

**Board of Public Works and Safety Meeting  
AGENDA  
Wednesday, November 4, 2015 – 10:00 a.m.  
Council Chambers City Hall One Civic Square**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the October 21, 2015, Regular Meeting**

**2. BID-QUOTE OPENING/AWARDS**

- a. **Quote Openings for Snow Removal Art and Design District; Dave Huffman, Street Commissioner**
- b. **Quote Openings for Snow Removal Palladium and Tarkington; Dave Huffman, Street Commissioner**
- c. **Quote Openings for Snow Removal City Center – Nash Building; Dave Huffman, Street Commissioner**
- d. **Quote Openings for Tower; Dave Huffman, Street Commissioner**
- e. **Bid Opening Rock Salt – 2016; John Duffy, Director of the Department of Utilities**

**3. PERFORMANCE RELEASES**

- a. **Resolution BPW-11-04-15-01; Point Blank Gun Range; ROW Work; Jeremy Dixon, Meyer Najem**
- b. **Resolution BPW-11-04-15-02; Tom Wood Audi; Erosion Control; Tim Gray, CPM**
- c. **Resolution BPW-11-04-15-03; Sanctuary Project 1 LLC; Erosion Control; Section 1, 2A,4A; Lance Oakes, CESO**
- d. **Resolution BPW-11-04-15-04; Health & Wellness Suites; Right Of Way; Jeremy Dixon, Meyer Najem**

**4. CONTRACTS**

- a. **Request for Purchase of Goods and Services; Change Order #3; Sub Surface of Indiana; (\$6,798.44); Bridlebourne Drainage; Jeremy Kashman, City Engineer**

- b. **Request for Purchase of Goods and Services; Engledow Group; (\$21,612.50); 2015 Holiday Decorations;** Dave Huffman, Street Commissioner
- c. **Request for Purchase of Goods and Services; Additional Service; American Structurepoint; (\$77,200.00); Main Street Improvements;** Jeremy Kashman, City Engineer
- d. **Request for Purchase of Goods and Services; Jack Doheny Companies; (\$51,250.00); Proteus Inspection System;** Jeremy Kashman, City Engineer
- e. **Request for Purchase of Goods and Services; Williams Creek Consulting; (\$98,600.00); City Center Drainage Analysis;** Jeremy Kashman, City Engineer
- f. **Request for Purchase of Goods and Services; Kronos Inc.; (\$10,077.53); Telestaff;** Chief Dave Haboush, Carmel Fire Department
- g. **Request for Purchase of Goods and Services; Municipal Contractors Sealing Products; (\$47,100.00); PermaCast;** Jeremy Kashman, City Engineer

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

- a. **Request to Use Gazebo and Common Area; Wedding; October 15, 2016; Noon to 6:00 p.m.;** Stephanie Rentschler
- b. **Request to Use City Streets; International Art Festival; September 23-25, 2016;** Dawn Fraley, Carmel International Art Festival

**6. OTHER**

- a. **Resolution No. BPW-11-04-15-05; A Resolution requesting the financing, construction and dedication of certain infrastructure;** Mike Hollibaugh, Director of the Department of Community Services
- b. **Request for Lane Restriction; Westfield Blvd; Bradley Schrage, Structurepoint**
- c. **Request for Road Closure; 111<sup>th</sup>/Penn; Andrews Meadows, Shiel Sexton**
- d. **Request for Stormwater Technical Standards Manual Variance; Bear Creek Subdivision Section 2;** David Marks, Williams Creek
- e. **Request for Variance; 2437 Londonberry Blvd;** Scott Farnham
- f. **Request for Consent to Encroach; 2437 Londonberry Blvd;** Scott Farnham

**7. ADJOURNMENT**

# BOARD OF PUBLIC WORKS & SAFETY MEETING MINUTES

WEDNESDAY, OCTOBER 21, 2015 –10:00 A.M.  
COUNCIL CHAMBERS / CITY HALL / ONE CIVIC SQUARE

## MEETING CALLED TO ORDER

*Mayor Brainard called the meeting to order at 10:00 a.m.*

## MEMBERS PRESENT

*Mayor James Brainard, Board Member; Lori Watson and Mary Ann Burke, Deputy Clerk; Sandy Johnson*

## MINUTES

*Minutes for the October 7, 2015 Regular meeting were approved 2-0.*

## BID-QUOTE OPENING/AWARDS

*Bid Opening for Sale of Street Trucks; Mayor Brainard opened the bids and read aloud:*

<i>Company</i>	<i>Amount</i>
<i>Cutler Home Improvement</i>	<i>\$60,200.00</i>

*The bids were given to Dave Huffman, Streets Commissioner. Dave Huffman requested the bid be awarded to Cutler; Board Member Burke moved to approve. Board Member Watson seconded. Award approved 3-0.*

*Quote Opening for LED Bridge Lights; Mayor Brainard opened the bids and read aloud:*

<i>Company</i>	<i>Amount</i>
<i>Anixter Power Solutions</i>	<i>\$96,324.00</i>

*The bids were given to Dave Huffman, Streets Commissioner. Dave Huffman requested the bid be awarded to Anixter; Board Member Burke moved to approve. Board Member Watson seconded. Award approved 3-0.*

## **PERFORMANCE RELEASES**

*Resolution No. BPW-10-21-15-01; Sunrise on the Monon; Erosion Control; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Resolution No. BPW-10-21-15-02; Lubavitch of Indiana; Paving Work; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

## **CONTRACTS**

*Request for Purchase of Goods and Services; Parsons Transportation Group; Additional Service #3 ; (\$80,710.00); Range Line Road/Carmel Drive Intersection Improvements; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

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

*Request to Use City Streets; Halloween Party; October 25, 2015, 1:00 p.m. to 8:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request to Use Gazebo and Common Area; Party; November 14, 2015; 1:00 p.m. to 5:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

## **OTHER**

*Request for Secondary Plat; Bonbar at Monon Lake; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Replat of Block J; Units 21,22,23 – The Cottages of Carmel Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Final Plat; The Overlook at the Legacy, Section 2; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Lane Restrictions/Open Pavement Cut/Temporary Construction Entrance; 106<sup>th</sup> @ Williams Creek; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Lane Closures; 96<sup>th</sup> and Keystone; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Lane Restrictions; 1300 West 106<sup>th</sup> Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Path Closure/Open Pavement Cut; 3930 W. 121<sup>st</sup> Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Curb Cut; 13769 Stone Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Lane Closure/Open Pavement Cut; 5032 Main Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Curb Cut; 13826 West Road; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Variance; 5885 Lost Oaks Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Consent to Encroach; 5885 Lost Oaks Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

**ADD-ON**

*Request to Add On Compliance Hearing for 231 East 126<sup>th</sup> Street, Carmel Indiana; Board Member Burke moved to add on. Board Member Watson seconded. Add on approved 3-0. There was discussion. Mayor Brainard moved to approve the \$5,000.00 civil penalty. Board Member Burke seconded. Action approved 3-0.*

**ADJOURNMENT**

*Mayor Brainard adjourned the meeting at 10:38a.m.*

\_\_\_\_\_  
*Diana L. Cordray, IAMC – Clerk-Treasurer*

*Approved*

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

**ATTEST:**

\_\_\_\_\_  
*Diana L. Cordray, IAMC - Clerk-Treasurer*

**NOTICE FOR QUOTES**  
**City of Carmel, Indiana**

**Department:**           **Carmel Street Department**  
                                  **3400 W. 131<sup>st</sup> Street**  
                                  **Carmel, IN 46074**

**Project:**               **Snow Removal – Arts and Design District**

Notice is hereby given that the Board of Public Works and Safety for the City of Carmel, Hamilton County, Indiana, will receive sealed quotes, during regular business hours, up to, but not later than 10:00 AM local time November 4<sup>th</sup>, 2015 at the office of the Clerk-Treasurer, One Civic Square, 3<sup>rd</sup> Floor, Carmel, Indiana, 46032, for the following project:

**Snow Removal – Arts and Design District**

All quotes are to be sealed with the words “**Snow Removal – Arts and Design District**” on the lower left hand corner of the envelope. Quotes will be opened and read aloud at 10:00 AM on November 4<sup>th</sup>, 2015 at the Board of Public Works and Safety meeting on the 2<sup>nd</sup> floor of Carmel City Hall, One Civic Square, Carmel, IN.

The specifications are attached and set forth in detailed documents on file at the Carmel Street Department, 3400 W 131<sup>st</sup> St, Carmel, IN 46074.

Questions regarding this solicitation must be written and delivered to the Carmel Street Department. All responses will be written and made available with the specifications at the Street Department. Please call the Street Department to confirm whether or not any such written questions and/or responses exist.

The Board of Public Works and Safety reserves the right to reject any and all quotes.

---

David Huffman Street Commissioner

**NOTICE FOR QUOTES**  
**City of Carmel, Indiana**

**Department:** Carmel Street Department  
3400 W. 131<sup>st</sup> Street  
Carmel, IN 46074

**Project:** Snow Removal – Palladium & Tarkington

Notice is hereby given that the Board of Public Works and Safety for the City of Carmel, Hamilton County, Indiana, will receive sealed quotes, during regular business hours, up to, but not later than 10:00 AM local time November 4<sup>th</sup>, 2015 at the office of the Clerk-Treasurer, One Civic Square, 3<sup>rd</sup> Floor, Carmel, Indiana, 46032, for the following project:

**Snow Removal – Palladium & Tarkington**

All quotes are to be sealed with the words “**Snow Removal – Palladium & Tarkington**” on the lower left hand corner of the envelope. Quotes will be opened and read aloud at 10:00 AM on November 4<sup>th</sup>, 2015 at the Board of Public Works and Safety meeting on the 2<sup>nd</sup> floor of Carmel City Hall, One Civic Square, Carmel, IN.

The specifications are attached and set forth in detailed documents on file at the Carmel Street Department, 3400 W 131<sup>st</sup> St, Carmel, IN 46074.

Questions regarding this solicitation must be written and delivered to the Carmel Street Department. All responses will be written and made available with the specifications at the Street Department. Please call the Street Department to confirm whether or not any such written questions and/or responses exist.

The Board of Public Works and Safety reserves the right to reject any and all quotes.

---

David Huffman Street Commissioner

**NOTICE FOR QUOTES**  
**City of Carmel, Indiana**

**Department:** Carmel Street Department  
3400 W. 131<sup>st</sup> Street  
Carmel, IN 46074

**Project:** Snow Removal – City Center

Notice is hereby given that the Board of Public Works and Safety for the City of Carmel, Hamilton County, Indiana, will receive sealed quotes, during regular business hours, up to, but not later than 10:00 AM local time November 4<sup>th</sup>, 2015 at the office of the Clerk-Treasurer, One Civic Square, 3<sup>rd</sup> Floor, Carmel, Indiana, 46032, for the following project:

**Snow Removal – City Center**

All quotes are to be sealed with the words “**Snow Removal – City Center**” on the lower left hand corner of the envelope. Quotes will be opened and read aloud at 10:00 AM on November 4<sup>th</sup>, 2015 at the Board of Public Works and Safety meeting on the 2<sup>nd</sup> floor of Carmel City Hall, One Civic Square, Carmel, IN.

The specifications are attached and set forth in detailed documents on file at the Carmel Street Department, 3400 W 131<sup>st</sup> St, Carmel, IN 46074.

Questions regarding this solicitation must be written and delivered to the Carmel Street Department. All responses will be written and made available with the specifications at the Street Department. Please call the Street Department to confirm whether or not any such written questions and/or responses exist.

The Board of Public Works and Safety reserves the right to reject any and all quotes.

---

David Huffman Street Commissioner

**NOTICE FOR QUOTES**  
**City of Carmel, Indiana**

**Department:** Carmel Street Department  
3400 W. 131<sup>st</sup> Street  
Carmel, IN 46074

**Project:** Tower Quote

Notice is hereby given that the Board of Public Works and Safety for the City of Carmel, Hamilton County, Indiana, will receive sealed quotes, during regular business hours, up to, but not later than 10:00 AM local time November 4<sup>th</sup>, 2015 at the office of the Clerk-Treasurer, One Civic Square, 3<sup>rd</sup> Floor, Carmel, Indiana, 46032, for the following project:

**Tower Quote**

All quotes are to be sealed with the words “**Tower Quote**” on the lower left hand corner of the envelope. Quotes will be opened and read aloud at 10:00 AM on November 4<sup>th</sup>, 2015 at the Board of Public Works and Safety meeting on the 2<sup>nd</sup> floor of Carmel City Hall, One Civic Square, Carmel, IN.

The specifications are attached and set forth in detailed documents on file at the Carmel Street Department, 3400 W 131<sup>st</sup> St, Carmel, IN 46074.

Questions regarding this solicitation must be written and delivered to the Carmel Street Department. All responses will be written and made available with the specifications at the Street Department. Please call the Street Department to confirm whether or not any such written questions and/or responses exist.

The Board of Public Works and Safety reserves the right to reject any and all quotes.

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David Huffman Street Commissioner

NOTICE TO BIDDERS  
CITY OF CARMEL

Notice is hereby given that the Board of Public Works and Safety, City of Carmel, Indiana, will receive sealed bids or proposals during regular business hours at the office of the Clerk - Treasurer, One Civic Square, Carmel, Indiana 46032 until 10:00 a.m. Local Time on **Wednesday, November 4, 2015** for the following materials:

To be purchased during the calendar year 2016:

NOTE: Price quoted must be "Firm" for the entire calendar year of 2016

Rock Salt for use in water softening – 10,000 tons more or less.  
The Rock Salt must meet American Water Works Association (AWWA) specification B200-12 and be NSF60 compliant.  
Please quote price per ton. A bid bond or certified check in the amount of 10% of the contract price is required for the Rock Salt bid.

All bids must be received sealed with the words "ROCK SALT BID" on the left hand corner of the envelope. All persons with an interest in bidding shall register a contact name and address with the Utility Department to ensure that all changes or questions and answers are available for review by all interested parties.

The specifications are set forth in detailed documents on file in the Utilities Department, 30 W Main St, Suite 220, Carmel, Indiana 46032.

Questions regarding this solicitation must be written and delivered to the Utilities Department. All responses will be written and made available with the specifications at the Department. Please call the Utilities Department at 317/571-2443 to confirm whether or not any such written questions have been received and/or answered.

