corner Surface,Rect End,Sq-Edge, Lam Top/Thermo Edge, 30D 48W L,78W R, No Brkts	\$445.41	\$1,336.23
	Top Finish LBG	+sarum twill		
	Edge Finish LBG	+sarum twill		
14	3	<b>FV2A2.30FL</b> HMI		
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D	\$211.09	\$633.27
	Surface Finish GI	+graphite		
15	3	<b>FV2A2.30FR</b> HMI		
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D	\$211.09	\$633.27
	Surface Finish GI	+graphite		
16	2	<b>MRF752AWFF</b> HMI		
		+Mirra 2 Stool, High-Ht,Tlt Lmtr,Adj Nonuphols Arms,Fix Seat Depth,Butterfly Susp Back	\$1,026.00	\$2,052.00



**IT Department  
City of Carmel**

Page 4 of 9

Qty	Part Number	Part Description	Sell	Ext Sell
	Back Support Option	AJ	+adjustable lumbar support	
	Base/Frame Finish	GI	+graphite	
	Casters/Glides	BB	+2 1/2" hard caster, black yoke, carpet only	
	Back Finish	GI	+graphite	
	Butterfly™ Back Color	8M	+latitude-Pr Cat 3	
	8M_Colors	I7	+latitude black	
	Armpad Finish	BK	+black	
	ave™ 2 Suspension Material	IA7	+aireweave-Pr Cat I	
	IA7_Colors	03	+aireweave 2 graphite	
17	3	<b>Y1113.72YL</b> HMI	+Modesty Panel,w/added cable trough,Lam Top/TP Edge 72W	\$468.00 \$1,404.00
	Finish	LBG	+sarum twill	
	Edge Finish	LBG	+sarum twill	
			<b>Subtotal:</b>	<b>\$27,927.56</b>

**WORKSTATIONS**

18	I	<b>IB2JK7-</b> HMI	+Lock Plug and Key,Chrome UM Series	\$0.00 \$0.00
		Key Number 226	+key number 226	
19	I	<b>IB2JK7-</b> HMI	+Lock Plug and Key,Chrome UM Series	\$0.00 \$0.00
		Key Number 227	+key number 227	
20	I	<b>IB2JK7-</b> HMI	+Lock Plug and Key,Chrome UM Series	\$0.00 \$0.00
		Key Number 228	+key number 228	
21	I	<b>IB2JK7-</b> HMI	+Lock Plug and Key,Chrome UM Series	\$0.00 \$0.00
		Key Number 229	+key number 229	



**IT Department  
City of Carmel**

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Qty	Part Number	Part Description	Sell	Ext Sell
22	1	<b>IB2JK7-</b> HMI +Lock Plug and Key,Chrome UM Series	\$0.00	\$0.00
	Key Number 230	+key number 230		
23	1	<b>IB2JK7-</b> HMI +Lock Plug and Key,Chrome UM Series	\$0.00	\$0.00
	Key Number 231	+key number 231		
24	6	<b>AERIC2IHW</b> HMI +Work Chair,New Aeron,C Size,Std-Hgt Range Adj,Std Tlt,Hgt Adj Arms,Non-Uphst Armpads	\$1,008.32	\$6,049.92
	Back Support Option ALP	+adjustable posturefit SL		
	Frame Finish GI	+graphite		
	Chassis Finish GI	+graphite		
	Base Finish GI	+graphite		
	Casters/Glides BB	+2 1/2" hard caster, black yoke, carpet only		
	Armpad Finish BK	+black		
	8Z Pellicle 231	+8Z Pellicle-Pr Cat 1		
	231_Colors 03	+8Z Pellicle graphite		
25	6	<b>DU6GCS.3048LE</b> HMI @Renew 120 Deg Cnr Tbl, C-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 48W	\$1,715.40	\$10,292.40
	Hidden Power Access NNP	@no power access		
	Switch Option SUD	@simple up down		
	Top Finish LBG	@sarum twill		
	Edge Finish LBG	@sarum twill		
	Leg/Foot Finish G2	@graphite satin leg with graphite satin foot		
	rd Cover/Cable Management PSC	@simple cable		
	Power Access Cutout NNN	@no cutout		
	Casters/Glides 57	@glides		
26	3	<b>FTI 10.4230J</b> HMI +Frame,Base Covers, Pwr/Data knockouts 42H 30W	\$98.64	\$295.92
	Base Finish GI	+graphite		
27	12	<b>FTI 10.4248J</b> HMI +Frame,Base Covers, Pwr/Data knockouts 42H 48W	\$118.84	\$1,426.08
	Base Finish GI	+graphite		



**IT Department  
City of Carmel**

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	Qty	Part Number	Part Description	Sell	Ext Sell
28	3	<b>FT112.30AP</b> HMI	+Frame Top Cap,Standard Ptd 30W	\$15.49	\$46.47
		Surface Finish GI	+graphite		
29	12	<b>FT112.48AP</b> HMI	+Frame Top Cap,Standard Ptd 48W	\$20.88	\$250.56
		Surface Finish GI	+graphite		
30	6	<b>FT128.42</b> HMI	+Connection Hardware, Frame-to-Frame 42H	\$12.12	\$72.72
31	6	<b>FT131.246</b> HMI	+Connector, Universal 120 Deg,2-way,for 46"-high frames and lower	\$45.79	\$274.74
32	6	<b>FT133.142BP</b> HMI	+Connector Cover, 120 Deg, 1 Side Covered,Base Cover Ptd 42H	\$37.04	\$222.24
		Surface Finish GI	+graphite		
33	6	<b>FT136.2P</b> HMI	+Top Cap, Conn 120-Deg, Connects-2 Frame Top Caps Ptd	\$16.16	\$96.96
		Surface Finish GI	@graphite		
34	3	<b>FT140.06</b> HMI	+Power Entry, External Direct Connect 6'long	\$81.48	\$244.44
		Wiring Type LZ	+PVC-free		
35	3	<b>FT150.30</b> HMI	+Base Power Harness 30W	\$62.28	\$186.84
		Wiring Type LZ	+PVC-free		
36	12	<b>FT150.48</b> HMI	+Base Power Harness 48W	\$72.05	\$864.60
		Wiring Type LZ	+PVC-free		



**IT Department  
City of Carmel**

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	Qty	Part Number	Part Description	Sell	Ext Sell
37	I	FT155.A HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg	\$85.52	\$85.52
		Finish GI	+graphite		
38	I	FT155.B HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	\$85.52	\$85.52
		Finish GI	+graphite		
39	I	FT155.C HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit C 6/Pkg	\$85.52	\$85.52
		Finish GI	+graphite		
40	I	FT155.D HMI	+15 Amp Receptacle 4 Circuit, Duplex, Circuit D isolated ground 6/Pkg	\$85.52	\$85.52
		Finish GI	+graphite		
41	6	FT160.42BP HMI	+Finished End,Base Cover Ptd 42H	\$28.28	\$169.68
		Surface Finish GI	+graphite		
42	3	FT170.3030T HMI	+Lower Tile, Tackable Fabric 30H 30W	\$65.99	\$197.97
		Horizontal Bead Finish GI	+graphite		
		Surface Finish IMN	+monologue-Pr Cat I		
		1MN_Colors I3	+monologue blue spruce		
43	12	FT170.3048T HMI	+Lower Tile, Tackable Fabric 30H 48W	\$81.13	\$973.56
		Horizontal Bead Finish GI	+graphite		
		Surface Finish IMN	+monologue-Pr Cat I		
		1MN_Colors I3	+monologue blue spruce		
44	3	FT180.3730T HMI	+Tile,Full-Height,Tackable Fabric 37H 30W	\$68.35	\$205.05
		Horizontal Bead Finish GI	+graphite		



**IT Department  
City of Carmel**

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Qty	Part Number	Part Description	Sell	Ext Sell
	Fabric IMN	+monologue-Pr Cat I		
	1MN_Colors I3	+monologue blue spruce		
45	12	<b>FT180.3748T</b> HMI	+Tile,Full-Height,Tackable Fabric 37H 48W	\$93.93 \$1,127.16
	Horizontal Bead Finish GI	+graphite		
	Fabric IMN	+monologue-Pr Cat I		
	1MN_Colors I3	+monologue blue spruce		
46	3	<b>FT181.0730P</b> HMI	+Upper Tile, Pntd 07H 30W	\$23.91 \$71.73
	Surface Finish GI	+graphite		
	Horizontal Bead Finish GI	+graphite		
47	12	<b>FT181.0748P</b> HMI	+Upper Tile, Pntd 07H 48W	\$29.96 \$359.52
	Surface Finish GI	+graphite		
	Horizontal Bead Finish GI	+graphite		
48	3	<b>L2PT.4230RSLLK</b> HMI	@Personal Tower - Tall, Resident Interior, Open Left, Lam Case/Front, Bar Pull, 42H 30D	\$1,325.88 \$3,977.64
	Case/Front Finish LBG	+sarum twill		
	Pull Finish GI	@graphite		
	Interior Finish 8Q	@folkstone grey		
	Power NNN	@no cutout		
	Lock Option KA	+keyed alike		
49	3	<b>L2PT.4230RSRLK</b> HMI	@Personal Tower - Tall, Resident Interior, Open Right, Lam Case/Front, Bar Pull, 42H 30D	\$1,325.88 \$3,977.64
	Case/Front Finish LBG	+sarum twill		
	Pull Finish GI	@graphite		
	Interior Finish 8Q	@folkstone grey		
	Power NNN	@no cutout		
	Lock Option KA	+keyed alike		
			<b>Subtotal:</b>	<b>\$31,725.92</b>



IT Department  
City of Carmel

Page 9 of 9

Qty	Part Number	Part Description	Sell	Ext Sell
	OW	Installation Services	\$3,374.77	\$3,374.77
	OWI	Sales Support Services	\$1,547.10	\$1,547.10
			<b>Total:</b>	<b>\$66,805.91</b>

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Please check box if you would like to be billed electronically.

Please refer to our Terms and Conditions of Purchase with Signature.  
Pricing valid for 30 days upon receipt of quote.

Note: There will be a 2.5% fee added to pay by credit card. Payment by credit card via PayPal can be arranged by emailing [owreceivables@officeworks.net](mailto:owreceivables@officeworks.net)

OfficeWorks would like to thank you for your consideration of this proposal  
and we look forward to helping you create your great place to work!

~Your OfficeWorks Team





# City of Carmel

*-IT Department*

Indianapolis, Indiana  
OfficeWorks Services, LLC

Account Executive

Logan Cooper

[lcooper@officeworks.net](mailto:lcooper@officeworks.net)