The submitted proposal must be in compliance with IC 36-1-9-8.5.

The Board of Public Works and Safety reserves the right to reject and/or cancel any and all bids, solicitations and/or offers in whole or in part as specified in the solicitation when it is not in the best interests of the governmental body as determined by the purchasing agency in accordance with IC 5-22-18-2.

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

Date: November 4, 2015  
Resolution No: BPW-11-04-15-01

From: CITY ENGINEER

Principal: MEYER NAJEM CONSTRUCTION, LLC

Surety: FEDERAL INSURANCE COMPANY

Board Members:

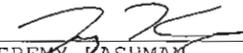
I have conducted final inspection of the POINT BLANK GUN RANGE project for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND</u>	<u>AMOUNT</u>
ROW WORK	8233-00-40	\$36,661.00

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

Maintenance Guarantee in the amount of 15% of the Performance Guarantee amount for the listed improvement to be filed with the City of Carmel, said guarantee to run for a period of three (3) years.  
Maintenance guarantee for ROW WORK will be \$5,499.15.

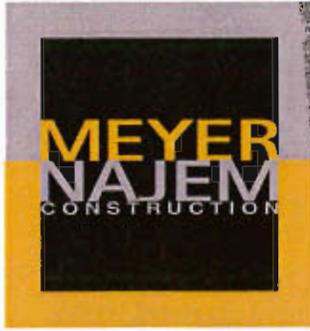
Approved:

  
\_\_\_\_\_  
JEREMY KASHMAN  
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 4<sup>TH</sup> day of NOVEMBER, 2015, that the listed Performance Guarantee for POINT BLANK GUN RANGE as listed above is hereby released and accepted by the City of Carmel, Indiana subject to the listed condition above.

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

Board of Public Works and Safety



Meyer Najem, Inc.  
13099 Parkside Drive  
Fishers, IN 46038  
317.577.0007  
317.577.0286 Fax

July 15, 2015

City of Carmel  
One Civic Square  
Carmel, IN 46032  
Attn: Mr. Dave Barnes

Re: Point Blank Gun Range

Subj: Performance Bond & Bond to Guarantee Right of Way - Release

Mr. Barnes:

Meyer Najem Construction has completed with Point Blank Gun Range and respectfully requests that the following bond be release by the City of Carmel.

Stormwater Work Performance Bond # 8233-00-41 in the amount of \$55,956.25  
Bond to Guarantee Right of Way Work # 8233-00-40 I the amount of \$36,661.00

Please review our request and advise if these bonds can be released. Should you have any questions, please feel free to contact me directly at (317) 813-6223.

Respectfully,

Meyer & Najem Construction, LLC

A handwritten signature in black ink, appearing to read 'Jeremy Dixon', is written over a horizontal line.

Digitally signed by Jeremy  
Dixon  
Date: 2015.07.14  
17:07:46-04'00'

Jeremy Dixon  
Senior Project Manager

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

Date: November 4, 2015  
Resolution No: BPW-11-04-15-02

From: CITY ENGINEER

Principal: CPM CONSTRUCTION PLANNING INC.

Surety: CONTINENTAL CASUALTY COMPANY

Board Members:

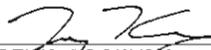
I have conducted final inspection of the TOM WOOD AUDI project for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND</u>	<u>AMOUNT</u>
EROSION CONTROL	929601821	\$10,000.00
EROSION CONTROL (AQUA SWIRL)	929601823	\$55,500.00

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

Maintenance Guarantee in the amount of 10% of the Performance Guarantee amount for the listed improvement to be filed with the City of Carmel, said guarantee to run for a period of three (3) years.  
Maintenance guarantee for EROSION CONTROL will be \$1,000.00. Maintenance guarantee for EROSION CONTROL (AQUA SWIRL) will be \$5,550.00.

Approved:

  
\_\_\_\_\_  
JEREMY KASHMAN  
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 4<sup>TH</sup> day of NOVEMBER, 2015, that the listed Performance Guarantee for TOM WOOD AUDI as listed above is hereby released and accepted by the City of Carmel, Indiana subject to the listed condition above.

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

Board of Public Works and Safety



**CONSTRUCTION PLANNING and MANAGEMENT, INC.**

10053 NORTH HAGUE ROAD INDIANAPOLIS, IN 46256-3310 (317) 842-8040 FAX (317) 842-5861

October 5, 2015

Via Email

Mr. David Barnes  
City of Carmel  
One Civic Square  
Carmel, IN 46032

RE: Request for Release of Performance Bond Number 929601823  
Tom Wood Audi  
4610 E. 96<sup>th</sup> St.  
Carmel, Indiana

Dear Mr. Barnes:

CPM Construction Planning and Management, Inc. respectfully requests Release of the above referenced Performance Bond posted for the Erosion Control work (within detention) and Aquaswirl at the Tom Wood Audi project located at 4610 E. 96<sup>th</sup> St., Carmel, Indiana.

A copy of the Bond is attached for your reference.

Thank you for your help in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Gray', is written over a light blue rectangular background.

Tim J. Gray  
Project Manager

Enclosures: Performance Bond #929601823



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

Date: November 4, 2015  
Resolution No: BPW-11-04-15-03

Principal: SANCTUARY PROJECT 1 LLC

Surety: PHILADELPHIA INSURANCE COMPANIES

Board Members:

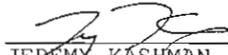
I have conducted final inspection of the SANCTUARY project for the following improvements:

<u>ITEM</u>	<u>SUBDIVISION BOND</u>	<u>AMOUNT</u>
EROSION CONTROL (SEC. 1)	PB11328100012	\$32,347.00
EROSION CONTROL (SEC. 2A)	PB11328100014	\$ 2,200.00
EROSION CONTROL (SEC. 4A)	PB11328100016	\$12,960.00

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

Maintenance Guarantee in the amount of 10% of the Performance Guarantee amount for the listed improvement to be filed with the City of Carmel, sa: guarantee to run for a period of three (3) years.  
Maintenance guarantee for EROSION CONTROL SEC. 1 will be \$3,234.70.  
Maintenance guarantee for EROSION CONTROL SEC. 2A will be \$ 220.00.  
Maintenance guarantee for EROSION CONTROL SEC. 4A will be \$1,296.00.

Approved:

  
\_\_\_\_\_  
JEREMY KASHMAN  
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 4<sup>TH</sup> day of NOVEMBER, 2015, that the listed Performance Guarantee for SANCTUARY PROJECTS as listed above are hereby released and accepted by the City of Carmel, Indiana subject to the listed condition above.

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

Board of Public Works and Safety



8534 Yankee Street, Suite 2B  
Dayton, Ohio 45458-1889  
(937) 435-8584  
[www.cesoinc.com](http://www.cesoinc.com)

October 21<sup>st</sup>, 2015

**Mr. Dave Barnes,**  
**City of Carmel Engineering Department**  
**1 Civic Sq., 1<sup>st</sup> Floor**  
**Carmel, IN 46032**

**RE: Sanctuary Subdivision Sections 1, 2a, and 4a Erosion Performance Bonds**

Mr. Barnes

Please find this letter as our formal request for the release of the Erosion Performance Bonds in the Sanctuary subdivision sections 1, 2a, and 4a. The three performance bonds being requested for release are as follows:

Sanctuary Section 1	Erosion	City of Carmel	\$32,347.00
Sanctuary Section 2a	Erosion	City of Carmel	\$2,200.00
Sanctuary Section 4a	Erosion	City of Carmel	\$12,960.00

Please feel free to contact me at (937) 435-8584 if there is any other information that you request.

Thank you,

Lance Oakes

Project Manager

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

Date: November 4, 2015  
Resolution No: BPW-11-04-15-04

Principal: MEYER NAJEM CONSTRUCTION, LLC

Surety: FEDERAL INSURANCE COMPANY

Board Members:

I have conducted final inspection of the HEALTH & WELLNESS SUITES (aka MAINSTREET) project for the following improvements:

<u>ITEM</u>	<u>SUBDIVISION BOND</u>	<u>AMOUNT</u>
ROAD RIGHT OF WAY	8233-00-28	\$11,175.00

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

Maintenance Guarantee in the amount of 15% of the Performance Guarantee amount for the listed improvement to be filed with the City of Carmel, said guarantee to run for a period of three (3) years.  
Maintenance guarantee for ROAD RIGHT OF WAY IMPROVEMNTS will be \$1,676.25

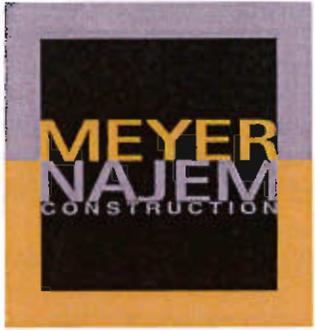
Approved:

  
\_\_\_\_\_  
JEREMY KASHMAN  
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 4<sup>TH</sup> day of NOVEMBER, 2015, that the listed Performance Guarantee for HEALTH & WELLNESS SUITES as listed above is hereby released and accepted by the City of Carmel, Indiana subject to the listed condition above.

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

Board of Public Works and Safety



Meyer Najem, Inc.  
13099 Parkside Drive  
Fishers, IN 46038  
317.577.0007  
317.577.0286 Fax

July 15, 2015

City of Carmel  
One Civic Square  
Carmel, IN 46032  
Attn: Mr. Dave Barnes

Re: Health & Wellness Suite of Carmel

Subj: Performance Bond & Bond to Guarantee Right of Way - Release

Mr. Barnes:

Meyer Najem Construction has completed with Health & Wellness Suites of Carmel and respectfully requests that the following bond be release by the City of Carmel.

Stormwater Work Performance Bond # 8233-00-30 in the amount of \$82,409.00  
Bond to Guarantee Right of Way Work # 8233-00-28 I the amount of \$11,175.00

Please review our request and advise if these bonds can be released. Should you have any questions, please feel free to contact me directly at (317) 813-6223.

Respectfully,

Meyer & Najem Construction, LLC

A handwritten signature in black ink, appearing to read 'Jeremy Dixon', is written over a horizontal line.

Digitally signed by  
Jeremy Dixon  
Date: 2015.07.14  
17:07:25-04'00'

Jeremy Dixon  
Senior Project Manager



CITY OF CARMEL

TO: Sub-Surface of Indiana, Inc.
7225 West 700 South
Morgantown, IN 46160

CONTRACT CHANGE ORDER NO.: #3 (Final)
DATE: October 16, 2015
PROJECT NAME: Bridlebourne Drainage Modifications
Project No.13-07
CITY REQ. NO.:
CITY PO NO.: 25291
CITY PO DATE:

I. You are directed to make the following changes in this Contract:
(Brief Description)

ITEM AMOUNT (+) OR (-) DAYS

See Attached Sheets

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.: NA W.D.C. No.: NA
Other:

The changes result in the following adjustment of Contract Price and Contract Time:
Contract Price prior to this Change Order \$ 364,315.52
Contract Price will be /decreased by this Change Order \$ 6,798.44
New Contract Price including this Change Order \$ 357,517.08
Contract Time Prior to this Change Order NA Days NA Completion Date
Net increased/decreased resulting from this Change Order NA Days
Current Contract Time including this Change Order NA Days NA Completion Date

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

The Above Changes Are Recommended
Department of Engineering
ENGINEER
One Civic Square
Address
Carmel IN, 46032
City/State/Zip

The Above Changes Are Accepted:
Sub-Surface of Indiana, Inc.
CONTRACTOR
7225 West 700 South
Address
Morgantown/IN/46160
City/State/Zip

Approved:
James Brainard, Mayor
Mary Ann Burke, Member
Lori Watson, Member
ATTEST:

By: Dan Egreskamp
(Print name)
Dan Egreskamp
(signature)

By: Jim Alstatt
(Print name)
Jim Alstatt
(signature)

Phone: (317) 571-2441
Date: 10-20-15

Phone: 317-691-0926
Date: 10/16/15

Diana Cordray, Clerk-Treasurer
Date:
Jeremy M. Kashman
City Engineer
Date:

**BRIDLEBOURNE DRAINAGE MODIFICATIONS**  
**(PROJECT NO. 13-07)**  
**CHANGE ORDER #3**

<u>Item No.</u>	<u>Item</u>
10	Pipe, 15" RCP, Remove - Two feet of additional pipe quantity was added to balance the final quantity – Substantially as planned. (Overrun 2 Lft. x 10.00 = \$20.00)
11	Pipe, 18" RCP, Remove - Two feet of additional pipe quantity was added to balance the final quantity – Substantially as planned. (Overrun 14 Lft. x 10.00 = \$140.00)
12	Pipe, 24" RCP, Remove - Two feet of additional pipe quantity was added to balance the final quantity – Substantially as planned. (Underrun 7 Lft. x 15.00 = \$105.00)
13	Curb, Concrete Remove - Additional curb was removed to the nearest concrete joint to include cracked curbs. (Overrun 10 Lft. x \$18.00 = \$180.00)
14	Curb, Concrete - Additional curb was poured to the nearest concrete joint to include cracked curbs. (Overrun 10 Lft. x \$57.00 = \$570.00)
15	Coarse Aggregate, #2 Stone - Substantially as planned. (Overrun 0.70 Tons x \$20.00 = \$14.00)
18	Pipe, Circular, RCP, 30 in. - Less 30" RCP was required than was shown on the plans. (Underrun 7 Lft. x \$57.00 = \$399.00)
24	Compacted Aggregate, No. 8 - 68.72 of additional stone quantity was added to balance the final quantity. The plans did not account for backfill for all the RCP to the springline of the storm pipes as required by the Hamilton County Surveyor's Office. Additional stone was required to backfill the storm pipes than was estimated in the plans. (Overrun 68.72 x \$18.00 = \$1,236.96)
29	Silt Fence - Less silt fence was used than was shown on the plans because existing grades did not required silt fence. (Underrun 1,020 Lft x \$1.33 = \$1,356.60)

31 Riprap , Class 2 - Less riprap was required than was shown on the plans.  
(Underrun 120.64 Tons x \$45.00 = \$5,428.80)

32 Rock Check Dam - Less rock check dams were required than was shown on the plans due to construction sequence.  
(Underrun 2 Each x \$825.00 = \$1,650.00)

There was an multiplication error in the original Contract Items and Unit Prices in Item #10 - Pipe 15" Remove. The original total was \$2,220. The correct total is \$2,200. \$20 was deducted from the original total cost of the contract.  
( $\$348,000.00 - \$20 = \$347,980.00$ )



## **AGREEMENT FOR PURCHASE OF GOODS AND SERVICES**

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

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**  
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-509.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
  - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Twenty One Thousand Six Hundred Twelve Dollars and Fifty Cents (\$21,612.50) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within sixty (60) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
  - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**  

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. **TIME AND PERFORMANCE:**

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

6. **DISCLOSURE AND WARNINGS:**

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

7. **LIENS:**

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

8. **DEFAULT:**

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

9. **INSURANCE AND INDEMNIFICATION:**

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

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY

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

13. NO IMPLIED WAIVER:

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

14. NON-ASSIGNMENT:

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

15. RELATIONSHIP OF PARTIES:

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

If to City:	City of Carmel One Civic Square Carmel, Indiana 46032	<b>AND</b>	Douglas C. Haney, City Attorney Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor:	Engledow Group 116 <sup>th</sup> Street Carmel, Indiana 46032
---------------	---

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

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES

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

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2015 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

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

24. BINDING EFFECT

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

25. NO THIRD PARTY BENEFICIARIES

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

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

27. ADVICE OF COUNSEL:

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

28. ENTIRE AGREEMENT:

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

Engledow Group  
Carmel Street Department - 2015  
Appropriation #43-509.00; P.O. #32563  
Contract Not To Exceed \$21,612.50

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

CITY OF CARMEL, INDIANA

Engledow Group

by and through its Board of Public  
Works and Safety

By:

By:

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

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

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

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

\_\_\_\_\_  
Title

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

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

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

ATTEST:

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

\_\_\_\_\_  
Diana Cordray, IAMC, Clerk-Treasurer  
Date: \_\_\_\_\_

# Electronic Proposal

To: **Parks Pifer  
City of Carmel**

Date: **October 6, 2015**

Re: **2015 Holiday Decorations**

SCOPE- outlined in Quote Package updated 10/05/15

<b>1. Fountain Area</b>		
Wreaths, trees, and burning bushes	UP	\$4,480.00 <sup>3</sup>
	DN	\$1,568.00
<b>2. Japanese Garden</b>	UP	\$2,765.00 <sup>1</sup>
	DN	\$ 967.75
<b>3. (ALTERNATE)</b>		
Oak Trees on the Green	UP	\$3,500.00 <sup>7</sup>
	DN	\$1,400.00
<b>4. Downtown Trees</b>	UP	\$4,007.50
	DN	\$1,000.00
<b>5. (ALTERNATE)</b>		
Large Tree on the Green	UP	\$1,750.00
	DN	\$ 700.00

Peter Howe  
1100 East 116<sup>th</sup> Street  
Carmel, IN 46032  
phowe@engledow.com  
317.575.1100  
317.573.7339

EXHIBIT 4  
1 of 3

# Electronic Proposal

**6. (ALTERNATE)**

**Keystone Evergreens**

<b>106<sup>th</sup> &amp; 136<sup>th</sup> and Keystone (20 trees)</b>	UP	\$2,100.00
	DN	\$ 735.00
<b>Main &amp; Keystone (10 trees)</b>	UP	\$1,050.00
	DN	\$ 420.00
<b>Main &amp; Keystone ALTERNATE- add 10 trees</b>	UP	\$1,050.00
	DN	\$ 420.00

**7. PNC Tree and Clock Tower**

<b>Topper, garland, decorations, lights</b>	UP	\$3,500.00
	DN	\$1,400.00

**8. Fountain at 4<sup>th</sup> & Main**

	UP	\$ 805.00
	DN	\$ 322.00

Quoted pricing assumes ready access to all materials.

Quoted pricing assumes ready availability of power at all locations.

Quoted pricing assumes that the lights being provided by the City are functional when we receive them, and that all materials are being furnished by the City.

Onsite installation supervision will be furnished by Engledow team leaders.

**\*\* Engledow does not agree with the provision stating that "We understand that some lights fail during the season... Any loss in excess of 5% will result in the contractor replacing those lights at their expense." As part of this response, we are NOT agreeing to this provision of the RFQ.**

Peter Howe  
1100 East 116<sup>th</sup> Street  
Carmel, IN 46032  
phowe@engledow.com  
317.575.1100  
317.573.7339

EXHIBIT A  
2 of 3



# Electronic Proposal

To: **Parks Pifer**  
**City of Carmel**

Date: October 13, 2015

Re: 2015 Holiday Decorations

## SCOPE

Hang Christmas lights on 5 amur maples (15 strands per tree- 75 total) \$805.00 )  
south of Main Street between the Monon and Bazbeaux Pizza

Quoted pricing assumes ready access to all materials.

Quoted pricing assumes ready availability of power.

Quoted pricing assumes that the lights being provided by the City are functional when we receive them, and that all materials are being furnished by the City.

Onsite installation supervision will be furnished by Engledow team leaders.

Peter Howe  
1100 East 116<sup>th</sup> Street  
Carmel, IN 46032  
phowe@engledow.com  
317.575.1100  
317.573.7339

EXHIBIT A  
3 of 3



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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and American Structurepoint (the "Vendor"), as City Contract dated March 20, 2013 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". Furthermore, the terms of the Agreement shall be amended to include the E-verify requirement as stated in Indiana Code § 22-5-1.7 et seq., which is attached hereto and incorporated herein as Exhibit "B", as well as the required E-verify Affidavit, attached hereto and incorporated herein as Exhibit "C". Also, pursuant to I.C. § 5-22-16.5, Vendor shall certify that in signing this document, it does not engage in investment activities within the Country of Iran. 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

American Structurepoint

by and through its Board of Public  
Works and Safety

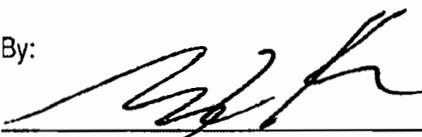
By:

By:

James Brainard, Presiding Officer

Authorized Signature

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

  
Printed Name

Gregory L. Henneke, PE

Title

Executive Vice President

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

35-1127317

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

Date: 10/28/15

Mary Ann Burke, Member

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

Lori S. Watson, Member

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

ATTEST:

Diana Cordray, IAMC, Clerk-Treasurer

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

EXHIBIT "A"

**SERVICES BY PROFESSIONAL**

**A. ENGINEERING PERSONNEL**

For the fulfillment of all services outlined in Section B below, the Professional will provide one full-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the Professional are subject to approval by the City, and no personnel will be assigned to the project until the City's approval is obtained.

The full-time Resident Project Representative will report to the City on all matters concerning contract compliance and administration.

The full-time Resident Project Representative will coordinate project activities with City's project manager.

**B. DESCRIPTION OF SERVICES**

1. Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the City concerning the schedule's acceptability.
2. Conferences: Schedule, conduct, notify participants, and provide minutes of preconstruction meetings, partnering meetings, progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the City.

The Professional shall be available for conferences as requested by the City to review working details of the project. The City may review and inspect the activities whenever desired during the life of the agreement.

3. Liaison: Serve as the City's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The full-time Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with the provisions therein. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the City.
4. Cooperate: Cooperate with the City in dealing with various federal, state, and local agencies having jurisdiction over the project.
5. Obtain from the Contractor
  - a. A list of his proposed suppliers and subcontractors
  - b. Additional details or information when needed at the job site for proper execution of the work
6. Certification of Materials: Check for completeness of certifications of materials delivered to the site.

7. Shop Drawings
  - a. Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain structural engineer's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.
  - b. Review the approved shop falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
  - c. Alert the Contractor's field superintendent when it is observed that materials or equipment is being or is about to be used or installed before approval of shop drawings or samples, where such are required, and advise the City when it is necessary to disapprove work as failing to conform to the Contract Documents.
8. Review of Work, Inspection, and Tests
  - a. Conduct on-site inspections for the City, of the work in progress, as a basis for determining that the project is proceeding in accordance with the Contract Documents
  - b. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project and report details of such inspections to the City
  - c. Verify that the required quality control sampling and testing has been accomplished and materials certification has been provided by the Contractor
  - d. Review the Contractor's test/certification results and the City's independent assurance tests for accuracy and retain in the project file
  - e. Questionable testing methods or results from the Contractor may initiate an increase in the volume of assurance tests.
9. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the City.
10. Records
  - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents
  - b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the City.
  - c. Maintain for the City, a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers
  - d. Maintain a set of drawings on which authorized changes are noted and deliver to the City upon request, but in any event, at the completion of the project
  - e. Prepare the Final Construction Record and Final Estimate as required by the City
11. Reports: Furnish to the City at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule
12. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the City for review and processing. The payments to the Contractor will be based

on estimates of the value of work performed and materials complete in place in accordance with the contract.

13. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
14. Work Schedule and Suspension: The Professional's crew will be required to regulate their workweek to conform to the Contractor's hours in accordance with the directions of the City. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the Professional may also be suspended without cost to the project.
15. Contract Administration: The Professional will administer the contract in accordance with City's procedures.
16. If directed by the City, the Professional shall prepare, as needed, design, survey, right-of-way, and other services consistent with the previous services that have been performed by the Professional on this project. These services will be performed and paid for based on an amendment to this agreement to be negotiated between the City and the Professional.
17. If the City requests services beyond the scope of this agreement and capabilities of the Professional, Professional will prepare an amendment to provide these services through a subconsultant approved by the City.

**INSPECTION FEE JUSTIFICATION**

**OWNER:** City of Carmel  
**DESCRIPTION:** Main St. Improvements  
Project No. 14-06  
**LETTING:** August 20, 2014  
**NOTICE TO PROCEED:** September 8, 2014  
**INTERMEDIATE COMPLETION:**  
**SUBSTANTIAL COMPLETION:**  
**FINAL COMPLETION:** July 1, 2015

<b>PRECONSTRUCTION ACTIVITIES:</b>		to	=	0.00 weeks
<b>CONSTRUCTION ACTIVITIES:</b>	7/2/2015	to	10/21/2015	= 16.00 weeks
<b>POST-CONSTRUCTION ACTIVITIES:</b>		to	=	<u>0.00 weeks</u>
				16.00 weeks

9/11/2015

EXHIBIT A  
4 of 6

**LABOR**

**PROJECT MANAGER:**

Regular time: 16 weeks @ - hours/week = - hours  
**PROJECT MANAGER TOTAL HOURS = - hours**

**RESIDENT PROJECT REPRESENTATIVE:**

**Preconstruction Activities:**

Regular Time: - weeks @ - hours/week = - hours

**Construction Activities:**

Regular Time: 16 weeks @ 15 hours/week = 240 hours  
Overtime (assume 25%) 240 @ 0% = - hours

**Post-Construction Activities:**

Regular Time: - weeks @ 40 hours/week = - hours  
**RESIDENT PROJECT REPRESENTATIVE TOTAL REGULAR HOURS = 240 hours**  
**RESIDENT PROJECT REPRESENTATIVE TOTAL OVERTIME HOURS = - hours**

**INSPECTOR(S):**

**Preconstruction Activities: (assume 0 Inspector(s) needed):**

Regular Time: - weeks @ - hours/week = - hours

**Construction Activities: (assume 1 Inspector(s) needed):**

Regular Time: 16 weeks @ 40 hours/week = 640 hours  
Overtime (assume 20%) 640 @ 0% = - hours

**Post-Construction Activities: (assume 0 Inspector(s) needed):**

Regular Time: - weeks @ - hours/week = - hours  
**INSPECTOR(S) TOTAL REGULAR HOURS = 640 hours**  
**INSPECTOR(S) TOTAL OVERTIME HOURS = - hours**

**INTERN(S):**

**Construction Activities: (assume 1 Intern(s) needed):**

Regular Time: weeks @ hours/week = - hours

Overtime (assume 20%) - @ = - hours

**INTERN(S) TOTAL REGULAR HOURS = - hours**  
**INTERN(S) TOTAL OVERTIME HOURS = - hours**

**INSPECTION FEE SUMMARY  
CONSTRUCTION INSPECTION SERVICES**

**CLIENT:** City of Carmel  
**DESCRIPTION:** Main St. Improvements  
Project No. 14-06

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Project Manager	\$ 180.00	-	\$ -
Resident Project Representative (Regular)	\$ 95.00	240	\$ 22,800.00
Resident Project Representative (Overtime)	\$ 109.25	-	\$ -
Inspector(s) (Regular)	\$ 85.00	640	\$ 54,400.00
Inspector(s) (Overtime)	\$ 97.75	-	\$ -
Intern(s) (Regular)	\$ 60.00	-	\$ -
Intern(s) (Overtime)	\$ 69.00	-	\$ -
<b>TOTAL INSPECTION FEE</b>			<b><u>\$ 77,200.00</u></b>
American Structurepoint, Inc. (100%)			\$ 77,200.00
Estimated Base Construction Cost			\$ 4,398,095.00
Estimated Alternate Construction Cost			\$ -
Estimated Total Construction Cost			\$ 4,398,095.00
% Base Construction			1.76%
% Total Construction			1.76%

9/11/2015

EXHIBIT A  
6 of 6

**EXHIBIT "B"**  
**E-verify requirement**

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section of the Amendment.

Pursuant to I.C. § 22-5-1.7 et seq., Vendor 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 Addendum. Vendor is further required to execute the attached Affidavit, herein referred to as "Exhibit C", which is an Affidavit affirming that: (i) Vendor is enrolled and is participating in the E-verify program, and (ii) Vendor does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached "Exhibit C." In support of the Affidavit, **Vendor 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 Vendor and delivered to the City's authorized representative.

Should Vendor subcontract for the performance of any work under this Addendum, the Vendor 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. Vendor shall maintain a copy of such certification for the duration of the term of any subcontract. Vendor shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Vendor, or any subcontractor of Vendor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Vendor or subcontractor subsequently learns is an unauthorized alien, Vendor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Vendor or any subcontractor of Vendor 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.