317.610.6776

Designer

Addison Strachan

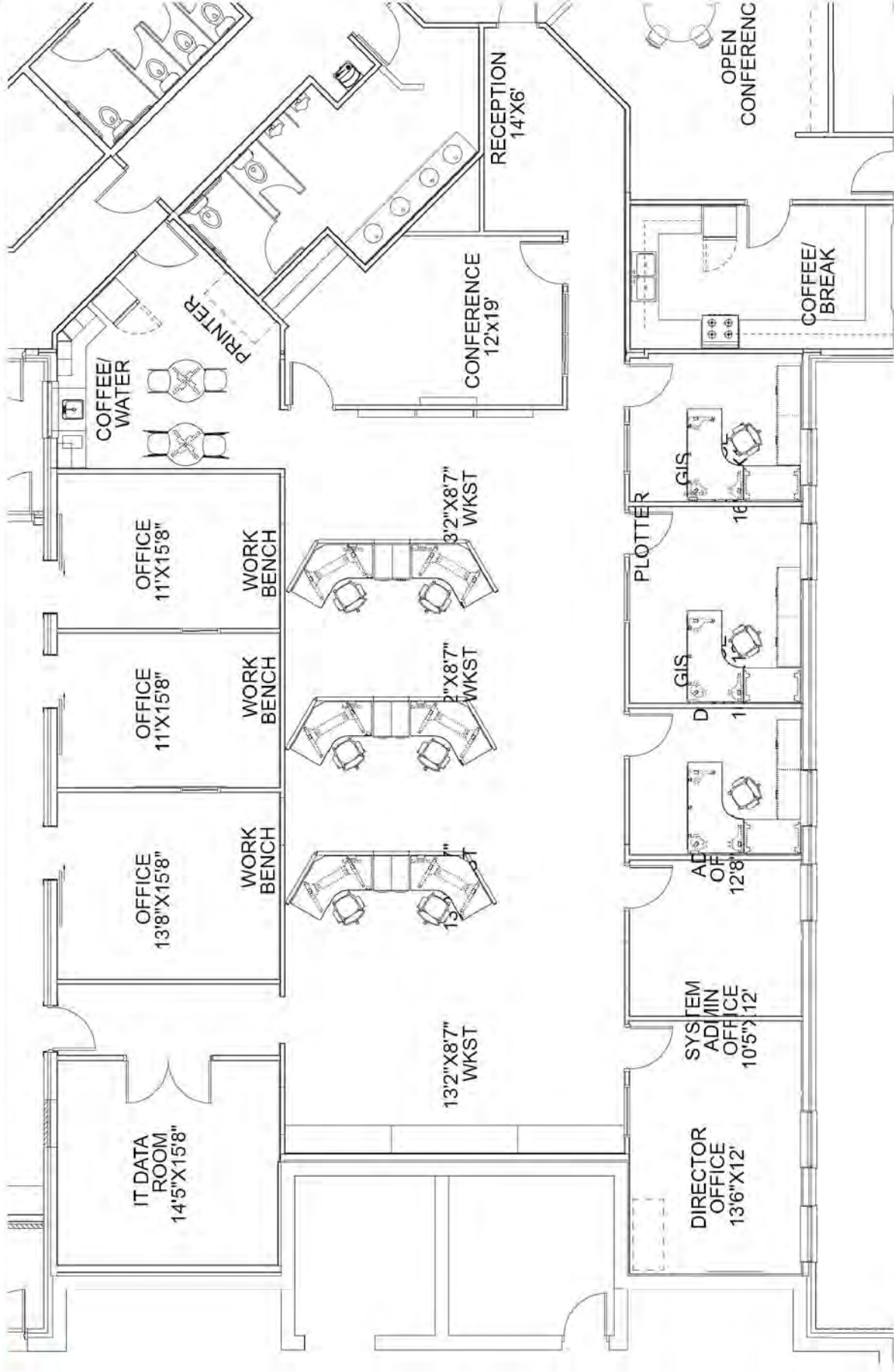
[astrachan@officeworks.net](mailto:astrachan@officeworks.net)

630.441.2283





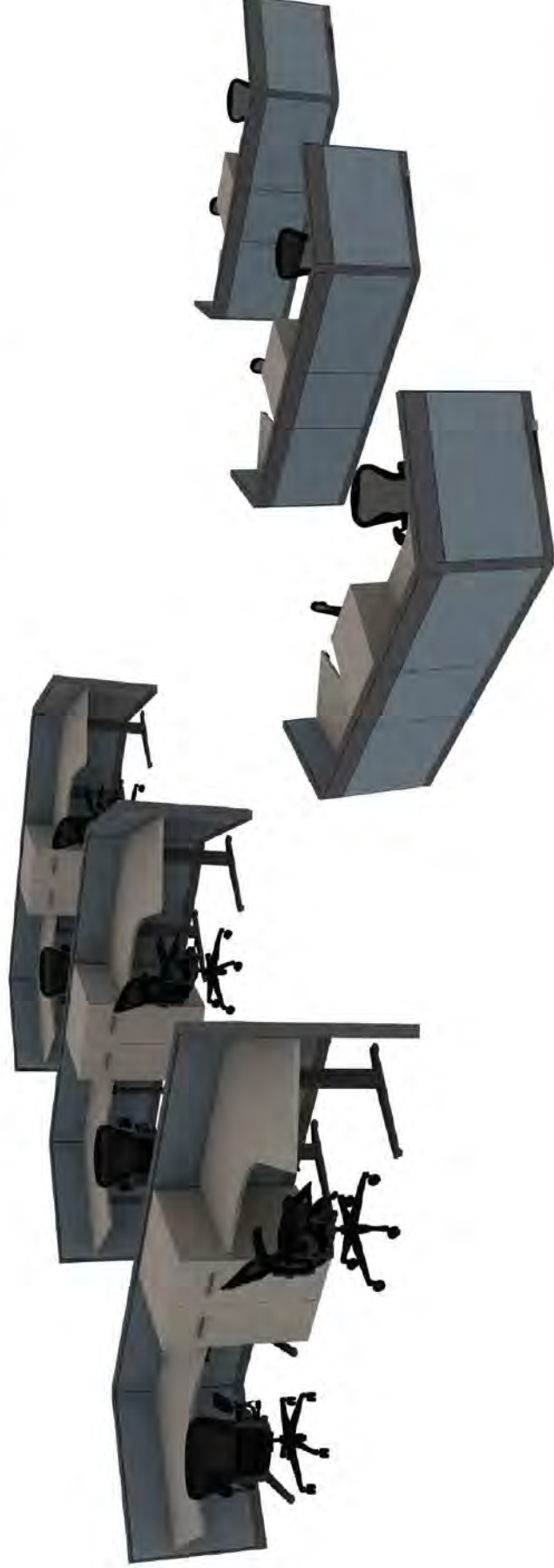
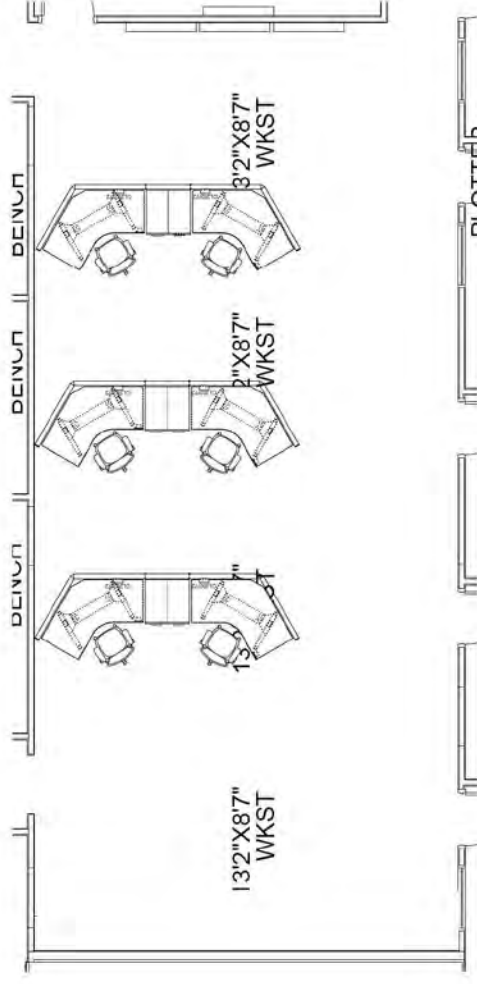
# Overall Floor Plan





## Description:

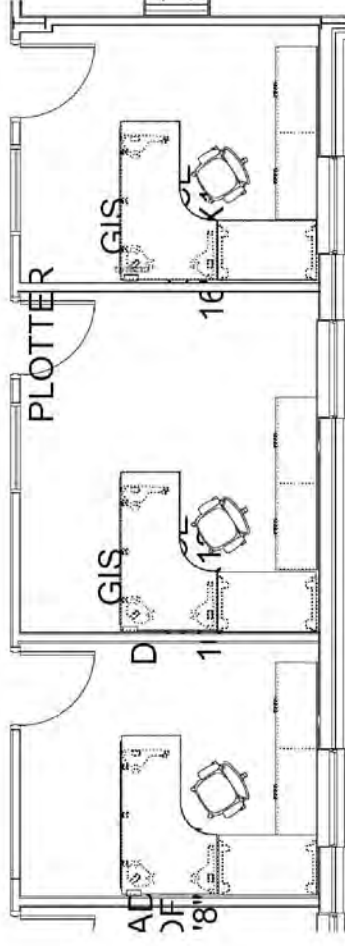
- (6) Workstations, each containing:
  - 120° Height Adjustable Desk
  - Personal Storage Tower
  - 42" H Powered Panels
- (6) Aeron Task Chairs





**Description:**

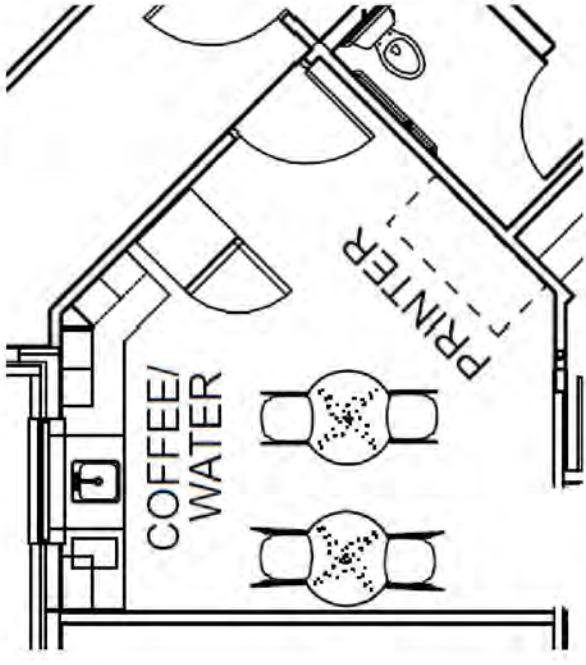
- Each Private Office Contains:
  - (1) Extended Corner Height Adjustable Desk, with Modesty Panel, 78"R x 48"L
  - (1) Fixed Return, 30"D x 48"W
  - (2) 2-Drawer Lateral File Storage, 42"W x 20"D
- (4) Aeron Task Chairs
- (2) Mirra 2 Stools





**Description:**

- (1) Everywhere Standing-Height Round Table, 36" D
- (1) Everywhere Round Table, 36" D
- (2) Mika Bar Stools
- (2) Mika Chairs





# 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

**105911**

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

PURCHASE ORDER DATE		DATE REQUIRED		REQUISITION NO.		VENDOR NO.		DESCRIPTION		
12/9/2021						00351202		Office Furniture and Fixtures for new building		
OFFICEWORKS								ICS		
VENDOR		12000 EXIT FIVE PKWY				SHIP TO		31 1st Avenue N.W.		
FISHERS, IN 46037 -								Carmel, IN 46032-		
								Timothy Renick		
								(317) 571-2576		
PURCHASE ID		BLANKET		CONTRACT		PAYMENT TERMS			FREIGHT	
61775										
QUANTITY		UNIT OF MEASURE		DESCRIPTION			UNIT PRICE		EXTENSION	

Department: 1115 Fund: 101 General Fund

Account: 44-630.00

1 Each

Office furniture and fixtures

\$84,500.00 \$84,500.00

Sub Total \$84,500.00



Send Invoice To:

ICS

Timothy Renick

31 1st Avenue N.W.

Carmel, IN 46032-

(317) 571-2576

quote dated 11/24/21

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 LABELS

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

**\$84,500.00**

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

ORDERED BY

Timothy Renick  
Director

TITLE

CONTROLLER

James Crider  
Director of Administration

CONTROL NO. **105911**



## **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 Intera Incorporated (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 07-1052-11 funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4                      PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5                      COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Thirty Three Thousand Nine Hundred Sixty Three Dollars (\$33,963.00) (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. Professional may use a combination of its underlying policies and its excess insurance policy to meet the limits specified herein.

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  
Utilities Department  
30 W Main Street, 2<sup>nd</sup> Floor  
Carmel, Indiana 46032

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



**PROFESSIONAL:**

Intera Incorporated  
9600 Great Hills Trail  
Austin, Texas 78759

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.



Intera Incorporated  
Utilities Department - 2023  
Appropriation # 07-1052-11 Fund; P.O.#W10146  
Contract Not To Exceed \$33,963.00

**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: \_\_\_\_\_

Intera Incorporated

BY:

Theresa Landewe  
\_\_\_\_\_  
Authorized Signature

Printed Name: Theresa Landewe

Title: Director - Midwest Region

FID/TIN: 74-3010638

Date: 5/9/2023



Exhibit A

**Feasibility of  
Adding Production Well along Hazel Dell Corridor**

Prepared for:  
**City of Carmel Utilities**

Prepared by:



INTERA Incorporated  
101 W. Kirkwood Avenue, Suite 134  
Bloomington, IN 47402  
(812) 219-6552

April 11, 2023



## INTRODUCTION

This document presents a scope of work and budget to investigate the feasibility of adding a production well on Martin Marietta property west of Hazel Dell and between Carmel Wells 30 and 23. The proposed scope of work is presented below, followed by a description of deliverables, and an estimated budget.