# City of Carmel

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-60000972

PAGE

PURCHASE ORDER NUMBER

32907

THIS NUMBER MUST APPEAR ON INVOICES,  
VOUCHER, DELIVERY MEMO, PACKING SLI  
SHIPPING LABELS AND ANY CORRESPONDEN

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
10/21/15				

**VENDOR** American structurepoint  
7260 shadeland station  
Indianapolis, IN  
46256

**SHIP TO** Department of Engineering

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

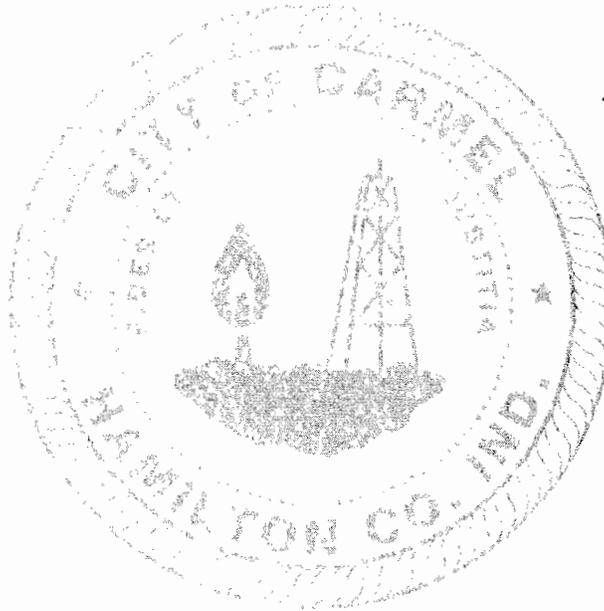
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Contract Date: 3/20/13

ASA #10

Project 14-06

Main Street Reconstruction  
Illinois Street to Old  
Meridian - Construction  
Inspection



NTE: \$77,200<sup>00</sup>

2010 Bond

Send Invoice To:

Engineering

### PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

#### SHIPPING INSTRUCTIONS

- SHIP REPAID.
- 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.

#### PAYMENT

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

ORDERED BY

TITLE

*[Signature]*  
Dir Admin

DOCUMENT CONTROL NO 32907

CLERK-TREASURER  
VENDOR COPY



AMERICAN  
**STRUCTUREPOINT**  
INC

September 14, 2015

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

Re: Main Street Reconstruction – Illinois Street to Old Meridian Street  
Renewal of Master Services Agreement between  
American Structurepoint and the City of Carmel

Dear Mr. Kashman:

On behalf of American Structurepoint, Inc., I am pleased to submit this proposal for construction inspection services for the Main Street Reconstruction Project.

This proposal is being provided in order to complete the inspection activities for this project. Our original proposal assumed all work would be complete by July 1, 2015. It is now anticipated that construction will be complete on October 21, 2015, 16 weeks longer than estimated in our original agreement.

The professional services shall include all construction inspection and observation services necessary to complete this project as described in Exhibit A, attached. The proposed services shall be completed for a not-to-exceed fee of **\$77,200.00**, as detailed in Exhibit B.

Should the attached scope and fee meet with your approval, please provide us with an Agreement for Professional Services. Once executed, we will consider this our notice to proceed.

We look forward to continuing working with the City of Carmel on this project. If you should have any questions, do not hesitate to contact me at (317) 547-5580.

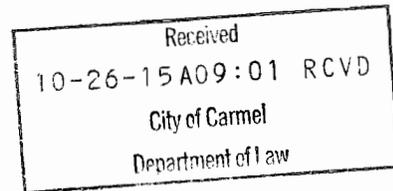
Very truly yours,  
American Structurepoint, Inc.

Cash E. Canfield, PE  
Vice President

CEC:abm

Attachments

2014.00444



## LETTER OF TRANSMITTAL

**Date:** October 21, 2015

**To:** Doug Haney  
Department of Law

**From:** Jeremy Kashman  
Department of Engineering

**RE:** American Structurepoint Additional Service Amendment

---

One additional service amendment is needed for American Structurepoint for the November 4, BPW meeting, please.

Attached please find the work proposal and purchase order.

Contract Information:

Project Name: ASA #10 Main Street, Illinois Street to Old Meridian Street – Construction Inspection  
Vendor: American Structurepoint  
Amount: \$77,200  
Appropriation: PO # 32907; 2010 Bond

Signature: Willis R. Conner  
Address: 7260 Shadeland Station  
Indianapolis, IN 46256  
Phone: 317/547-5580  
Fax: 317/543-0270  
Email: wconner@structurepoint.com



## **AGREEMENT FOR PURCHASE OF GOODS AND 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 ("City") and as approved by its Storm Water Management Board, and Jack Doheny Companies (hereinafter "Vendor").

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

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

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 250-4350900 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. **PRICE AND PAYMENT TERMS:**

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Fifty One Thousand Two Hundred Fifty Dollars (\$51,250.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within sixty (60) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

4. **WARRANTY:**

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. TIME AND PERFORMANCE:

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

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY

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

13. NO IMPLIED WAIVER:

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

14. NON-ASSIGNMENT:

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

15. RELATIONSHIP OF PARTIES:

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

If to City:	City of Carmel One Civic Square Carmel, Indiana 46032	<b><u>AND</u></b>	Douglas C. Haney, City Attorney Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	-------------------	---

If to Vendor: Jack Doheny Companies  
777 Doheny Court  
Northville, Michigan 48167

ATTENTION: Dan Depinet

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

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES

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

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2015 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

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

24. BINDING EFFECT

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

25. NO THIRD PARTY BENEFICIARIES

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

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

27. ADVICE OF COUNSEL:

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

28. ENTIRE AGREEMENT:

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

Jack Doheny Companies  
Engineering Department - 2015  
Appropriation #250-4350900; P.O. #32913  
Contract Not To Exceed \$51,250.00

**APPROVED** by the Storm Water Management Board of the City of Carmel, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2015, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

**STORM WATER MANAGEMENT BOARD**

\_\_\_\_\_  
Kevin D. Rider

\_\_\_\_\_  
Luci Snyder

\_\_\_\_\_  
W. Eric Seidensticker

\_\_\_\_\_  
Carol Schleif

\_\_\_\_\_  
Ronald E. Carter

\_\_\_\_\_  
Richard L. Sharp

\_\_\_\_\_  
Sue Finkam

Jack Doheny Companies  
Engineering Department - 2015  
Appropriation #250-4350900; P.O. #32913  
Contract Not To Exceed \$51,250.00

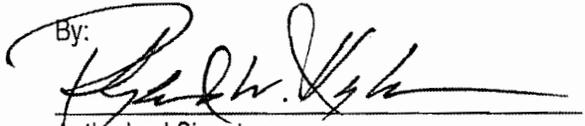
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Jack Doheny Companies

by and through its Board of Public  
Works and Safety

By:

By:   
Authorized Signature

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

Richard Hughes  
Printed Name

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

V.P. Municipal Sales, Marketing & DTI  
Title

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

FID/TIN: 38-2026979

ATTEST:

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

Date: 10/20/15

Diana Cordray, IAMC, Clerk-Treasurer  
Date: \_\_\_\_\_



777 DOHENY COURT  
PO BOX 609  
NORTHVILLE MI 48167  
t 248.349.0904  
f 248.349.2774

07/28/15

City of Carmel  
3400 West 131<sup>st</sup> Street  
Westfield, IN. 46074

Dear Mr. Russell,

We are pleased to provide you a quotation for the following Proteus inspection system by MiniCam:

Portable camera control unit with 16' interconnecting link cable:

- Built-In daylight readable monitor
- Dual joystick operation for crawler and camera functions
- QWERTY style keyboard with "F" keys for system functions
- Nitrogen pressurization kit

Manual cable reel:

- Automatic level-wind mechanism
- 656' Multi-conductor transmission cable
- Cable Guide pulley

Proteus crawler:

- 6-wheel steerable crawler unit
- Manual lift mechanism
- Audible overturn protection
- Multi-frequency sonde transmitter for location
- Single bolt, quick release tire system
- 3.5", 4.5" and 5.5" diameter quick release tires included

Pan & Rotate camera head:

- Hi-intensity LED lighting
- Pan and rotate operation
- Self-leveling
- Auto Iris and adjustable focus
- Automatic "Home" feature

Base package price .....\$45,970.00

EXHIBIT A  
1 of 4

Popular options to consider:

Axial view camera head .....	\$4,000.00
Data output box .....	\$1,000.00
5.5" diameter quick release wheels with extended hubs.....	\$ 880.00
Auxiliary light-head with Back-Eye camera.....	\$2,400.00
Battery Pack .....	\$2,200.00
Portable cart .....	\$2,200.00

\$ 51,250.00

Price does not include tax or freight if applicable  
Quotation valid for 90 days.

*Dan Depinet*

Dan Depinet  
Jack Doheny Companies  
P: 317-768-2600  
E: [dandepinet@dphenycompanies.com](mailto:dandepinet@dphenycompanies.com)

open publicly?

3 total quotes  
spec sheet

5-22-8-3

EXHIBIT A  
20f4



### Functionality At Your Fingertips



Review Images: Record JPEG video and JPEG images, and zoom up to 2X on video. Enter Observations: Use optional data entry module to log inspection findings.

Review Reports: Organize videos and images in folders, then find them using the thumbnail gallery. Review media using standard controls.

Generate Reports: Use optional reporting module to create an inspection report. Then transfer it to USB media for on-site delivery.

Display Data: Copy video, image and data to USB or SDHC media for easy transfer to PC and seamless integration with WinCam's reporting and querying capabilities.

Wireless: Attach Eye and Zoom up to 16 pages on screen text. Customize text colour, position and background colour.

Camera: Increase brightness, frequency, adjust illumination and settings.

Customize: Personalize. Set language and date/time, establish file formats and naming conventions, adjust camera parameters, choose label save themes, and power-saving schemes, update firmware.

2011-2012 MiniCam Ltd. All rights reserved. WinCam is a registered trademark of MiniCam Ltd. Proteus is a registered trademark of MiniCam Ltd. All other trademarks are the property of their respective owners.

### Technical Details

#### Crawler

Dimensions: 1.4m (W) x 0.7m (D) x 1.0m (H)  
 Eye Diameter: 1.5m (W) x 0.5m (D) x 0.25m (H)  
 Weight: 150kg (330lb)  
 Power Rating: 1.5kW (2HP)

#### Camera

Camera Type: CMOS  
 Resolution: 1280 x 800  
 Frame Rate: 30 FPS  
 Power Rating: 1.5kW (2HP)

#### Control Panel

Dimensions: 1.4m (W) x 0.7m (D) x 1.0m (H)  
 Weight: 150kg (330lb)  
 Power Rating: 1.5kW (2HP)

#### Cable Reel

Dimensions: 1.4m (W) x 0.7m (D) x 1.0m (H)  
 Weight: 150kg (330lb)  
 Power Rating: 1.5kW (2HP)

### System Components

- Digital control unit
- Wheel encoder
- Infrared sensor
- Real-time monitoring
- Data storage

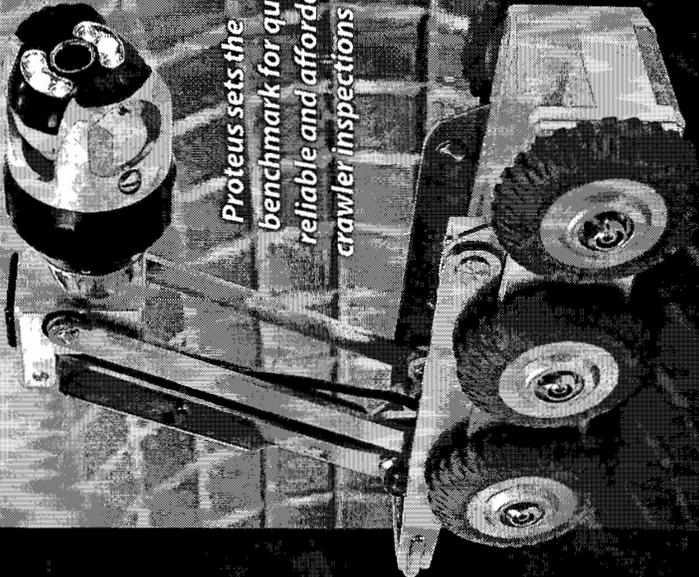
### Optional Accessories

- High-speed lighting
- Encoder
- Data storage
- Infrared sensor
- Real-time monitoring
- Data storage

EXHIBIT A  
3 of 4

# Proteus™

Proteus sets the benchmark for quality, reliable and affordable crawler inspections



MiniCam Ltd.  
InPipe Innovation

MiniCam Ltd.  
www.minicam.co.uk

Unit 4 New Tree Way  
 Stone Cross Park  
 Colleson  
 Warrington  
 WA3 3FN  
 United Kingdom

09-03-2011

# A FUTURE PROOF AND EXPANDABLE SYSTEM

Designed and developed in-house, Mini-Cam's Proteus crawler is an entry-level modular system for the pipeline inspection market. A robust, lightweight and extremely powerful 6 wheel drive, steerable crawler, Proteus offers everything needed for professional pipeline inspection.

Proteus features CAN bus technology allowing communication directly between each piece of attached equipment, and can relay control and status information such as activity, speed, pressure, inclination and temperature.

# Proteus™

HIGHLY PORTABLE  
LIGHTWEIGHT  
EXTREMELY POWERFUL



Quick Connect



Optional Camera Heads and Auxiliary Light

Mini-Cam's new camera head (Mini-Cam) has a choice of 3 camera heads and auxiliary lights. The auxiliary light features a choice of 3 different beam patterns.



Auxiliary Light / Backeye



360° Pan & Rotate

**Digital Control Unit**

The Proteus's CPU is housed in a rugged, portable unit for easy transport and use in the field. It features a high resolution color LCD screen and a keypad for easy operation.

**Reporting Software**

Proteus can be equipped with ProteusWin and ProteusSolo software for data logging and reporting. ProteusWin is a Windows-based software package that allows you to view and print reports from the field. ProteusSolo is a standalone software package that allows you to view and print reports from the field.

WinCam SOLO  
PRO PIPE REPORT  
USB

**Heavy Duty Connector**

The robust and extremely durable heavy duty connector is designed for use in the most demanding environments. It features a locking mechanism to ensure a secure connection.