## SCOPE OF WORK

Task 1. Identify optimal locations for two soil borings

- Refine the existing 3-D geologic model (developed for the Central Indiana Water Study) in the Hazel Dell corridor with Martin Marietta reports and existing well logs
- Based on the geologic model, identify two optimal locations for sonic soil borings

Task 2. Oversee sonic drilling (boreholes and monitoring well construction), including:

- Meet with Martin Marietta
- Log and describe core samples
- Collect samples for grain-size analysis and submit to laboratory
- Recommend monitoring well construction details

Task 3. Hydraulic monitoring and analysis

- Instrument existing monitoring wells in the Hazel Dell corridor with pressure transducers:
  - Include:
    - New monitoring wells as described above
    - Firing Range monitoring well
  - Deploy transducers for one month to observe:
    - Hydraulic interaction between Wells 20, 30, and 23 and potential new well location
    - Elevation of water table in relation to river stage at Well 23
- Analyze monitoring well data with SCADA from Wells 20, 30, and 23

Task 4. Deliverables

- Meet with the City of Carmel
- Meet with Martin Marietta
- Produce technical memo, including:
  - Map of bedrock surface
  - Geologic cross sections
  - Monitoring well construction logs
  - Assessment of potential well interference
  - Opinion on viability of additional production in corridor
  - Recommended next steps



**PROJECT BUDGET**

<b>TASK DESCRIPTION</b>	<b>BUDGET</b>
Task 1. Refine geologic model	5,740
Task 2. Oversee drilling	\$9,970
Task 3. Hydraulic monitoring and analysis	\$8,803
Task 5. Deliverables	\$9,450
	\$33,963



## 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

Van Kelly, 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 INTERA, Inc. (the "Employer") in the position of Principal Hydrogeologist
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 9th day of May, 2023

Printed: VAN KELLEY

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: VAN KELLEY



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032

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

PAGE 1

PURCHASE ORDER NUMBER

W10146

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
4/24/2023			371441	

INTERA

**VENDOR** 9600 Great Hills Trail  
Austin TX 78759

Carmel Utilities  
**SHIP** 30 W Main St  
**TO** 2nd Floor  
Carmel, IN 46032

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	Each	Feasibility production well study	33,963.00 CONN 07-1052-11	33,963.00

PLEASE INVOICE IN DUPLICATE

Credit

0.00

Department	Account	Project	Project Account	AMOUNT
------------	---------	---------	-----------------	--------

**PAYMENT**

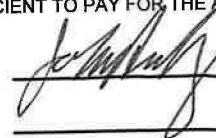
33,963.00

## SHIPPING INSTRUCTIONS

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

- \* 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 AFFADAVIT ATTACHED.
- \* I HEREBY CERTIFY THAT THERE IS AN OBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY  
TITLE



DOCUMENT CONTROL NO. W10146

CLERK-TREASURER



# City of Carmel Project

## 23-STR-01 Paving Program

**APPROVED**

By Sergey Grechukhin at 11:20 am, May 04, 2023

### Change Order #1 – Additional MOT (CC&T)

---

Change Order # 1 is additional MOT for CC&T.

Contract Price prior to this Change Order \$ 3,641,478.16

Contract Price will be **increased**/decreased by this Change Order \$ 15,070.00

New Contract Price including this Change Order \$ 3,656,548.16

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$ 3,641,478.16		N/A
Additional MOT for CC&T	\$ 15,070.00	\$ 3,656,548.16	0.41 %



CITY OF CARMEL

TO:

CONTRACT CHANGE ORDER NO.: 1  
DATE: 04/24/23  
PROJECT NAME: 23-STR-01 Paving Program  
CITY REQ. NO.: N/A  
CITY PO NO.: 108575  
CITY PO DATE: 03/02/2023

- I. You are directed to make the following changes in this Contract:  
Change Order #1 is additional MOT for CC&T

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT</u> <u>(+) OR (-) DAYS</u>
Additional Maintenance of Traffic	\$ 15,070.00	0

- 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.: 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 \$ 3,641,478.16

Contract Price will be increased/decreased by this Change Order \$ 15,070.00

New Contract Price including this Change Order \$ 3,656,548.16

Contract Time Prior to this Change Order N/A Days N/A Completion Date

Net increased/decreased resulting from this Change Order 0 Days

Current Contract Time including this Change Order 124 Days 8/07/23 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

Howard Asphalt LLC

CONTRACTOR  
2916 Kentucky Ave

Address  
Indianapolis, IN 46221

City/State/Zip

James Brainard, Mayor

Mary Ann Burke, Member

Lori Watson, Member

*Matt Higginbotham*  
Matt Higginbotham,  
Commissioner, Street  
Department

By: *Matt Higginbotham*

Matt Higginbotham

Phone: 317-733-2001

Date: 04/24/2023

By:

Phone: 317-849-9666

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

ATTEST:

Sue Wolfgang, Clerk

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



<b>RFC #</b>	<b>1</b>
<b>Date:</b>	<b>4/20/2023</b>
<b>Project #</b>	<b>23-1161</b>
<b>PO #</b>	<b>108575</b>

[illegible]

<b>Attachments?</b>	<input checked="" type="checkbox"/> Yes
---------------------	---

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

DATE \_\_\_\_\_

---

TITLE

\*In lieu of issuing a formal change order to Howard Companies as a response to this request, you may have an authorized representative of your company sign, date, and return this request.



# PROPOSAL

## REVISED

### C C & T CONSTRUCTION, INC.

5051 Prospect Street  
Indianapolis, IN 46203  
Phone: (317)356-6385  
Fax: (317)356-2175

Proposal Submitted To: <b>Howard Companies</b>	Phone:	Date: <b>4/18/2023</b>
Attention: <b>Mike Parrish</b>	Email <a href="mailto:mparrish@howardcompanies.com">mparrish@howardcompanies.com</a>	
Street:	Job Location:	
City, State, and Zip Code:	Job Name: <b>Carmel</b>	

*We hereby submit specifications and estimates for:*

- 1.) Maintaining traffic for W. Main St from Shelborne Rd to Ditch Rd.  
Lump Sum = \$8,200.00
- 2.) Maintaining traffic for 136th St from Springmill to Illinois St.  
Lump Sum = \$5,500.00

---

*We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:*  
**SEE ABOVE** dollars

Payment To Be Made As Follows:

All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature:

*Tony Page*

Note: This proposal may be withdrawn by us if not accepted within 10 day

### Acceptance of Proposal

*The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.*

Authorized Signature:

Authorized Signature:

Date of Acceptance:



# City of Carmel Project

## 23-STR-01 Paving Program

**APPROVED**  
By Sergey Grechukhin at 11:22 am, May 04, 2023

### Change Order #2 – Additional Concrete Drive Line Items

---

Change Order # 2 is additional concrete drive line items.

Contract Price prior to this Change Order \$ 3,656,548.16

Contract Price will be **increased**/decreased by this Change Order \$ 28,545.00

New Contract Price including this Change Order \$ 3,685,093.16

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$ 3,641,478.16		N/A
Additional MOT for CC&T	\$ 15,070.00	\$ 3,656,548.16	0.41 %
Additional Concrete Drive Line Items	\$ 28,545.00	\$ 3,685,093.16	1.20 %



CITY OF CARMEL

TO: CONTRACT CHANGE ORDER NO.: 2  
 DATE: 04/25/23  
 PROJECT NAME: 23-STR-01 Paving Program  
 CITY REQ. NO.: N/A  
 CITY PO NO.: 108575  
 CITY PO DATE: 03/02/2023

- I. You are directed to make the following changes in this Contract:  
 Change Order #2 is additional concrete drive line items

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT (+) OR (-) DAYS</u>
Additional Concrete Drive Line Items	\$ 28,545.00	0

- 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.: 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 \$ 3,656,548.16

Contract Price will be increased/decreased by this Change Order \$ 28,545.00

New Contract Price including this Change Order \$ 3,685,093.16

Contract Time Prior to this Change Order N/A Days N/A Completion Date

Net increased/decreased resulting from this Change Order 0 Days

Current Contract Time including this Change Order 124 Days 8/07/23 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

Howard Asphalt LLC

CONTRACTOR  
2916 Kentucky Ave

Address  
Indianapolis, IN 46221

City/State/Zip

James Brainard, Mayor

Mary Ann Burke, Member

Lori Watson, Member

Matt Higginbotham  
Matt Higginbotham,  
Commissioner, Street  
Department

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

Date: 04/25/2023

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

Phone: 317-849-9666

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

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_



**REQUEST FOR CHANGE**

<b>Project:</b>	23-STR-01 Paving Program
<b>Address:</b>	Carmel, Indiana
<b>Owner / Contractor:</b>	City of Carmel - Street Department
<b>Submitted To:</b>	Matt Higginbotham
<b>Title:</b>	Street Commissioner

<b>RFC #</b>	<b>2</b>
<b>Date:</b>	<b>4/25/2023</b>
<b>Project #</b>	<b>23-1161</b>
<b>PO #</b>	<b>108575</b>

The following change(s) in scope and price are formally requested:

ITEM	DESCRIPTION	AMOUNT
1	6" - Concrete Drive	
	Request to add Line Item #27 - 6" Concrete Drive - 30 sys @ \$126.50/sys	\$ 3,795.00
2	9" - Concrete Drive	
	Request to add Line Item #28 - 9" Concrete Drive - 150 sys @ \$165.00/sys	\$ 24,750.00
	**Qty's provided by City of Carmel**	
	***CC&T (proposal attached)***	

<b>Reason for RFC:</b>	<b>Owner/Contractor Requested</b>	<b>Total Requested Change:</b>	<b>\$ 28,545.00</b>
------------------------	-----------------------------------	--------------------------------	---------------------

<b>Additional Day(s) Required:</b>	<b>0</b>
------------------------------------	----------

<b>Attachments?</b>	<input checked="" type="checkbox"/> Yes
---------------------	---

**Submitted By:****Approved By:**

Mike Parrish

SIGNATURE

DATE

NAME

Sr. Project Manager

PRINTED

TITLE

TITLE

All terms and conditions of the original contract apply to and govern this Request for Change.

\*In lieu of issuing a formal change order to Howard Companies as a response to this request, you may have an authorized representative of your company sign, date, and return this request.



# PROPOSAL

## C C & T CONSTRUCTION, INC.

5051 Prospect Street  
Indianapolis, IN 46203  
Phone: (317)356-6385  
Fax: (317)356-2175

Proposal Submitted To:	Phone:	Date:
<b>Howard Companies</b>		<b>4/24/2023</b>
Attention:	Email	
<b>Mike Parrish</b>	<a href="mailto:mparrish@howardcompanies.com">mparrish@howardcompanies.com</a>	
Street:	Job Location:	
City, State, and Zip Code:	Job Name:	

*We hereby submit specifications and estimates for:*

- 1.) Labor and Material,  
6" - concrete drive - \$115.00 SY
- 2.) Labor and Material,  
9" - concrete drive - \$150.00 SY

---

*We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:*  
**SEE ABOVE** dollars

Payment To Be Made As Follows:

All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature:

*Tony Page*

Note: This proposal may be withdrawn by us if not accepted within 10 day

### Acceptance of Proposal

*The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.*

Authorized Signature:

Authorized Signature:

Date of Acceptance:



# City of Carmel Project

## 23-STR-01 Paving Program

APPROVED

By Sergey Grechukhin at 11:23 am, May 04, 2023

### Change Order #3 – Plunge Mill Line Item

---

Change Order # 3 is an additional plunge mill line item.