**Quick-Change Wheel Lock**

Designed and developed exclusively by Mini-Cam, our patent pending wheel lock device makes changing wheels quick and easy.

**Optional Large Wheels**

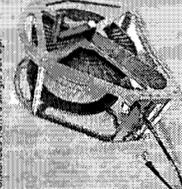
A different size wheel options allow the crawler to be centred in pipe sizes from 150mm to 600mm.

**Manual Elevator**

The built-in manual elevator is designed for easy access to the crawler's internal components.

**Cable Reel**

Our manual cable reel can hold up to 200 metres of cable, allowing for longer inspection distances from a single set-up.



**Built-in Lowering Device**

For fast and easy deployment and retrieval.



EXHIBIT A

41 of 4

# City of Carmel

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-60000972

PAGE

PURCHASE ORDER NUMBER

32913

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

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
10/15/15				

**VENDOR**  
Jack Doheny Companies  
777 Doheny Court  
P.O. Box 609  
Northville, MI 48167

**SHIP TO**  
street Department  
3400 W. 131<sup>st</sup> street  
Westfield, IN 46074

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Portable Pipeline  
Inspection System  
(Camera)

see Jack Doheny  
Companies Quot

NTE: \$51,250<sup>00</sup>



Send Invoice To:

Engineering

250-4350900

## PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

### SHIPPING INSTRUCTIONS

- SHIP REPAID.
- 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.

### PAYMENT

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

ORDERED BY

TITLE

*[Handwritten Signature]*  
*[Handwritten Title]*

DOCUMENT CONTROL NO. 32913

CLERK-TREASURER  
VENDOR COPY



## 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 Williams Creek Consulting (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 250-4350900 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 Ninety Eight Thousand Six Hundred Dollars (\$98,600.00) (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, 2015, 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.

Professional shall procure and maintain with an insurer licensed to do business in the State of Indiana such insurance as is necessary for the protection of City and Professional from all claims under workers' compensation, occupational disease and/or unemployment compensation acts, because of errors and omissions, because of bodily injury, including, but not limited to, the personal injury, sickness, disease, or death of any of Professional's employees, agents or contractors and/or because of any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth on attached Exhibit C. Such insurance policies shall not be canceled without thirty (30) days' prior written notice to City.

#### 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 D, 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 D. In support of the Affidavit, Professional shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said Affidavit is signed by Professional and delivered to the City's authorized representative.

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

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

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

#### 7.12 Severability.

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

7.13 Notice.

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

**CITY:**

City of Carmel  
Department of Engineering  
One Civic Square  
Carmel, Indiana 46032  
ATTENTION: Jeremy Kashman

Douglas C. Haney  
Carmel City Attorney  
One Civic Square  
Carmel, Indiana 46032

**PROFESSIONAL:**

Williams Creek Consulting  
619 North Pennsylvania Street  
Indianapolis, Indiana 46205

ATTENTION: Neil Myers

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 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.

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.

*(remainder of page intentionally left blank)*

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

Williams Creek Consulting

BY:

BY:

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

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

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

Printed Name: NEIL B. MYERS

Title: CORPORATE SECRETARY

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

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

FID/TIN: 36-4498641

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

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

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

Date: 10-19-15

ATTEST:

\_\_\_\_\_  
Diana Cordray, IAMC, Clerk-Treasurer

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

---

**Project Plan and Scope of Services**

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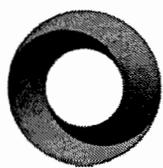
**City Center Drainage Analysis  
Carmel, Indiana**

*Prepared for:*



One Civic Square  
Carmel, Indiana 46032

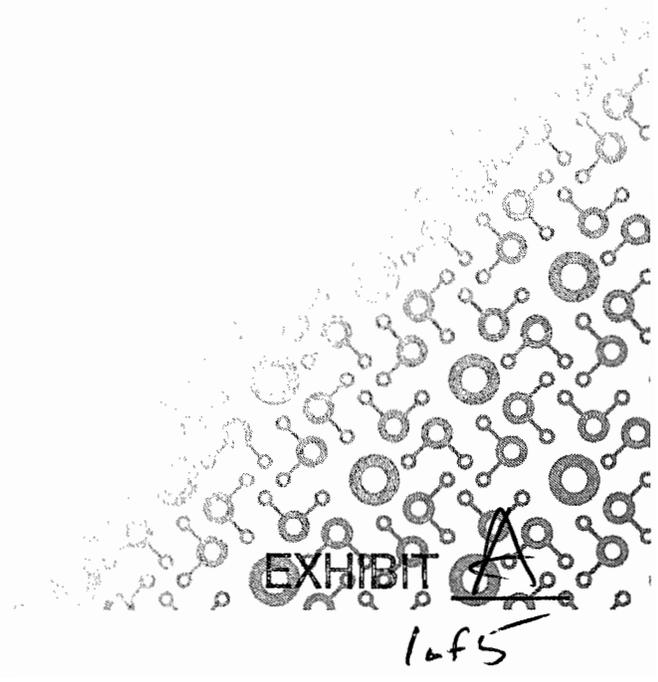
*Prepared by:*



**WILLIAMS CREEK  
CONSULTING**

619 North Pennsylvania Street  
Indianapolis, Indiana 46204

16 September 2015





## PROJECT DEFINITION

Williams Creek Consulting, Inc. (Williams Creek) has prepared this Project Plan and Scope of Services to assist the City of Carmel (CLIENT) by providing Design Engineering Consulting Services related to the analysis and development of recommendations for the current drainage system that extends from City Center Drive south along the JW Hawkins Regulated Drain to the crossing at 116<sup>th</sup> Street (SITE). The drainage system serving City Center and much of the development immediately to the south has been developed in small, isolated systems and recent rain has initiated some concerns by CLIENT regarding the long-term adequacy of the system. This system consists of a combination of piped conveyance and underground detention which discharges to the JW Hawkins Regulated Drain north of Civic Square and flows to the south. In recognizing the value of the properties in this area, the CLIENT would also like to investigate the condition of the existing underground detention and recommend potential options for improvements and/or storage enhancements.

## SCOPE OF SERVICES

### PHASE 1: Drainage Analysis

To allow continued development in the region between City Center and City Square, CLIENT has expressed an interest in evaluating the existing drainage system to determine if modifications are necessary. These modifications may include the existing underground stormwater management systems, the potential of improvement of the drainage conditions by the creation of a large regional detention basin, and conveyance upgrades for the drainage along the Monon Trail Corridor. Due to current efforts by the CLIENT, upgrades to the conveyance system along the Monon Trail Corridor may need to be coordinated with additional parties. Williams Creek will conduct detailed analysis for the project that will be split into four (4) parts.

#### Part 1 – Existing Detention Analysis

Williams Creek will utilize available data to develop a hydrologic and hydraulic (H&H) model for the existing stormwater detention system upstream of the discharge into the JW Hawkins Regulated Drain. This analysis will be completed by completing the following tasks:

- Desktop Review of existing detention and conveyance system to determine location, size and depth of the stormwater components
- Calculations to determine effectiveness of system
- Determine outlet release rate conditions

#### Part 2 – Conveyance Analysis

Williams Creek will utilize available data and perform a site visit to analyze the condition of the JW Hawkins Regulated Drain and determine it's current and near future level of adequacy. This will help determine what may be required to provide additional conveyance to both improve



existing conditions and provide additional conveyance if stormwater storage at the upstream end of the watershed is altered.

Part 3 – Regional Detention Analysis

Williams Creek will review property records and coordinate closely with the CLIENT to review sites near 116<sup>th</sup> street to determine the feasibility of utilizing undeveloped ground for regional detention. Once this has been determined Williams Creek will also perform a Hydrologic and Hydraulic analysis to determine the potential impact a regional detention system in this area may potentially provide.

Part 4 – Monon Trail Corridor Coordination

During the course of the project, Williams Creek will coordinate with any consultant and/or developer stakeholder evaluating improvements for the Monon Trail within the project area. The coordination will focus on creating the opportunity for functional sustainable infrastructure for stormwater management within the Monon Trail corridor while complementing the CLIENT's vision for the corridor.

PHASE 1 Deliverable Materials

- Drainage Report with figures
- Recommendations with Opinion of Probable Cost

PHASE 2: Project Meetings and Coordination

As part of PHASE 2, Williams Creek will facilitate and attend up to eight (8) meetings with the CLIENT and other project stakeholders. If the CLIENT and/or stakeholders require Williams Creek to attend additional meetings in excess of the eight (8) listed above, these additional meetings may be tracked and invoiced under PHASE 2 using a Time and Materials Fee Basis.



SCHEDULE

Williams Creek proposes to begin work on this project upon receipt of written authorization to proceed. Williams Creek anticipates completing PHASEs 1 and 2 in no less than 60 days of written Notice to Proceed. If any additional services are needed or requested, or if project delays outside of the control of Williams Creek occur, the schedule and Scope of Services may be adjusted.

COMPENSATION

PHASE No.	Description	Est. Fee	Fee Basis
1	Drainage Analysis	\$91,900.00	Lump Sum
2	Project Meeting and Coordination	\$6,700.00	Lump Sum

Williams Creek appreciates the opportunity to be of continued service to the City of Carmel. If you have any questions concerning the Project Plan and Scope of Services, please contact us.

Best Regards,  
Williams Creek Consulting, Inc.

Neil B. Myers  
Principal

Williams Creek Consulting, Inc.

Jim Rinehart, PE  
Team Leader

4 of 5  
EXHIBIT A

Williams Creek Consulting, Inc  
City Center Drainage Analysis  
Scope of Services

Exhibit A

<b>Professional Labor</b>	<b>Hourly Rate</b>
Principal	\$240.00
Associate Principal	\$180.00
Level V	\$140.00
Level IV	\$110.00
Level III	\$100.00
Level II	\$ 90.00
Level I	\$ 80.00
Intern	\$ 50.00
<b>Professional Expenses</b>	
Mileage	\$ 0.575 per mile
Reimbursable Items	1.05 times direct cost or per quote
Materials	1.05 times direct cost or per quote
Equipment Rental	1.05 times direct cost or per quote

*\*Please note: These rates are for the 2015 calendar year and are subject to change.*



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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and Kronos Incorporated (the "Vendor"), as City Contract dated October 17, 2014 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". Furthermore, the terms of the Agreement shall be amended to include the E-verify requirement as stated in Indiana Code § 22-5-1.7 et seq., which is attached hereto and incorporated herein as Exhibit "B", as well as the required E-verify Affidavit, attached hereto and incorporated herein as Exhibit "C". Also, pursuant to I.C. § 5-22-16.5, Vendor shall certify that in signing this document, it does not engage in investment activities within the Country of Iran. 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

Kronos Incorporated

by and through its Board of Public  
Works and Safety

By:

By:

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

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

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

**John O'Brien**

Printed Name **Sr. Vice President, Global Sales**

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

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

\_\_\_\_\_  
Title

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

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

FID/TIN: 04-2640942

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

ATTEST:

Date: October 16, 2015

\_\_\_\_\_  
Diana Cordray, IAMC, Clerk-Treasurer

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



# Support Services Quote

Page 1 of 2

**Quote Type:** Renewal  
**Customer:** CARMEL FIRE  
**Solution ID:** 6105357  
**Contract #:** 1189182 R03-SEP-15  
**Date:** 08-SEP-2015  
**Prepared by:** Jennifer Phillips / Central3

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Bill To:** CARMEL FIRE  
 2 CIVIC SQUARE  
 CARMEL IN 46032  
 UNITED STATES

**Ship To:** CARMEL FIRE  
 2 CIVIC SQUARE  
 CARMEL IN 46032  
 UNITED STATES

**Contact:** JEAN JUNKER  
**Email:** JJunker@carmel.in.gov

## CONTRACT SUMMARY

Contract Period: 01-JAN-2016 - 31-DEC-2016

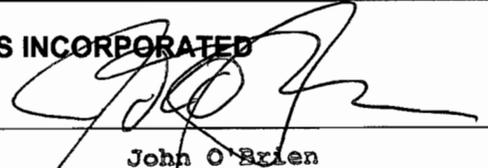
Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$10,077.53	\$0.00	\$10,077.53
Total	\$10,077.53	\$0.00	\$10,077.53

Annualized Contract Value: \$10,050.00

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<b>CARMEL FIRE</b>	<b>KRONOS INCORPORATED</b>
Signature: _____	Signature: 
Name: _____	Name: <b>John O'Brien</b> <b>Sr. Vice President, Global Sales</b>
Title: _____	Title: _____
Date: _____	Date: <b>October 16, 2015</b>



# Support Services Quote

Page 2 of 2

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** CARMEL FIRE  
**Solution ID:** 6105357  
**Contract #:** 1189182 R03-SEP-15  
**Date:** 08-SEP-2015  
**Prepared by:** Jennifer Phillips / Central3

**Bill To:** CARMEL FIRE  
2 CIVIC SQUARE  
CARMEL IN 46032  
UNITED STATES

**Ship To:** CARMEL FIRE  
2 CIVIC SQUARE  
CARMEL IN 46032  
UNITED STATES

**Contact:** JEAN JUNKER  
**Email:** JJunker@carmel.in.gov

## SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	TELESTAFF ENTERPRISE V2	200	01-JAN-2016	31-DEC-2016	366
2	Platinum	TELESTAFF GATEWAY V2 INTERFACE TO WFC V6/V7		01-JAN-2016	31-DEC-2016	366
3	Web Access	TELESTAFF WEB ACCESS V2 - TSG HOSTED	200	01-JAN-2016	31-DEC-2016	366

	Support Services	Estimated Tax	Subtotal
Software Support Services	\$10,077.53	\$0.00	\$10,077.53

EXHIBIT A  
1 of 1

**EXHIBIT "B"**  
**E-verify requirement**

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section of the Amendment.

Pursuant to I.C. § 22-5-1.7 et seq., Vendor 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 Addendum. Vendor is further required to execute the attached Affidavit, herein referred to as "Exhibit C", which is an Affidavit affirming that: (i) Vendor is enrolled and is participating in the E-verify program, and (ii) Vendor does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached "Exhibit C." In support of the Affidavit, **Vendor 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 Vendor and delivered to the City's authorized representative.