Contract Price prior to this Change Order \$ 3,685,093.16

Contract Price will be **increased**/decreased by this Change Order \$ 77,625.00

New Contract Price including this Change Order \$ 3,762,718.16

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$ 3,641,478.16		N/A
Additional MOT for CC&T	\$ 15,070.00	\$ 3,656,548.16	0.41 %
Additional Concrete Drive Line Items	\$ 28,545.00	\$ 3,685,093.16	1.20 %
Additional Plunge Mill Line Item	\$ 77,625.00	\$ 3,762,718.16	3.33 %



CITY OF CARMEL

TO:

CONTRACT CHANGE ORDER NO.: 3  
 DATE: 04/26/23  
 PROJECT NAME: 23-STR-01 Paving Program  
 CITY REQ. NO.: N/A  
 CITY PO NO.: 108575  
 CITY PO DATE: 03/02/2023

- I. You are directed to make the following changes in this Contract:  
 Change Order #3 is an additional plunge mill line item

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT</u> <u>(+) OR (-) DAYS</u>
Additional Plunge Mill Line Item	\$ 77,625.00	+2

- 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.: 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 \$ 3,685,093.16

Contract Price will be increased/decreased by this Change Order \$ 77,625.00

New Contract Price including this Change Order \$ 3,762,718.16

Contract Time Prior to this Change Order N/A Days N/A Completion Date

Net increased/decreased resulting from this Change Order +2 Days

Current Contract Time including this Change Order 126 Days 8/09/23 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

Howard Asphalt LLC

CONTRACTOR  
2916 Kentucky Ave

Address  
Indianapolis, IN 46221

City/State/Zip

James Brainard, Mayor

Mary Ann Burke, Member

Lori Watson, Member

*Matt Higginbotham*

Matt Higginbotham,  
Commissioner, Street  
Department

By:  
*Matt Higginbotham*

Matt Higginbotham  
Phone: 317-733-2001

Date: 04/26/2023

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

Phone: 317-849-9666

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

ATTEST:

Sue Wolfgang, Clerk  
Date: \_\_\_\_\_



<b>RFC #</b>	<b>3</b>
<b>Date:</b>	<b>4/25/2023</b>
<b>Project #</b>	<b>23-1161</b>
<b>PO #</b>	<b>108575</b>

[illegible]

<b>Attachments?</b>	<input checked="" type="checkbox"/> Yes
---------------------	---

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

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

\*In lieu of issuing a formal change order to Howard Companies as a response to this request, you may have an authorized representative of your company sign, date, and return this request.



# CITY OF CARMEL, INDIANA

## INFORMATION

Reviewed/Approved Via Email  
CFD Heavner      STREETS Privett  
CPD Horner      ENG Kirsh  
~~CRED Brewer~~      ~~CPA/REI Adams/ Brock~~

## SPECIAL EVENT / FACILITY USE REQUEST FORM

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

### CONTACT INFORMATION:



Contact Person      Amanda Ahern

Email      aahern@hotelcarmichael.com

Phone Number:      3176881578

Cell Number:

Name/Organization:      Hotel Carmichael: Baker / Stradling Wedding

Address      Street Address  
1 Carmichael Square  
Address Line 2  
City      State / Province / Region  
Carmel      IN  
Postal / Zip Code      Country  
46032      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

Event Date      End Date  
9/16/2023      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

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**
- ☐ **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

## 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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The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.



# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Public Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

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.

Hotel Carmichael / Amanda Ahern  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Amanda Ahern  
Printed Name and Title (If applicable)

\*

3176881578  
Phone Number (Required)

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

4/24/2023  
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  
CFD Heavner    STREETS Privett  
CPD Horner    ENG Kirsh  
CRED Brewer    CPA/REI Adams/Brock

## INFORMATION

### SPECIAL EVENT / FACILITY USE REQUEST FORM

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

#### CONTACT INFORMATION:



Contact Person    Amanda Ahern

Email    aahern@hotelcarmichael.com

Phone Number:    3176881578

Cell Number:

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:    Wedding Ceremony    Mester/Schoenle

Event Date

7/29/2023

End Date

7/29/2023

Number of People Expected:    130

Set-Up Start time    02:00:00 PM

Tear Down End Time    07:00:00 PM



Event Start time:

05:00:00 PM

Event end time:

06:00:00 PM

Rehearsal

☐ NA

Rehearsal Date:

7/28/2023

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

Description of Event:

Provide a brief description of event

Wedding Ceremony for 130 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

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:

---



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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# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Public Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

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.

Hotel Carmichael / Amanda Ahern  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Amanda Ahern  
Printed Name and Title (If applicable)

\*

3176881578  
Phone Number (Required)

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

4/24/2023  
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    STREETS Privett  
CFD Heavner    ENG Kirsh  
CRED Brewer

### INFORMATION

## SPECIAL EVENT / FACILITY USE REQUEST FORM

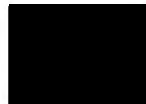
\* Must be at least 18 years of age to complete this form.

### CONTACT INFORMATION:

Contact Person    Taylar Thomas

Email    tthomas@pacers.com

Phone Number:



Cell Number:

Name/Organization:    Indiana Pacers

Address

Street Address

125 S Pennsylvania St

Address Line 2

City

Indianapolis

Postal / Zip Code

46204

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:    NBA Draft Viewing Party

Event Date

6/22/2023

End Date

6/22/2023

Number of People Expected:    500

Set-Up Start time    03:00:00 PM

Tear Down End Time    10:00:00 PM



Event Start time:

06:00:00 AM **PM**

Event end time:

10:00:00 AM **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

Indiana Pacers would host an NBA Draft Party at Midtown Plaza. Boomer, Pacemates, giveaways, players/staff would be part of the fun while the actual draft would be shown on the big screen TV at the Plaza.

I have attached the photo of the two parking spots that we would need reserved for the event.

Attach additional pages if needed-SEE BELOW

6.23 Pacers Draft Party - Reserved Parking

198.1KB

Spots.JPG

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

**\*See photos of planned decorations**

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:

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

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

XXXXXXXXXXXXXXXXXXXX

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

N/A

\*\* Above were marked in error. Sun King is providing food/alcohol. Not the Pacers organization.

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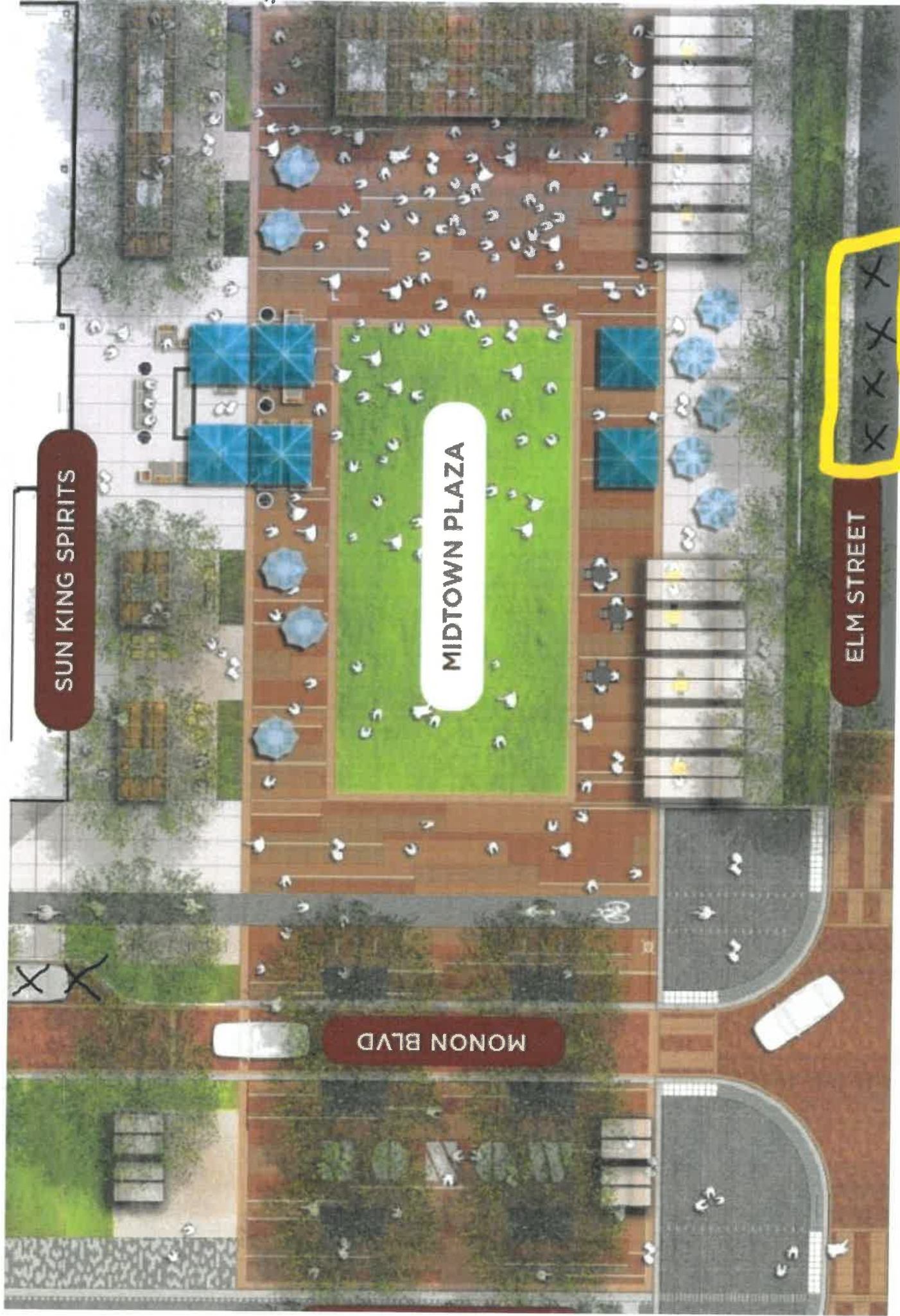
Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk,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

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MIDTOWN PLAZA

SUN KING SPIRITS

MONON BLVD

ELM STREET

X X X X X

Parking Spots  
needed

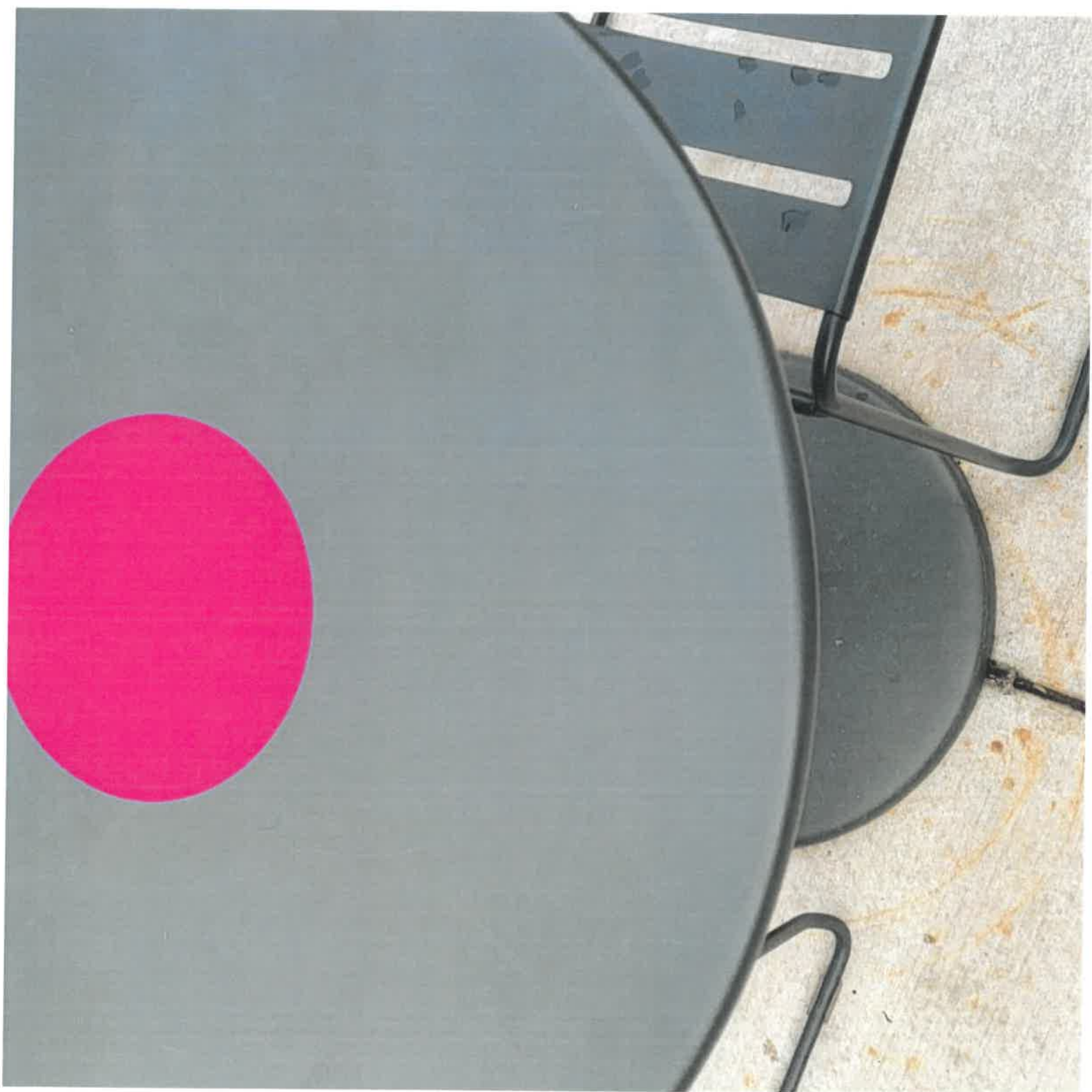














# ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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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.

Pacers Sports & Entertainment/Taylor Thomas  
Name of Organization/Applicant

\*

*Taylor Thomas*

Signature of Authorized Agent/Applicant

Taylor Thomas - Ticket Business Manager  
Printed Name and Title (If applicable)

\*

Phone Number (Required)

125 S Pennsylvania St, Indianapolis, IN 46204  
Address of Organization/Applicant

5/2/2023  
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

### INFORMATION

Reviewed/Approved Via Email  
CPD Horner                      STREETS Privett  
CFD Heavner                    ENG Kirsh  
CRED Brewer

## SPECIAL EVENT / FACILITY USE REQUEST FORM

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

### CONTACT INFORMATION:

Contact Person                      Parool Patel

Email                                      paroolpatel21@yahoo.com

Phone Number:

Cell Number:

Name/Organization:                      Yoga 21

Address

Street Address

14486 Dyblin

Address Line 2

City

Carmel

Postal / Zip Code

46033

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:                      yoga event

Event Date

<sup>20</sup>  
6/21/2023

End Date

<sup>20</sup>  
6/21/2023

Number of People Expected:    150

Set-Up Start time                      ~~08:00:00 AM~~    4 : 00    PM

Tear Down End Time                      08:00:00 PM



Event Start time:

06:00:00 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

**International Yoga Day**

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



## SECURITY DEPOSIT AND FEE:



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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Yoga 21  
Name of Organization/Applicant

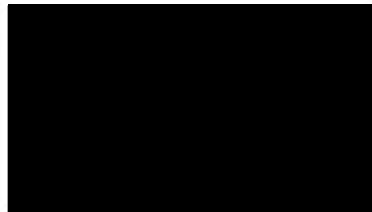
\*

*Parool Patel*

Signature of Authorized Agent/Applicant

Parool Patel  
Printed Name and Title (If applicable)

\*



4/10/2023  
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 STREETS Privett  
CFD Heavner ENG Kirsh  
CRED Brewer CPA/REI Adams/Brock

## INFORMATION

### SPECIAL EVENT / FACILITY USE REQUEST FORM

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

#### CONTACT INFORMATION:



Contact Person	Hotel Carmichael / Amanda Ahern		
Email	aahern@hotelcarmichael.com		
Phone Number:	3176881578		
Cell Number:			
Name/Organization:	Hotel Carmichael: Schwalm / Beaver Wedding Ceremony		
Address	Street Address		
	1 Carmichael Square		
	Address Line 2		
	City	State / Province / Region	
	Carmel	IN	
	Postal / Zip Code	Country	
	46032	United States	
Organization Type:	For-Profit Organization		
Residency/Location:	Do you reside or are you located within the Carmel city limits?		
	<input checked="" type="radio"/> <b>Yes</b>		
	<input type="radio"/> <b>No</b>		
Event/Use Purpose:	Schwalm / Beaver Wedding Ceremony		
Event Date	End Date		
9/3/2023	9/3/2023		
Number of People Expected:	120		
Set-Up Start time	01:00:00 PM		
Tear Down End Time	11:00:00 PM		



Event Start time:

04:00:00 PM

Event end time:

05:00:00 PM

Rehearsal

☐ NA

Rehearsal Date:

9/2/2023

Rehearsal Start Time:

03:00:00 PM

Rehearsal End Time:

05:00:00 PM

Fees?

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

☐ YES

☒ NO

Fees (cont'd)

Purpose of fee

Description of Event:

Provide a brief description of event

Wedding Ceremony

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

## 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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The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.



# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Public Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

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.

Hotel Carmichael / Amanda Ahern  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Amanda Ahern  
Printed Name and Title (If applicable)

\*

3176881578  
Phone Number (Required)

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

4/24/2023  
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

### INFORMATION

Reviewed/Approved Via Email  
CPD Horner STREETS Privett  
CFD Heavner ENG Kirsh  
CRED Brewer

### SPECIAL EVENT / FACILITY USE REQUEST FORM

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

#### CONTACT INFORMATION:

Contact Person Jen Wilkins

Email jenw@shred415.com

Phone Number:

Cell Number:

Name/Organization: Shred415

Address

Street Address

11503 Springmill Road

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

USA

Organization Type: For-Profit Organization

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

• Yes

No

Event/Use Purpose: Free outdoor workout for anyone to join!

Event Date

6/21/2023

Plus 7/19/23

End Date

6/21/2023

Number of People Expected: 75

Set-Up Start time 05:00:00 PM

Tear Down End Time 07:00:00 PM



Event Start time:

06:00:00 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

Join us for a free outdoor workout lead by Shred415 instructors for anyone to join!  
Come and get moving with us at the Midtown Plaza!

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)
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- ☐ **TRAFFIC CONTROL** (Extra fees may apply)
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- ☐ **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**
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Explain lane restrictions needed and other needed below:

Further Info for type of  
closure



## SECURITY DEPOSIT AND FEE:



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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)

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# ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

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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.

Shred415

Name of Organization/Applicant

\*

*Jennifer Wilkins*

Signature of Authorized Agent/Applicant

Jennifer Wilkins COO

Printed Name and Title (If applicable)

\*

Phone Number (Required)

11503 Springmill Road, Suite 400, Carmel, IN 46032

Address of Organization/Applicant

5/1/2023

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: \_\_\_\_\_

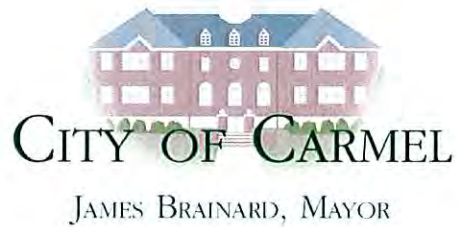
ATTEST:

\_\_\_\_\_  
Sue Wolfgang, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_





May 9, 2023

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

**RE: 1st ON MAIN - SECONDARY PLAT**

Dear Board Members:

Krieg Devault LLP has requested the secondary plat for 1<sup>st</sup> on Main be placed on the Board of Public Works and Safety agenda for approval and signatures.

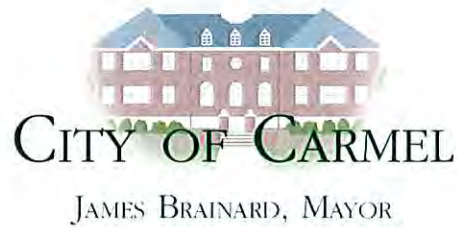
The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: MYLAR PLAT





May 9, 2023

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

**RE: OPEN PAVEMENT CUT; LANE RESTRICTION- CENTERPOINT ENERGY – 431 E CARMEL DRIVE**

Dear Board Members:

Bob Goins with Culver's is requesting approval for an open pavement cut 431 E Carmel to install new utility service lines (exhibit attached). The open pavement cut will require restriction of the south eastbound lane of Carmel Drive. Work is scheduled to begin upon Board approval.

The Department of Engineering recommends that the Board approve the requested lane restriction 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).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48-hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- Potholing for utility crossings in paved areas shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified, and a steel plate is to be placed over the open cut, secured, and anchored in place.

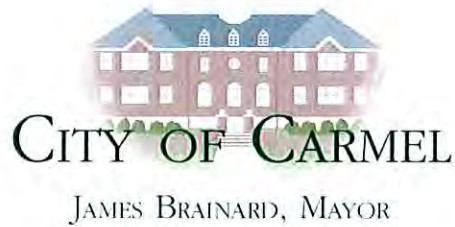
Sincerely,

Jeremy Kashman, P.E.  
City Engineer









May 9, 2023

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

**RE: CURB CUT REQUEST; CURB CUT VACATION– 530 2<sup>nd</sup> AVE NE**

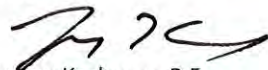
Dear Board Members:

Wedgewood Builders has requested approval of a curb cut to serve a proposed residence at 530 2<sup>nd</sup> Ave NE (Exhibit attached). The existing approach on 2<sup>nd</sup> Ave NE will be vacated and the proposed driveway will be installed from the alley west of the property. There are no alignment or sight line issues associated with this request.

The Department of Engineering recommends that the Board approve the requested curb cut and curb cut vacations contingent upon satisfaction of the following requirements:

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- The portion of the proposed entrance within the right of way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6).
- The vacated curb cut and existing driveway shall be completely removed and restored to the satisfaction of the City Engineer.
- Apron within right of way shall not exceed maximum width indicated on City Standard Details and shall be minimum 6" thickness concrete. (City of Carmel Standard Drawing 10-21A) No portion of the proposed drive aprons within the City right of way shall encroach past the extension of the property line to the center of the street.
- Public streets and alleys shall be always kept clean of dirt and debris.
- Petitioner understands that approval is granted for the items described above only. All other items of work shown on the attached exhibits are subject to review and approval by the Department of Engineering and other Departments of the City as a part of a separate process.
- Access to surrounding properties shall be maintained at all times.
- Any damage to improvements within the public right-of-way connected with the construction of the project shall be restored to comply with all city codes and standards to the satisfaction of the City when work is complete.

Sincerely,



Jeremy Kashman, P.E.  
City Engineer



C.W. WEIDLERS

LOT #31

CITY OF CARMEL, INDIANA  
530 2ND AVENUE NE

## PLOT PLAN

PREPARED FOR  
WEDGEWOOD BUILDERS

CITY OF CARMEL NOTE:

- 1) THAT PORTION OF DRIVEWAY WITHIN ALLEY RIGHT-OF-WAY SHALL CONFORM TO CITY STANDARDS IN ALL RESPECTS.
- 2) ALL KNOWN PLATTED AND PROPOSED EASEMENTS SHOWN ON THIS PLOT PLAN.

DISTURBED AREA: 0.17± AC.

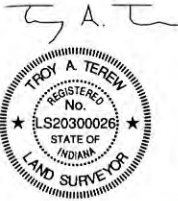
CITY OF CARMEL  
LOT COVERAGE CALCULATION  
HOUSE AND GARAGE 2,509± SQ.FT.  
PORCH 402± SQ.FT.  
COVERED PATIO 0± SQ.FT.  
PATIO/STOOPS 0± SQ.FT.  
PRIVATE WALK 97± SQ.FT.  
DRIVE TO R/W 585± SQ.FT.  
TOTAL LOT COVERAGE 3,593± SQ.FT.