Should Vendor subcontract for the performance of any work under this Addendum, the Vendor 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. Vendor shall maintain a copy of such certification for the duration of the term of any subcontract. Vendor shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Vendor, or any subcontractor of Vendor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Vendor or subcontractor subsequently learns is an unauthorized alien, Vendor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Vendor or any subcontractor of Vendor 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.



# Support Services Quote

Page 1 of 2

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** CARMEL FIRE  
**Solution ID:** 6105357  
**Contract #:** 1189182 R03-SEP-15  
**Date:** 08-SEP-2015  
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 2 CIVIC SQUARE  
 CARMEL IN 46032  
 UNITED STATES

**Contact:** JEAN JUNKER  
**Email:** JJunker@carmel.in.gov

## CONTRACT SUMMARY

Contract Period: 01-JAN-2016 - 31-DEC-2016

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$10,077.53	\$0.00	\$10,077.53
<b>Total</b>	<b>\$10,077.53</b>	<b>\$0.00</b>	<b>\$10,077.53</b>

Annualized Contract Value: \$10,050.00

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<b>CARMEL FIRE</b>	<b>KRONOS INCORPORATED</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Kronos Incorporated  
297 Billerica Road  
Chelmsford, MA 01824

08-SEP-2015  
JEAN JUNKER  
CARMEL FIRE  
Solution ID: 6105357

**Subject: Kronos Support Services Quote for CARMEL FIRE**  
**Contract #: 1189182 R03-SEP-15**

Dear JEAN,

The support services and benefits provided under your existing maintenance services terms are due to expire. In order to continue to receive support services and benefits for your Kronos products, you will need to renew the maintenance support for another year. Please review the attached quote so that we can ensure that the upcoming invoice we send to your Accounts Payable organization accurately reflects your Kronos investment. (Please be aware that per the terms of your agreement Kronos will send an invoice 60 days prior to the start of your contract.) **If the attached quote matches your records, please sign the quote and return a copy to me within 10 business days.**

If your organization requires a Purchase Order for payment, please forward me a copy at this time so I can make sure it is referenced on the invoice.

When the invoice is paid, your organization is acknowledging that they are renewing the maintenance support services for another year under the existing terms and conditions with Kronos. If the invoice is not paid, your support services for the products will be cancelled and Kronos will require you to sign a new support services contract, with applicable charges, in order to reactivate your service.

I encourage you to visit the Kronos Customer Portal at <http://customer.kronos.com> for access to SuperSearch, eCase management, Customer Forums, Product Documentation, Training tips and so much more! Experience the array of services Kronos offers.

Please contact me at the email address or telephone number provided below if you have any questions regarding your renewal.

Thank you for your business.

Regards,

**Jennifer Phillips**  
Contract Administrator

tel: 952-656-7006  
fax: 877-343-5857  
email: [Jennifer.Phillips@kronos.com](mailto:Jennifer.Phillips@kronos.com)

Exhibit "C"  
E-Verify Affidavit

John O'Brien, 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 Kronos Incorporated (the "Company") in the position of Sr. Vice President, Global Sales.
3. I am familiar with the employment policies, practices, and procedures of the Company and have the authority to act on behalf of the Company.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 16th day of October, 2015.

  
Printed: John O'Brien

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.

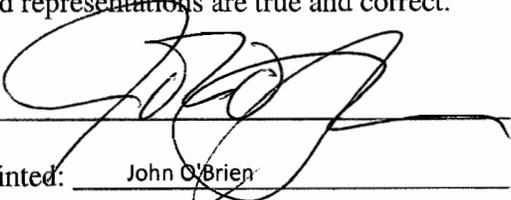
  
Printed: John O'Brien

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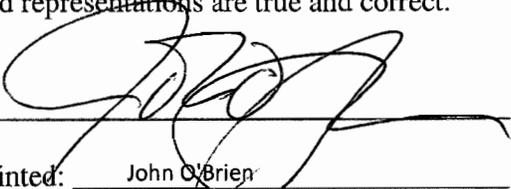
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Kronos Incorporated (the "Company") in the position of Sr. Vice President, Global Sales.
3. I am familiar with the employment policies,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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 16th day of October, 2015.

  
Printed: John O'Brien

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: John O'Brien

KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT

Rev KR-022811.1

City of Carmel ("Customer") and Kronos agree that the terms and conditions set forth in this Agreement shall apply to all Kronos Equipment, Software, Professional and Educational Services, Support, and such other Kronos offerings, as specified on an order form (an "Order Form") signed by the parties which expressly references this Agreement (or is signed contemporaneously hereto).

Kronos and Customer hereby agree that the terms and conditions of this Agreement apply to any Order Form executed by Kronos and Customer which expressly references this Agreement (including any Order Form signed contemporaneously with this Agreement regardless of the appearance of any express reference to this Agreement). Either party may discontinue use of this Agreement for future orders upon thirty (30) days prior written notice to the other party, provided however that any Order Form signed by the parties prior to the effective date of such notice shall remain in effect unless otherwise specifically terminated in accordance with the terms of this Agreement. Kronos may require additional terms and conditions for the sale or license of products or services not contemplated by this Agreement (including without limitation those that may be related to international services) provided that no such additional terms and conditions shall be binding upon Customer without Customer's prior written consent. Notwithstanding, Kronos will not be obligated to accept or approve an order for any products or services for which such additional terms and conditions are required. All orders are subject to the approval of Kronos' corporate office in Chelmsford, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

#### 1. PAYMENT AND DELIVERY

Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). Kronos will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered. Customer agrees to pay all applicable taxes levied or based on the products, services or other charges hereunder, including state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on net income. Customer agrees to pay a late charge of one percent (1%) per month, (but not in excess of the rate allowed by law), on any overdue amounts not the subject of a good faith dispute. If full payment is not made within 90 days of final payment due date, Customer is responsible for all expenses, including legal fees, incurred by Kronos for collection.

#### 2. GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from Kronos. Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Agreement.

#### 3. FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

#### 4. OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Agreement. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software. Customer shall indemnify and hold harmless Kronos for all damages or liability caused by Customer's failure to comply with the foregoing restriction.

#### 5. PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

#### 6. UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

#### 7. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer and shall indemnify Kronos for any noncompliance which results in damages or liability for Kronos. Customer's obligations hereunder shall survive the termination or expiration of this Agreement. Customer must obtain Kronos' prior written consent before exporting the Software.

#### 8. FIRMWARE

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled. If Customer has downloaded firmware for the Kronos Equipment to which Customer is not entitled, Customer shall be responsible to pay Kronos for such updated firmware in accordance with Kronos' then-current support policies.

#### 9. TRAINING POINTS

Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at <http://customer.Kronos.com> and each session has the Training Points value indicated. Training Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Kronos products and/or services. Kronos will invoice Customer for the Training Points identified in the Order Form upon execution of such Order Form with payment due upon the payment terms indicated in such Order Form.

#### 10. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications").

The Test Period shall be for 30 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

#### 11. LIMITED WARRANTY

Kronos warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

#### 12. INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, Kronos agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its employees.

#### 13. PROFESSIONAL AND EDUCATIONAL SERVICES

##### (a) TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all reasonable and actual travel incurred by Kronos, that has been pre-approved in writing by the Customer,

##### (b) ENGAGEMENTS

Unless otherwise indicated on the Order Form, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis at the rates set forth in the Order Form. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and Kronos' resource scheduling purposes. After the dollar limit is expended, Kronos will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by the parties.

##### (c) WARRANTY

Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that

Kronos breaches this warranty, and Customer so notifies Kronos within 30 days of receipt of invoice for the applicable services, the Customer's sole remedy and Kronos' exclusive liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer.

**(d) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES**

Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

**14. SOFTWARE SUPPORT SERVICES**

**(a) SUPPORT OPTIONS**

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access. Customer may purchase support services for Equipment in accordance with the terms and conditions of Kronos' standard Equipment Support Services Agreement a copy of which is available upon request and is located at: <http://www.kronos.com/Legal/EquipmentSupportAgr.aspx>.

**(b) EXTENDED SUPPORT PROGRAM (DELL SERVERS)**

Customers purchasing the Extended Support Program (as indicated on the Order Form) for their Dell servers purchased from Kronos shall receive a specialized, bundled set of Kronos Support Services. Because of the specialized nature of these services, the terms and conditions located at <http://www.kronos.com/Legal/SupplementalTerms.aspx> shall supersede the provisions of this Agreement for the Extended Support Program.

**(c) TERM OF SOFTWARE SUPPORT**

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. This support may be renewed for additional one (1) year terms on the anniversary date of its commencement date ("Renewal Date") by mutual written agreement of the parties. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

**(d) GOLD SERVICE OFFERINGS**

Customer shall be entitled to receive:

- (i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Updates or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' then-current time and materials rate.
- (ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.
- (iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at <http://www.kronos.com/services/support-services.aspx>.
- (iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.
- (v) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

**(e) PLATINUM AND PLUS SERVICE OFFERINGS:**

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Agreement at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software. Travel and expenses are not included and shall be paid by Customer.

**(f) PAYMENT**

Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice.

**(g) ADDITION OF SOFTWARE**

Additional Software purchased by Customer during the initial or any renewal term shall be added to this Agreement at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition, and any such addition shall be automatically renewed as provided in these

terms.

**(h) RESPONSIBILITIES OF CUSTOMER**

Customer agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

**(i) DEFAULT**

Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

**(j) WARRANTY**

Kronos warrants that all support services shall be performed in a professional and competent manner.

**(k) KRONOS SUPPORT SERVICE POLICIES**

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

**15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:**

The parties hereby agree that the following terms shall apply to Customer's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

**(a) Scope:** The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

- Product and upgrade information for project teams and end users
- Hands-on interactive instruction on common tasks
- Self-paced tutorials covering a range of topics
- Job aids
- Knowledge assessment and reporting tools to measure progress
- Webinars

**(b) Term of Subscription:** The KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

**(c) Payment:** Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

**(d) Limitations:** Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in \*.pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

**(e) Train-the-Trainer Program (TTT):** Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

**16. CONFIDENTIAL INFORMATION**

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, the Software (and Software documentation) and the Specifications shall be deemed to be Kronos' Confidential Information. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without

an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence; or (e) was required to be disclosed by applicable law; provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure.

17. THIS SECTION WAS DELETED INTENTIONALLY..

18. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

19. GENERAL

(a) This Agreement shall be governed by Indiana law, provided however, if such jurisdiction has adopted the Uniform Computer Information Transactions Act (UCITA), or such other similar law, the parties expressly agree to "opt-out" of and not be governed by UCITA or such other similar law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

(b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

(c) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

(d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

(e) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

(f) THIS SECTION WAS DELETED INTENTIONALLY.

(g) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

(h) The parties agree that if this Agreement is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.

(i) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.

(j) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.

DATED:\_\_\_\_\_

CUSTOMER:

KRONOS INCORPORATED

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_



## **AGREEMENT FOR PURCHASE OF GOODS AND 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 ("City") and as approved by its Storm Water Management Board, and Municipal Contractor Sealing Products (hereinafter "Vendor").

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

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

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 250-4350900 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. **PRICE AND PAYMENT TERMS:**

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Forty Seven Thousand One Hundred Dollars (\$47,100.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within sixty (60) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

4. **WARRANTY:**

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. TIME AND PERFORMANCE:

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

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY

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

13. NO IMPLIED WAIVER:

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

14. NON-ASSIGNMENT:

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

15. RELATIONSHIP OF PARTIES:

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

If to City:	City of Carmel One Civic Square Carmel, Indiana 46032	<u>AND</u>	Douglas C. Haney, City Attorney Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	------------	---

If to Vendor:	Municipal Contractors Sealing Products 7740 Reinhold Drive Cincinnati, Ohio 45237
---------------	---

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

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES

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

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2015 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

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

24. BINDING EFFECT

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

25. NO THIRD PARTY BENEFICIARIES

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

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

27. ADVICE OF COUNSEL:

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

28. ENTIRE AGREEMENT:

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

**APPROVED** by the Storm Water Management Board of the City of Carmel, Indiana, this 22<sup>nd</sup> day of October, 2015, by a vote of 4 ayes and 0 nays.

**STORM WATER MANAGEMENT BOARD**

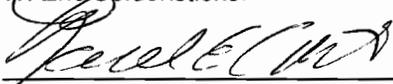


Kevin D. Rider



Luci Snyder

W. Eric Seidensticker



Ronald E. Carter

Carol Schleif



Richard L. Sharp

Sue Finkam

Municipal Contractors Sealing Products  
Engineering Department 2015  
Appropriation #250-4350900, P.O. #32911  
Contract Not To Exceed \$47,100.00

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

CITY OF CARMEL, INDIANA

Municipal Contractors Sealing Products

by and through its Board of Public  
Works and Safety

By:

By:



James Brainard, Presiding Officer

Authorized Signature

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

Robert O'Connor

Printed Name

Mary Ann Burke, Member

President

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

Title

Lori S. Watson, Member

FID/TIN: 31-1692549

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

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

ATTEST:

Date: 10/21/15

Diana Cordray, IAMC, Clerk-Treasurer

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



Municipal & Contractors Sealing Products  
 7740 Reinhold Drive  
 Cincinnati, Ohio 45237

Phone: 800-537-5800/513-482-3300  
 Fax: 513-482-3309  
 Email: Mcsp@fuse.net  
 Website: www.mcspinc.com

# Quote

Date	Quote #
8/10/2015	1088

Name / Address

WATERMARK EPS  
 BRAD BOYER  
 17220 HARGER COURT  
 NOBLESVILLE, IN, 46060

Item	Description	Tax ID		Rep	Project
		Qty	U/M	Cost	Total
SERVICE- CE...	PermaCast PL8000 application on 60' X 72" CMP Pipe	1		38,000.00	38,000.00T
SERVICE- BY-...	By-Pass for lining 60' X 72" CMP Pipe	1		9,000.00	9,000.00T
SERVICE- RES...	Soil Stabilization application with AZON 552 (price per gallon)	1		100.00	100.00T
	Proposal for CARMEL Sales Tax			0.00%	0.00
<b>Total</b>					\$47,100.00

EXHIBIT A  
 1 of 1

# City of Carmel

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-60000972

PAGE

PURCHASE ORDER NUMBER

32911

THIS NUMBER MUST APPEAR ON INVOICES, A  
VOUCHER, DELIVERY MEMO, PACKING SLIP  
SHIPPING LABELS AND ANY CORRESPONDENC

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
10/15/15				

Municipal + Contractors Sealing  
Products

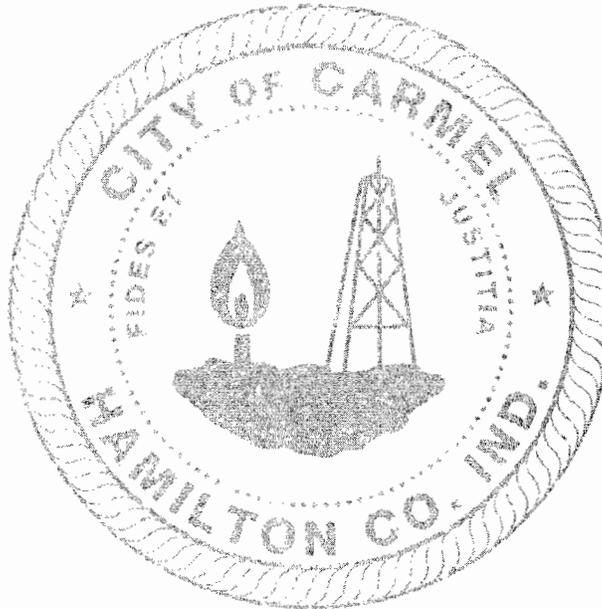
VENDOR 7740 Reinhold Drive  
Cincinnati, OH 45237

SHIP TO Dept. of Engineering

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION



Carmel Drive +  
Monon Trail  
Culvert

NTE: \$47,100<sup>00</sup>

250 - 4350900

Send Invoice To:

Engineering

### PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

#### SHIPPING INSTRUCTIONS

- SHIP REPAID.
- 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.