LOT AREA: 7,456 SQ.FT.  
LOT COVERAGE: 48.2%



### NOTE:

- DRIVE ENTRY TO CONFORM WITH CITY OF CARMEL STANDARD PLAN 10-21A. CHANGES TO DRIVEWAY WITHIN R/W MAY REQUIRE BOARD OF PUBLIC WORKS APPROVAL.
- THE LOCATIONS, DIMENSIONS, AND WIDTH ALONG THE PROPOSED PUBLIC SIDEWALKS WERE SCALED OR TAKEN FROM ENGINEERING CONSTRUCTION PLANS PREPARED BY OTHERS OR AS PROVIDED.
- VERIFY SANITARY LATERAL LOCATION PRIOR TO CONSTRUCTION.
- IT SHALL BE THE RESPONSIBILITY OF THE BUILDER/CONTRACTOR TO VERIFY THE BUILDING DIMENSIONS, BUILDING LOCATIONS, THE LOCATION OF OTHER PERTINENT FEATURES AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. THE INTENDED USE OF THIS PLOT PLAN IS FOR SECURING BUILDING PERMITS ONLY AND SHALL NOT BE USED FOR ANY OTHER PURPOSE.



Reviewed  
03/15/2023 11:32:56 AM  
LBaker

"MAIN LEVEL FFE, PORCH FFE, SIDEWALK SLOPE, AND DRIVEWAY SLOPE TO BE REVIEWED WITH HOMEOWNER ON SITE FOR FINAL APPROVAL"



TYPICAL SWALE SECTION

000.0 — EXISTING GRADE  
000.0 — PROPOSED GRADE



LAND DEVELOPMENT CONSULTING  
& LAND SURVEYING SERVICES  
11650 Old Road, Suite 1000-289  
Fishers, Indiana 46037  
Phone: (317) 841-8754  
Fax: (317) 841-8762  
E-mail: Troy@TrueNorthIndy.com

DRAWN: TAT  
JOB#: 23-012  
DATE: 03/08/23  
REV.  
ZONED: OLD TOWN CHARACTER SUB-AREA  
OLD TOWN OVERLAY  
R-3

SCALE: 1" = 30'  
PAPER SIZE: 11"x17"  
F.F.E. HSE: 843.7'  
F.F.E. GAR: 840.7'  
F.F.E. BSM: 833.7'

SHEET 1 OF 3

### ALLEY NOTE:

NO MATERIAL OR CONSTRUCTION EQUIPMENT IS ALLOWED ON THE PERVIOUS ALLEY. THE CITY MAY REQUIRE CLEANUP OF PERVIOUS PAVEMENT THROUGHOUT CONSTRUCTION.

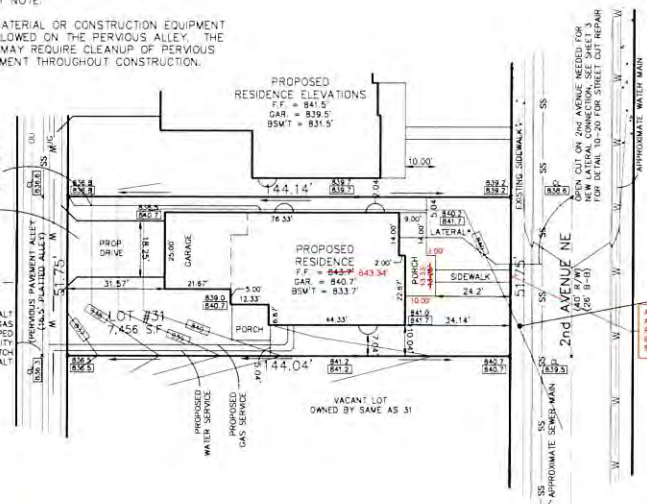
NOTE: BUILDER TO ENSURE POSITIVE DRAINAGE AWAY FROM STRUCTURE(S)

SUMP DRAIN AND ROOF DRAINS TO BE HARD PIPED TO SUBSURFACE DRAIN STUB PER CITY OF CARMEL PROJECT NO. 13-06

PROPOSED CONCRETE DRIVEWAY MUST BE CONCRETE IN ALLEY R/W

ELECTRICAL SERVICE TO BE PROVIDED OVERHEAD

OPEN CUT IN POROUS ASPHALT ALLEY REQUIRED FOR GAS AND WATER SERVICE, TO TAPPED AND ACCESSED IN ONE UTILITY TRENCH. SEE SHEET 3 FOR PATCH NEEDED FOR CUT ON POROUS ASPHALT



ASSUMED ELEVATION AT INTERSECTION OF FRONT WALK AND EXISTING SIDEWALK: 840

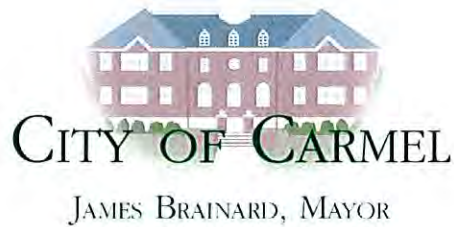
### MINIMUM FLOOD PROTECTION GRADE:

1) THE MINIMUM FLOOD PROTECTION GRADE (MFPG) IS 840.6' FOR THE HOUSE PER CITY OF CARMEL, AND IS 2-FEET ABOVE 2ND AVENUE NE, 838.6 LOW POINT IN FRONT OF LOT. THIS IS THE MINIMUM GRADE OF ALL STRUCTURES, FOR ALL WINDOWS, DOORS, PIPE ENTRANCES, TOP OF WATERPROOF WINDOW WELLS, AND OTHER STRUCTURE MEMBERS. GARAGE MLAG IS 839.6'

### MINIMUM LOWEST ADJACENT GRADE:

1) THE MINIMUM LOWEST ADJACENT GRADE (MLAG) IS 840.6' FOR THE HOUSE PER CITY OF CARMEL, AND IS 2-FEET ABOVE 2ND AVENUE NE, 838.6 LOW POINT IN FRONT OF LOT. THIS IS THE MINIMUM GRADE OF ALL STRUCTURES, FOR ALL WINDOWS, DOORS, PIPE ENTRANCES, TOP OF WATERPROOF WINDOW WELLS, AND OTHER STRUCTURE MEMBERS. GARAGE MLAG IS 839.6'





May 10, 2023

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

**RE: OPEN PAVEMENT CUT– 722 S RANGE LINE ROAD**

Dear Board Members:

Denny Excavating is requesting approval for an open pavement cut near 722 Range Line Road to retire existing water service lines (exhibit attached). The open pavement cut will require restriction of an on-street parking space and a portion of the adjacent sidewalk. Work is scheduled to begin upon Board approval.

The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut conditioned upon the following requirements:

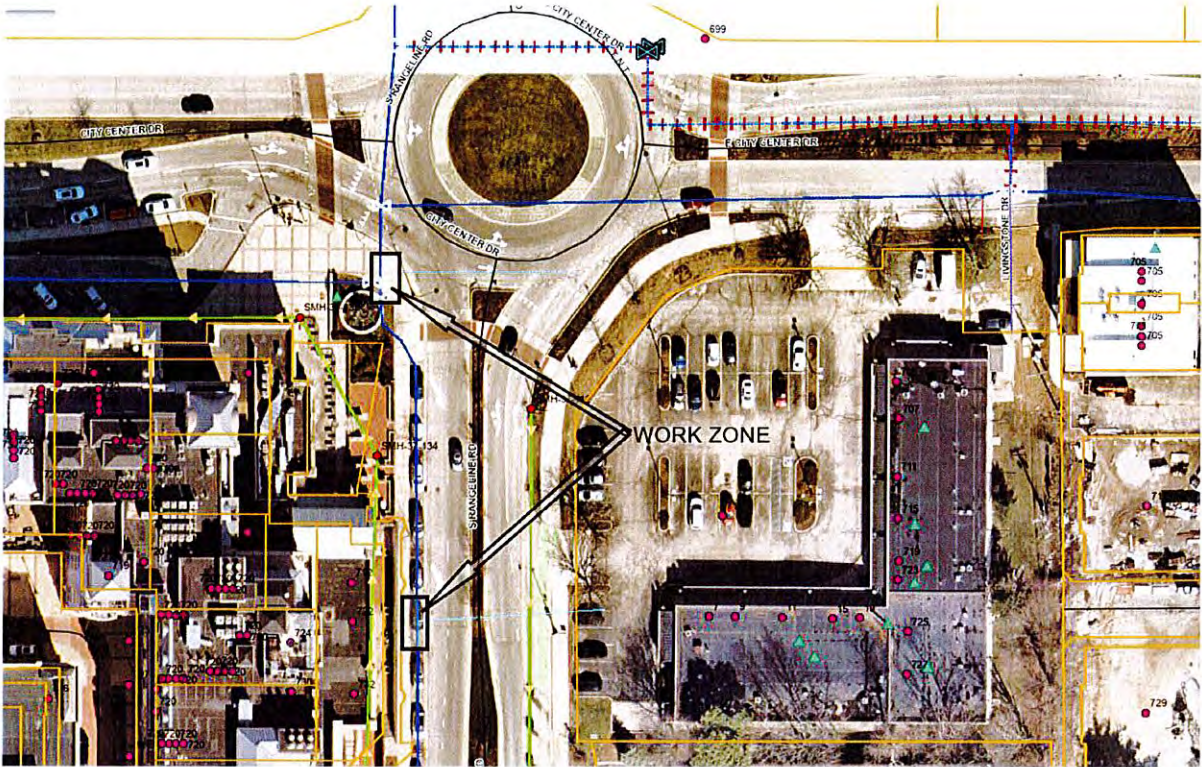
- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage during the duration of the work. Traffic shall be maintained at all times during the restrictions.
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- Petitioner agrees to post proper road & sidewalk closure signage during the duration of the work. Signage for the sidewalk closure, measuring at least 12" x 18", stating "SIDEWALK CLOSED" shall be placed prior to closure of a sidewalk.
- 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.
- Any open pavement cuts remaining open during overnight non-working hours shall be covered with a steel plate, anchored and secured in place.
- 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



Water Service Retirement Locations







5/10/2023

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

**Re: Consent to Encroach (native plantings and boulders) at 1083 Serenity Ct**

Dear Board Members:

A Consent to Encroach document signed by Kain, David & Joy h&w, owners of the property with the common address 1083 Serenity Ct , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 05/17/2023 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kashman", with a stylized flourish at the end.

**Jeremy Kashman, PE**  
City Engineer





5/10/2023

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

**Re: Request for Variance (native plantings and boulders) at 1083 Serenity Ct**

Kain, David & Joy h&w, owner of the property with the common address 1083 Serenity Ct, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a native plantings and boulders that will conform to and be maintained in accordance with the Bonbar operations and maintenance manual within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

- Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement. (we will record the agreement for you).
- Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the improvement that, in the opinion of the City, represents a Detriment as defined in City Code.
- Petitioners shall obtain approval from the HOA for installation of the improvement if such approval is required by the restrictive covenants of the development.

Respectfully,

A handwritten signature in black ink, appearing to read "JKashman", is written over a horizontal line.

**Jeremy Kashman, PE**  
City Engineer





### CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Kain, David & Joy h&w, 1083 Serenity Ct, Carmel, Hamilton County, Indiana 46280, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

#### WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 22 ("Lot") in BONBAR AT MONON LAKE, which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PC 5 SLIDE 414, Instrument Number 2015-56847 in the Office of the Hamilton County Recorder on 11/01/2015, as BONBAR AT MONON LAKE (the "Plat"); and

WHEREAS, the current Owner wishes to install native plantings and boulders that will conform to and be maintained in accordance with the Bonbar At Monon Lake operations and maintenance manual on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 15-foot Natural Vegetation, Stormwater Best Management Practice & Drainage Easement , identified as "15' N.V.B.M.P.&D.E." on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approves the Owner's request for a variance from Carmel City Code Section 6-227(4); and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and



NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.
8. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
9. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
10. This Agreement shall be effective as of the date on which it is last executed by a party hereto.



11. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
12. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
13. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

PROPERTY OWNER

Joy Kain  
Printed Name  
Joy Kain  
Signature  
Date: 5/5/23

PROPERTY OWNER

Printed Name

Signature

Date:

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared

JOY KAIN  
by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 5<sup>TH</sup> day of MAY, 2023

My Commission Expires:

11/21/2027

NOTARY PUBLIC

GREGORY L. DITLINGER

Printed Name

My County of Residence:

HAMILTON



GREGORY L. DITLINGER  
Notary Public  
State of Indiana  
Commission No. NP0723644  
My Commission Expires  
November 21, 2027



11. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
12. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
13. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

PROPERTY OWNER

David Kain

Printed Name

[Signature]

Signature

Date: 5.5.23

PROPERTY OWNER

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

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

STATE OF INDIANA )

) SS:

COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared

David Kain

by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 5<sup>th</sup> day of May, 2023

My Commission Expires:

5.18.24

[Signature]

NOTARY PUBLIC

Lisa Scott

Printed Name

My County of Residence: Hamilton





"CITY"

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 Watson, Member

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

\_\_\_\_\_  
Sue Wolfgang, Clerk

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

STATE OF INDIANA                 )  
  ) SS:  
COUNTY OF HAMILTON         )

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Sue Wolfgang, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed Name

My County of Residence: \_\_\_\_\_

This instrument was prepared by Jon Oberlander, Esquire, Assistant Corporation Counsel, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Jon Oberlander, Esquire



LAND DESCRIPTION:

Exhibit A

A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST IN HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

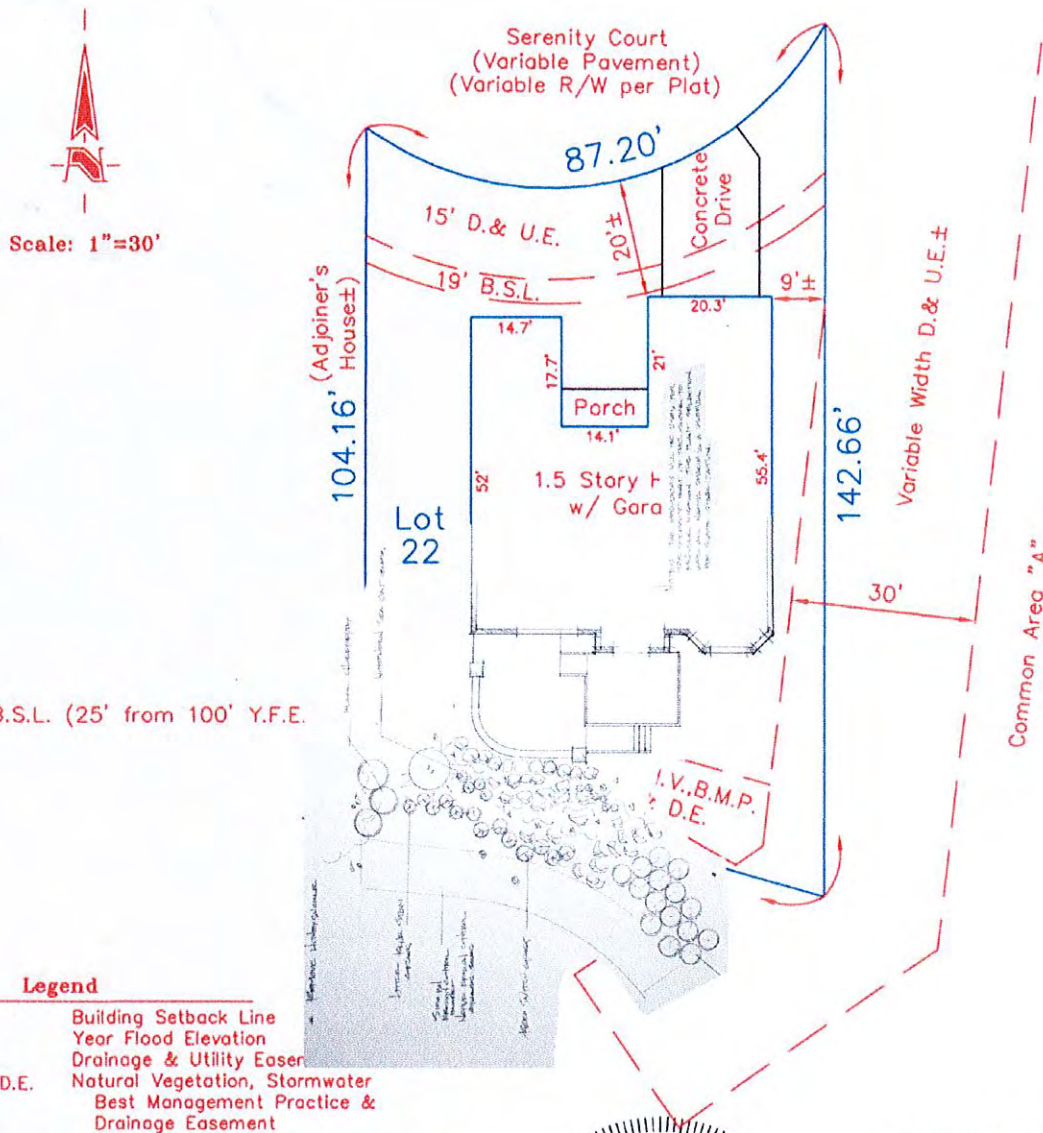
COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION, THENCE NORTH 89 DEGREES 09 MINUTES 48 SECONDS WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 40.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 07 MINUTES 43 SECONDS WEST (ASSUMED BEARING) PARALLEL WITH THE EAST LINE OF SAID QUARTER 1964.30 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 465 PER BOOK 200, PAGE 290 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, THE NEXT (3) CALLS ARE ALONG SAID RIGHT OF WAY; (1) THENCE NORTH 72 DEGREES 44 MINUTES 44 SECONDS WEST 210.36 FEET; (2) THENCE NORTH 74 DEGREES 40 MINUTES 03 SECONDS WEST 301.50 FEET; (3) THENCE NORTH 68 DEGREES 57 MINUTES 23 SECONDS WEST 328.44 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 23 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 80.53 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 37 SECONDS EAST 0.27 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 23 SECONDS WEST PARALLEL WITH SAID WEST LINE 212.38 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 49 SECONDS WEST 2.02 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 19 SECONDS WEST 216.98 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 17 SECONDS WEST 0.84 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 43 SECONDS EAST PARALLEL WITH SAID EAST LINE 821.05 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 49 SECONDS WEST 4.71 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 23 SECONDS WEST PARALLEL WITH SAID WEST LINE 50.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 37 SECONDS WEST 1.00 FOOT; THENCE NORTH 89 DEGREES 51 MINUTES 05 SECONDS EAST 3.85 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 43 SECONDS EAST PARALLEL WITH SAID EAST LINE 332.97 FEET TO THE AFORESAID NORTH LINE; THENCE SOUTH 89 DEGREES 09 MINUTES 48 SECONDS EAST ALONG SAID NORTH LINE 800.77 FEET TO THE POINT OF BEGINNING, CONTAINING 33.948 ACRES, MORE OR LESS.



# SURVEYOR LOCATION REPORT

I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in Sections 27 through 29 of 865 IAC 1-1-12 for a SURVEYOR LOCATION REPORT. Unless otherwise noted there is no visible evidence of possession lines found.

Note: Patio into Easement 0'-4'± as shown.



## HAHN SURVEYING GROUP, INC.

Land Surveyors

8925 N. Meridian Street, Suite 120  
Indianapolis, Indiana 46260

PHONE: (317) 846-0840

FAX: (317) 846-4298

EMAIL: [orders@hahnsurveying.com](mailto:orders@hahnsurveying.com)

[www.hahnsurveying.com](http://www.hahnsurveying.com)



CERTIFIED: 07/13/2022

*Chad D. Hahn*

Chad D. Hahn  
Registered Land Surveyor,  
Indiana #20300031

Drawn By: JMP  
Job No.: S22-11728  
Sheet 2 of 2



## BONBAR AT MONON LAKE HOA

All improvements must meet the Bonbar Architectural standards, the recorded Covenants and Restrictions, and the codes and regulations of Carmel. The restrictions regarding the lakeside properties, and lakeshore vegetative filter strips can be found in the Operating and Maintenance Manual of Monon Lake. This manual was written by Weihe Engineering for the protection of the lake water. Each property has surface drainage, common area, property line setbacks and other easement restrictions.

**APPROVAL BY THE ARCHITECTURAL COMMITTEE IS BASED ON PLANS SUBMITTED. IF THE PROJECT DEVIATES FROM THE ORIGINAL APPLICATION, THE HOMEOWNER WILL BE REQUIRED TO PRESENT NEW DRAWINGS, AND SUCH DRAWINGS SHALL MEET ALL PROPERTY SET-BACK REQUIREMENTS, ETC.**

- a) If you need assistance, please reach out to a member of the Architectural Committee and we will be happy to help.
- b) The homeowner is responsible for all site cleanup and repair of any damage to common areas.
- c) **The homeowner is to contact the ARC upon the project completion for ARC final inspection and approval of the project.**
- d) Please inform an ARC member if project will not be completed within 120 Days from date of approval.

I hereby acknowledge that I have read and understand the ARCHITECTURAL STANDARDS set forth by the Board, as well as the Declaration of Covenants and Restrictions for Bonbar. This application meets all standards as well as the recorded Declaration.

7) David Kain 4/17/23  
 Signature of Homeowner date Signature of Homeowner date

--- DO NOT WRITE BELOW ---

### ARCHITECTURAL REVIEW COMMITTEE BONBAR AT MONON LAKE, INC.

**Committee Action:**

- ☒ Approved as submitted. ☐ Approved with conditions stated in comments.
- ☐ Deferred ☐ Denied
- ☐ Additional information required: \_\_\_\_\_

Comments: Please sketch the small garden retaining wall on your diagram to be included with approved project

Signed: Becky Wanick Date: 4-25-2023  
 ARCHITECTURAL REVIEW COMMITTEE REPRESENTATIVE

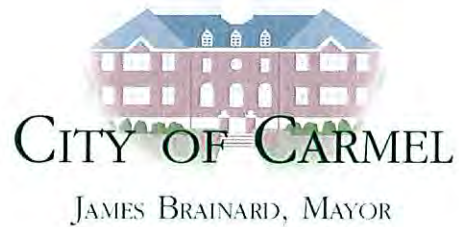
### FINAL INSPECTION REPORT

PROJECT FINDINGS: \_\_\_\_\_

- ☐ Final Approved. ☐ Remedy required per project findings: \_\_\_\_\_ (Inspector Initial)

ARC Final Approval Signed: \_\_\_\_\_ Date: \_\_\_\_\_





May 9, 2023

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

***RE: STORMWATER TECHNICAL STANDARDS WAIVER – 1701 E 116<sup>th</sup> STREET***

Dear Board Members:

Steven Scott Rucker, PE, with Weihe Engineers has requested a waiver from the Stormwater Technical Standards Manual in association with a proposed commercial development at 1701 E 116<sup>th</sup> Street (exhibits attached).

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

Sincerely,

Jeremy Kashman, P.E.  
City Engineer





April 18, 2023

Engineering Department  
City of Carmel  
1 Civic Square  
Carmel, IN 46032

Attn: Jeremy Kashman, P.E.

Re: Variance request for Section 302.06-1

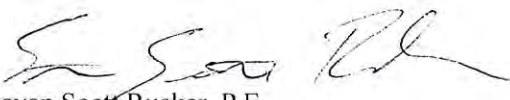
Weihe Engineers Inc. has analyzed the proposed drainage infrastructure for the redevelopment project located at 1701 E 116<sup>th</sup> St, Carmel, IN 46032, Indiana. On behalf of the project owners, we are respectfully requesting a variance from the requirements of section 302.06-1 of the City of Carmel Stormwater Technical Standards Manual (90% of the maximum storage volume restored within 48 hours).

According to Section 302.06-1, new detention basins must be designed to discharge 90% of the 100-yr storage volume within 48 hours of the beginning of the rainfall event. The proposed underground detention system was designed per the STSM to meet the other detention requirements including the 100-yr storage volume, additional storage volume for sediment, maximum outlet flow rates, and minimum outlet orifice size. However, meeting these requirements resulted in a design that does not meet the 90% drawdown time requirement. The analysis presented in the drainage report shows that approximately 85% of the maximum 100-yr storage volume will be restored to the detention system at the 48-hour mark.

The hydraulic analysis shows that this development cannot meet all the detention design requirements at once. We believe providing 85% drawdown in 48 hours is sufficient for this situation. The deviation from the standard will not cause additional danger to property or public safety.

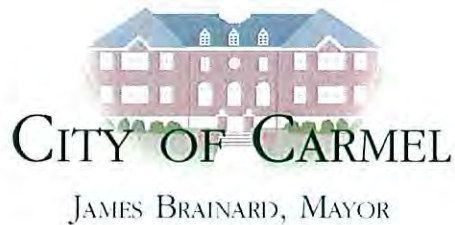
Based on these factors, we respectfully request a variance from the requirements of Section 302.06-1 to provide 85% detention drawdown in 48 hours.

Thank you,



Steven Scott Rucker, P.E.  
Engineer, Commercial Development





May 9, 2023

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

**RE: CURB CUT REQUEST – 9765 TOWNE RD**

Dear Board Members:

The property owner at 9765 Towne Road has requested approval of an additional curb cut to provide access to a proposed riding arena to be constructed south of the existing residence. The proposed curb cut will be added to the end of the Fallwood Drive stub (Exhibit attached).

The Department of Engineering recommends that the Board approve the requested additional curb cut contingent upon satisfaction of the following requirements:

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8), 6-227(b).
- Apron within right-of-way shall not exceed maximum width indicated on the City Standard Detail.
- Roadside drainage must be maintained across the proposed entrance pursuant to Carmel City Code 6-227(h)(9).
- Any damage to the existing improvements within the right-of-way shall be restored to the satisfaction of the City when the work is complete.
- Public Streets shall always be kept clean of dirt and debris.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer



9765 Towne Road  
Carmel IN 46032

The following details are being provided in support of construction of an access driveway adjoining our property (9765 Towne Road) to Fallwood Way in the Bramblewood subdivision. This is being proposed to gain access to the eastern boundary of 9765 Towne Road to allow for installation of a private use outdoor riding arena. The arena will be 180 ft x 60 ft (10,800 sq ft) as depicted in figure 1.

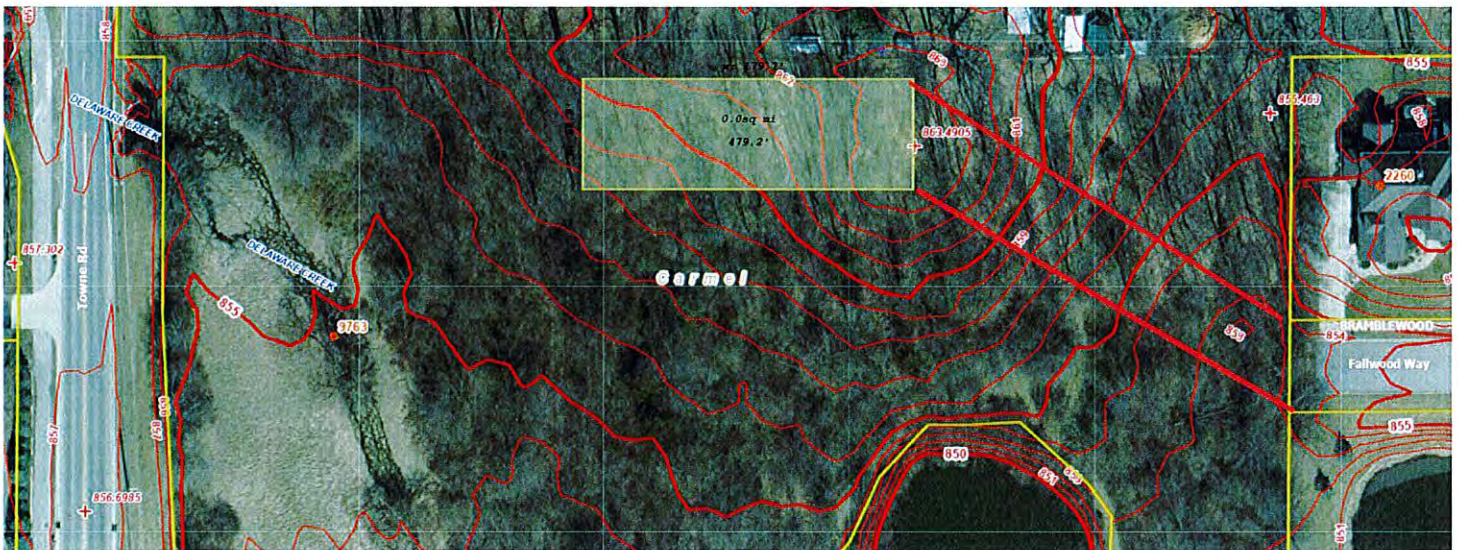


Figure 1



PROJECT	DESIGNATION
2200151	2200151
CONTRACT	BRIDGE FILE
R-44210	---

# INDIANA DEPARTMENT OF TRANSPORTATION



## ROAD PLANS

106th STREET AND HAZEL DELL PARKWAY ROUNDABOUT

PROJECT NO. 2200151 P.E.

2200151 R/W

2200151 CONST.

Intersection Improvement at 106th Street and Hazel Dell Parkway  
Approximately 0.70 Miles East of Gray Road in Section 4, T-17-N,  
R-4-E and Section 9, T-17-N, R-4-E, City of Carmel, Clay  
Township, Hamilton County, Indiana

CITY OF CARMEL  
BOARD OF PUBLIC WORKS

JAMES BRAINARD, MAYOR DATE

LORI WATSON, MEMBER DATE


MARY ANN BURKE, MEMBER DATE

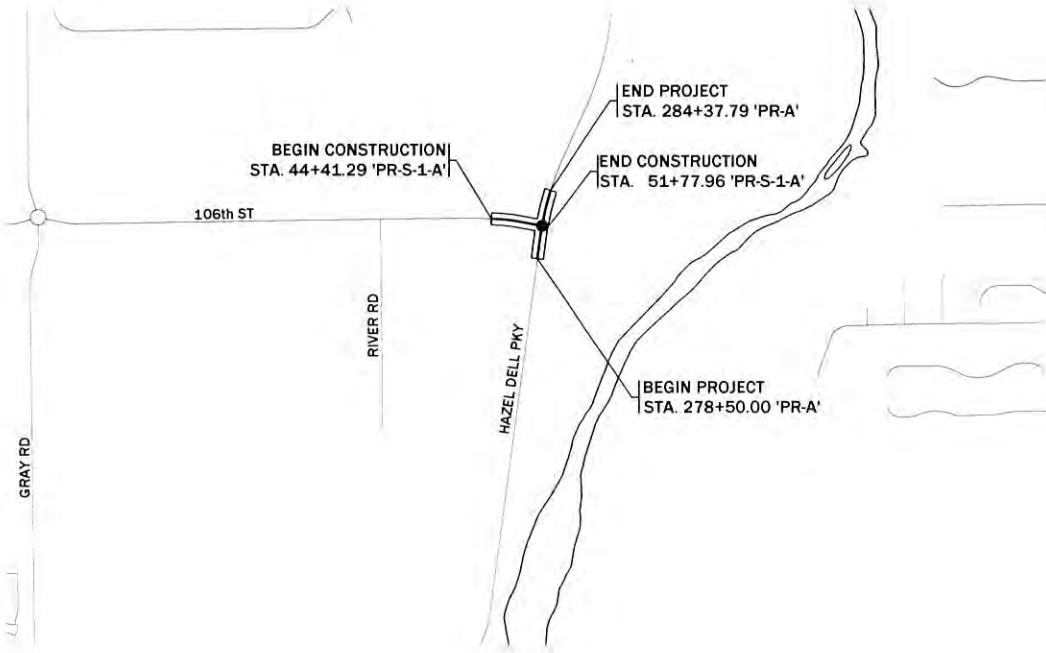
CLERK-TREASURER

SUE WOLFGANG DATE

ENGINEERING

 5/9/23  
JEREMY RASHMAN, P.E.  
CITY ENGINEER

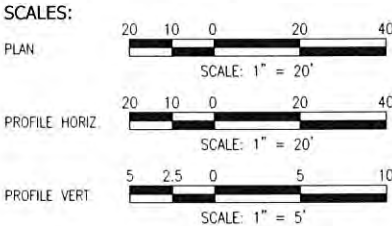
 5/9/23  
CHRIS OGG, P.E.  
ASSISTANT CITY ENGINEER (ERC)



PROJECT LOCATION SHOWN BY  
City of Carmel  
Hamilton County

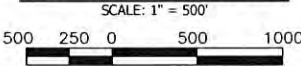
LATITUDE 39°56'28" N LONGITUDE 86°04'29" W

ROADWAY LENGTH: 0.31 MI.  
TOTAL LENGTH: 0.31 MI.  
MAX. GRADE: 2.00%



Full Size Plans (24" x 36") Have Been Prepared Using  
Standard Engineering Scales. Reduced Sized Plans Will Not  
Conform To Standard Scales. In Making Measurements  
On Reduced Plans, The Above Scales May Be Used.

CITY OF CARMEL



INDIANA DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS DATED 2022  
AND CURRENT SUPPLEMENTS THERETO,  
TO BE USED WITH THESE PLANS

CERTIFIED BY:	REGISTERED PROFESSIONAL ENGINEER STATE OF INDIANA NO. 10910445	DATE
CERTIFIED BY:	REGISTERED PROFESSIONAL ENGINEER STATE OF INDIANA NO. PE60900360 COVERING LIGHTING DESIGN	DATE



APPROVED  
FOR LETTING: \_\_\_\_\_ DATE \_\_\_\_\_  
INDIANA DEPARTMENT OF TRANSPORTATION



PLANS PREPARED BY:  
DLZ INDIANA, LLC  
138 NORTH DELAWARE STREET  
INDIANAPOLIS, INDIANA 46204  
(317) 633-4120

BRIDGE FILE	---
DESIGNATION	2200151
SURVEY BOOK	SHEETS
ELECTRONIC	1 of 57
CONTRACT	PROJECT
R-44210	2200151



**RESOLUTION NO. BPW 05-17-23-01**

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY  
OF THE CITY OF CARMEL, INDIANA, APPROVING THE TRANSFER AND  
PRESENTATION OF PISTOL AND BADGE**

**WHEREAS**, pursuant to IC 5-22-22-6, the Board of Public Works and Safety of the City of Carmel, Indiana ("Board"), may transfer to another certain personal property; and

**WHEREAS**, Sergeant Phillip L. Hobson has provided over 28 years of meritorious service to the Carmel community as a Carmel City Police Officer, and will be retiring on May 26, 2023; and

**WHEREAS**, it has been a long-standing policy and practice of the Carmel Police Department to present to each of its sworn officers, upon retirement, their badge and firearm.

**NOW, THEREFORE, BE IT RESOLVED** by the Board, as follows:

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

Section 2. The following items may be transferred and presented to Sergeant Phillip L. Hobson upon his retirement, at the direction of the Chief of Police:

Sergeant Hobson's Service Weapon, Glock Model 17, 9 mm Pistol and accessories and Carmel Police Department Badge/marked "Retired."

**SO RESOLVED.**



**PASSED** by the Board of Public Works and Safety of the City of Carmel, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

**CITY OF CARMEL, INDIANA**

By and through its Board of Public Works and Safety ("Board")

By: \_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

Resolution No. BPW 05-17-23-01  
Page Two of Two Pages

This Resolution was prepared by Jon Oberlander, Carmel Interim Corporation Counsel, on 5/3/2023 2:27 PM. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.





City of Carmel  
Carmel Police Department  
3 Civic Square  
Carmel, Indiana 46032



May 1, 2023

City of Carmel  
Board of Public Works

and Safety  
One Civic Square  
Carmel, IN 46032  
Dear Members:

I respectfully request Board approval to have the below listed weapon and badge deleted from the Police Department inventory:

Glock Model 17, 9mm Pistol and accessories  
Carmel Police Department Badge / marked Retired

As has been the custom and practice of the City and Department, the weapon and badge will be presented to Sergeant Phillip L. Hobson, who will retire on May 26, 2023, from the Carmel Police Department, with twenty-eight years of service to the Carmel community as a police officer.

Respectfully,

James C. Barlow  
Chief of Police  
Carmel Police Department

JCB/bf