#### PAYMENT

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

ORDERED BY

TITLE

CLERK-TREASURER  
VENDOR COPY

DOCUMENT CONTROL NO 32911

*[Handwritten Signature]*  
*[Handwritten Signature]*



17220 Harger Court • Noblesville, IN 46060  
 (317) 219-4321 • Fax (317) 219-3370

Watermark Engineered Product Sales  
 17220 Harger Court  
 Noblesville, IN 46060

# Proposal

Proposal Date:	10/4/2015
Proposal #:	10484
Project:	
P.O. NO.	

Phone Number:	
Fax Number:	

Ship To
City of Carmel Carmel Drive & Monon Trail

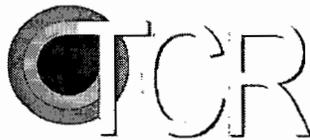
Item	Description	Qty	Price	Total
EXCAVATING	Clean and line a CMP - 60' long x 72" diameter with CentriPipe PL-8,000 with a 1" liner after filling the corrugations.	1	45,000.00	45,000.00
PUMPTANK	By-pass pumping for the job Sales Tax Exempt	1	10,300.00 0.00%	10,300.00 0.00

**Total** \$55,300.00

**TERMS AND CONDITIONS:**  
 Any items not listed are provided by others. All prices are good for 30 days from date of quotation. Thereafter, we reserve the right to requote materials.

All jobs greater than \$1,000 require a 25% deposit. Remaining payment is due upon completion of job. 1.5% per month plus reasonable attorney's fees is added to past due accounts

ACCEPTANCE SIGNATURE \_\_\_\_\_



## Terra-Cotta Rehab & Contracting

616 Dublin Circle  
Louisville, KY 40229  
502-741-4299 Fax: 502-955-0440  
Email: [mit8901@windstream.net](mailto:mit8901@windstream.net)

October 7<sup>th</sup>, 2015

**Job Name:** Carmel Drive & Moon Trail  
**Customer:** Watermark Engineered Products  
**Bid Date:** 10/07/15

60 LF                      Line 72" Diameter Corrugated Metal Pipe

\$ 50,000.00 LS

- 1) Road permits and barricades by others were required
- 2) Prices firm through 12/31/15
- 3) Does not include By-Pass pumping if needed.

Thank You,

Matt Terranova

**CITY OF CARMEL**

One Civic Square  
Carmel, IN 46032  
317-571-2400

**PRICE QUOTE  
DATA FORM**

Transaction Number: \_\_\_\_\_

Date	Quote Not Later Than	Requisition No.	Date of Requisition	Chargeable Account Number (s)	P.O. #
10/15/15					32911

VENDOR (Name, Address, Telephone #)	ITEM	PRICE QUOTATION BY ITEM AND QUANTITY
Municipal Contractors Sealing Products 7740 Renhold Drive 513-482- Cincinnati, OH 45237 3309	Perma Cast PL8000 application on 60' x 72" CMP Pipe	\$ 47,100 <sup>00</sup>
Terra-Cotta Rehab & Contracting 619 Dublin Circle Louisville, KY 40229 502-741-4299	60 LF Line 72" Diameter Corrugated metal pipe	\$ 50,000 <sup>00</sup>
SOS Services 17220 Harger Court Noblesville, IN 46060 317-219-4321	Clean-Line a CMP - 60' x 72" pipe	\$ 55,300 <sup>00</sup>

Delivery Requirements	Delivery Promised	Terms	F.O.B.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT

Buyer \_\_\_\_\_

REASON ORDER PLACED WITH SUCCESSFUL VENDOR

Lowest Price      Quality      Best Only      Service      Only Service      Best Design

OTHER REASONS

Received  
10-19-15 12:07 RCVD  
City of Carmel  
Department of Law

**CITY OF CARMEL**  
**FACILITY USE REQUEST FORM**

Approvals / Date  
Nancy Heck OK NSM 10-26-15  
Jeff Horner (CPD) OK JH-10-26-15

Name/Organization: Stephanie Rentschler + Kyle Scharffenberg

Point of Contact: Stephanie Rentschler + Connie Rentschler

Address: 5711 Aquamarine Dr.

City, State, Zip: Carmel, IN 46033

Home Phone: 419-206-3415 Cell Phone: 419 704-0900

(317) 564-4235  
Email Address: rentssm119@gmail.com Fax Number ( ) \_\_\_\_\_

For Profit Organization: \_\_\_\_\_ Non-Profit Organization: \_\_\_\_\_ Individual: X

Day and Date Requested: Saturday, October 15, 2016

Time Requested: 12 a.m. (p.m.) to: 6 a.m. (p.m.) (This includes set-up and clean-up time.)

Rehearsal Date: \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

City Facility Requested: Gazebo X Fountain Area X Japanese Garden X  
Palladium Center Green \_\_\_\_\_ Caucus Room (1/3) \_\_\_\_\_ (2/3) \_\_\_\_\_  
Civil Square Area  
Council Chambers \_\_\_\_\_

Special Requests: Electricity \_\_\_\_\_ Fountain Restroom \_\_\_\_\_ Other \_\_\_\_\_

Purpose: Wedding Ceremony Number of People Expected: 200

Vendors: Yes \_\_\_\_\_ No X (See Item 5, City of Carmel Facility Use Policy attached)  
City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: \_\_\_\_\_

Neighborhood Street Closing (Street(s), Address(es) Blocked) \_\_\_\_\_

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.

Received this 23<sup>rd</sup> day of October, 2015.

**Mayor's Office**

Revised: 04/16/2011

**CITY OF CARMEL**  
**FACILITY USE REQUEST FORM**

Approvals / Date  
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Civil Square Area  
Council Chambers \_\_\_\_\_

Special Requests: Electricity \_\_\_\_\_ Fountain Restroom \_\_\_\_\_ Other \_\_\_\_\_

Purpose: Wedding Ceremony Number of People Expected: 200

Vendors: Yes \_\_\_\_\_ No X (See Item 5, City of Carmel Facility Use Policy attached)  
City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: \_\_\_\_\_

Neighborhood Street Closing (Street(s), Address(es) Blocked) \_\_\_\_\_

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.

Received this 23<sup>rd</sup> day of October, 2015.

**Mayor's Office**

Revised: 04/16/2011



**RESOLUTIONS NO. BPW -11-04-15-05**

**A RESOLUTION REQUESTING THE FINANCING, CONSTRUCTION, AND DEDICATION OF CERTAIN INFRASTRUCTURE OR OTHER IMPACT ZONE IMPROVEMENTS IN LIEU OF AND AS A CREDIT AGAINST THE PAYMENT OF PARKS AND RECREATION IMPACT FEES ("PRIF") AND APPROVING A PRIF CREDIT AGREEMENT**

**WHEREAS**, Indiana Code 36-7-4-1335 permits the application of a credit against the payment of impact fees for persons who construct or provide certain infrastructure or other improvements of a type for which a unit imposes an impact fee in an impact zone; and,

**WHEREAS**, City of Carmel Zoning Ordinance 29.07.05 permits the City of Carmel Board of Public Works and Safety ("Board") to request that any person otherwise required to pay PRIF to instead finance, construct, and dedicate certain infrastructure or improvements in the Parks and Recreation Infrastructure Impact Zone ("Impact Zone") located in Clay Township, Indiana and over which the City of Carmel, Indiana ("City") exercises planning and zoning jurisdiction; and,

**WHEREAS**, City of Carmel Zoning Ordinance 29.07.05 also permits the Board to determine the amount of PRIF credit any person requested to finance, construct, and dedicate certain infrastructure or improvements in the Impact Zone in lieu of PRIF payment shall receive, and to memorialize this determination in a credit agreement ("Credit Agreement"); and,

**WHEREAS**, the Board now desires to request that Sunrise on the Monon Apartments L.L.C., an Indiana limited liability company ("Sunrise Apartments"), finance, construct, and dedicate to the City, no later than two (2) years from the date on which this Resolution is approved by the Board (the "End Date"), those certain infrastructure or improvements set forth on attached Exhibit A, the same being incorporated herein by this reference, in exchange for a PRIF credit the Board has determined should be in the amount of exactly Five Hundred Nineteen Thousand Nine Hundred Thirty-six Dollars (\$519,936.00); and,

**WHEREAS**, Sunrise Apartments shall execute and return to the Board, by and through the Carmel City Attorney, the Credit Agreement set forth on attached Exhibit B, the same being incorporated herein by this reference, prior to the issuance of the improvement location fee for that certain improvement identified on attached Exhibit C, the same being incorporated herein by this reference; and,

**WHEREAS**, PRIF in the amount of \$519,936.00 is due and owing by Sunrise Apartments to the City by virtue of that certain improvement identified on attached Exhibit C (the "Targeted PRIF"); and,

**WHEREAS**, Sunrise Apartments' obligation to pay the Targeted PRIF to the City shall be held in abeyance until the earlier of the acceptance by the Board, in its sole discretion, or the infrastructure or improvements set forth on attached Exhibit A ("Board Acceptance") or the End Date. Upon Board Acceptance, the City shall promptly enter the credit identified herein against Sunrise Apartments' Targeted PRIF obligations. If Board Acceptance does not occur by the End Date, no credit shall be entered against the Targeted PRIF and the same shall thereafter become immediately due and owing to the City.

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

1. The foregoing Recitals are incorporated herein by this reference.
2. The Board hereby requests that Sunrise on the Monon Apartments L.L.C. finance, construct, and dedicate to the City those certain infrastructure or improvements set forth on attached Exhibit A, in exchange for a PRIF credit of exactly \$519,936.00, pursuant to the terms and conditions set forth hereinabove.
3. The Board hereby approves the Credit Agreement in the form as set forth in attached Exhibit B.
4. That Michael Hollibaugh, on behalf of the City and the Board, is hereby authorized and directed to take such actions as are lawful, necessary, and proper to effectuate the transaction approved by this Resolution.

SO RESOLVED.

Approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CARMEL BOARD OF PUBLIC WORKS AND SAFETY

By:

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

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

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

ATTEST:

\_\_\_\_\_  
Diana L. Cordray, IAMC, Clerk-Treasurer  
Date: \_\_\_\_\_

**EXHIBIT A**  
**Sunrise on the Monon Apartments L.L.C.**



**EXHIBIT B**  
**PRIF CREDIT AGREEMENT**

COMES NOW Sunrise on the Monon Apartments L.L.C., an Indiana limited liability company ("Sunrise Apartments"), by its undersigned duly authorized agent, and states as follows:

Sunrise Apartments hereby agrees to finance, design, construct, and dedicate to the City of Carmel, Indiana, by and through its Board of Public Works and Safety, those certain infrastructure items or public improvements set forth in attached Exhibit A, the same being incorporated herein by this reference, in exchange for a Parks and Recreation Impact Fee ("PRIF") credit not to exceed \$519,936.00, as defined in Exhibit A.

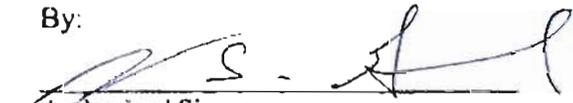
Sunrise Apartments shall deposit the entire credited amount of PRIF into a non-interest bearing escrow fund in a financial institution selected by Sunrise and agreed to upon by the City. The deposited PRIF will be drawn upon to construct the agreed upon public improvements in Exhibit A.

After the improvements are completed and have been accepted by the Carmel Board of Public Works and Safety, any remaining unused PRIF shall be submitted to the City of Carmel, for use by the Carmel Department of Parks and Recreation, pursuant to the requirements of the City.

SO AGREED this 30<sup>th</sup> day of September, 2015.

Sunrise on the Monon Apartments L.L.C.

By:

  
Authorized Signature

Andrew S. Greenwood  
Printed Name

Secretary  
Title

**PRIF CREDIT AGREEMENT EXHIBIT A**  
**Sunrise on the Monon Apartments L.L.C.**

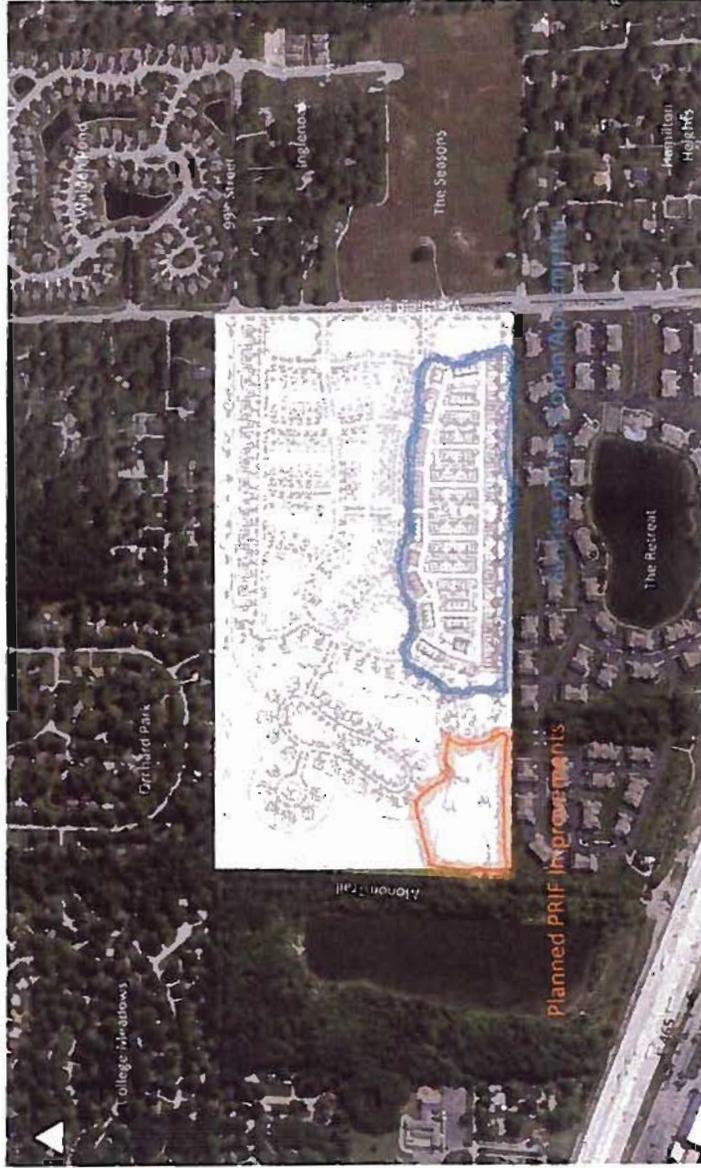
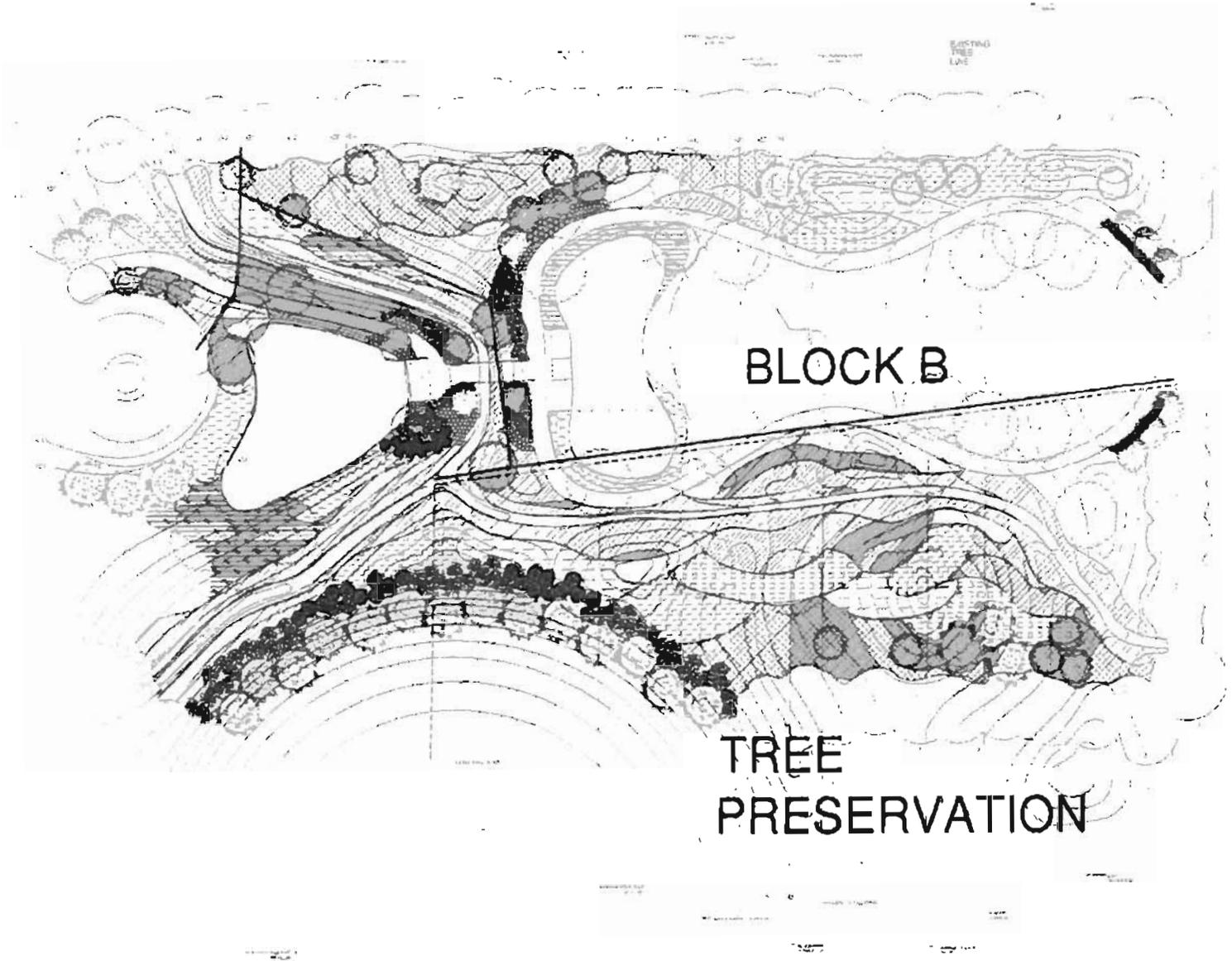
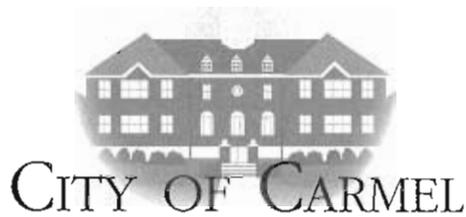


Exhibit C





October 22, 2015

JAMES BRAJNARD, MAYOR

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

**RE: LANE RESTRICTION – WESTFIELD BOULEVARD (SEASONS OF CARMEL PROJECT/OFF SITE TRAIL**  
September 29, 2015

Dear Board Members:

Mr. Bradley Schrage, P.E. for American StructurePoint, Inc., is requesting approval for lane restrictions of Westfield Boulevard for the Seasons of Carmel Project/Off-Site Trail. Lane restrictions are necessary for the construction of the pedestrian crossing proposed just north of the intersection with 98<sup>th</sup> Street. (Exhibits attached)

Both north and south bound lanes of Westfield Boulevard will be restricted during separate time periods. Work will be phased to allow for the minimum traffic impact possible with no less than one lane of traffic in all directions.

Work is scheduled to begin upon approval by the Board.

The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut contingent upon satisfaction of the following conditions:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) AND 6-227b).
- The petitioner/contractor agrees to meet with the Department of Engineering to develop and obtain approval of a Maintenance of Traffic Plan. Such plan shall conform to the requirements of the Indiana Department of Transportation Work Zone Safety Manual
- Petitioner/contractor agrees to contact the Department of Engineering to review the Maintenance of Traffic Plan prior to implementation and to review the Departments construction requirements, staff notification requirements, required inspections and review the authority of the Department as it relates to work within the City right-of-way.
- One lane of traffic in each direction on Westfield Boulevard shall be maintained at all times. A minimum 10-foot lane shall be provided at all times.
- Proper signage for the approved lane restriction shall be placed in advance of the work or as directed by the Department of Engineering.
- Any damage to the existing improvements within the City right-of-way shall be restored to the satisfaction of the City when the work is complete.

- Lane restriction shall take place during the hours of 9:00 AM and 3:00 PM. The petitioner shall notify the Department of Engineering if the work is expected to extend beyond these hours. Work shall endeavor to restrict traffic and not fully close the travel lanes.
- No equipment or materials shall be stored in the right-of-way outside of work construction hours.
- Traffic entering and exiting 98<sup>th</sup> Street shall be maintained at all times.

Sincerely,



Jeremy Kashman, P.E.  
City Engineer

ATTACHMENTS

S:\BPW15\CLOSURES\SEASONSOFCARMELLANERESTRICTION.DOC



AMERICAN  
**STRUCTUREPOINT**  
INC.

October 21, 2015

Mr. Jeremy Kashman  
Engineering Department  
City of Carmel  
One Civic Square  
Carmel, Indiana 46032

Re: Request for Temporary Lane Restrictions  
The Seasons of Carmel – Off-Site Trail

Dear Mr. Kashman:

American Structurepoint, Inc., on behalf of our client, CRG Residential, LLC, respectfully requests the following temporary lane restrictions of Westfield Boulevard:

The proposed project requires the construction of a pedestrian crossing on Westfield Boulevard. In order to provide these improvements, this roadway will need to have temporary lane restrictions during construction. These improvements will be phased to allow for the minimum traffic impact possible with no less than one lane of traffic in all directions. Please refer to the attached Maintenance of Traffic Plan for additional information.

At this time, we ask to be placed on the agenda for the November 4, 2015 Board of Public Works meeting.

We appreciate your time and consideration of our request. Please call me at (317) 547-5580 if you have any questions.

Very truly yours,

American Structurepoint, Inc.

Bradley Schrage, PE, LEED AP  
Project Manager

201201616

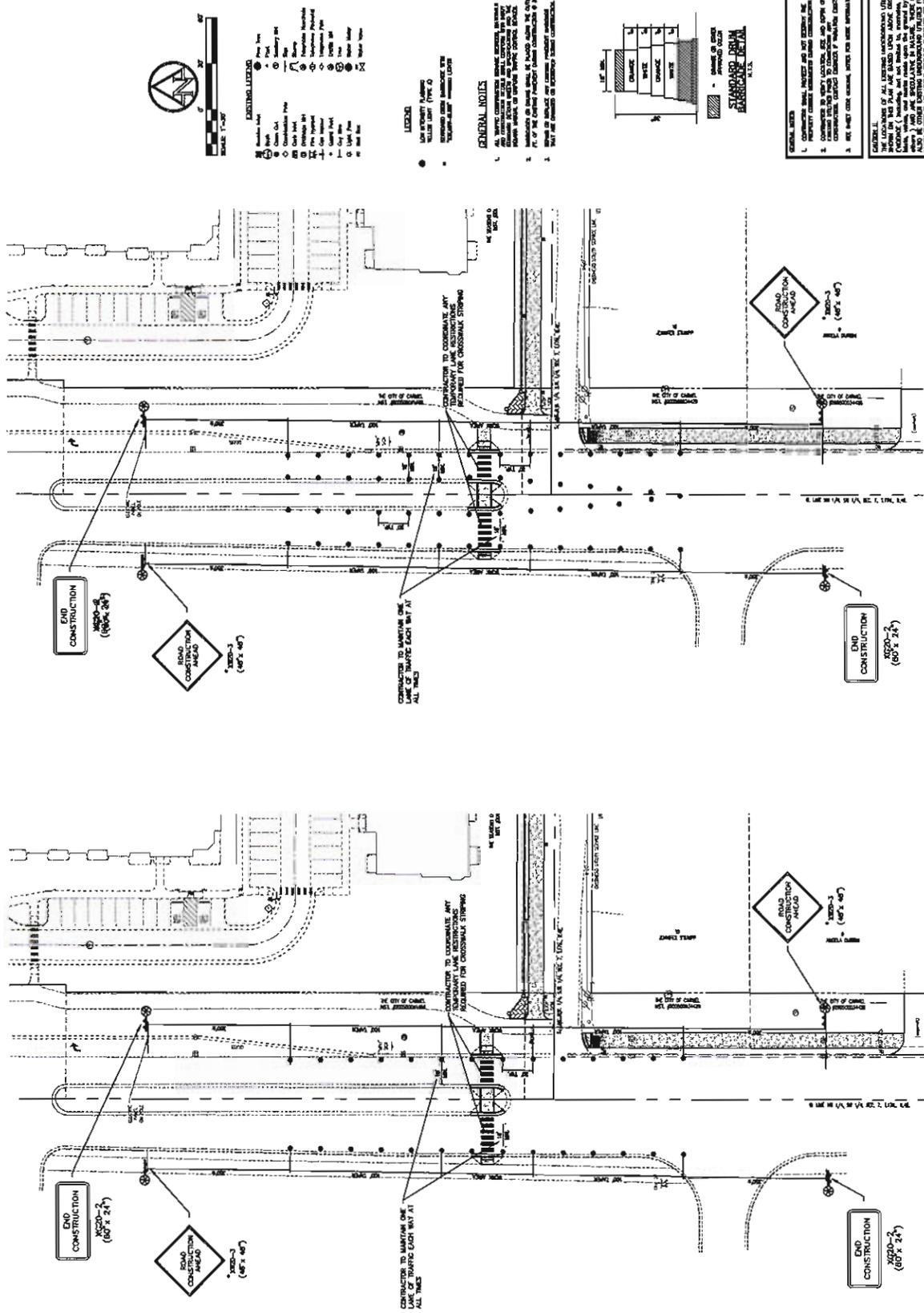


APPROVAL STAMP

ISSUANCE INDEX		
NO.	DATE	
1	04/11/2018	
PROJECT PHASE:		
DESIGN		
REVISION SCHEDULE		
NO.	DESCRIPTION	DATE
1	CITY COMMENTS	02/09/18

Project Number: 2017LPH1614.TP  
**MAINTENANCE OF  
 TRAFFIC PLAN**

**C800**



PHASE I  
ROAD T-307

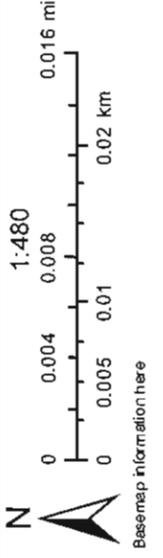
PHASE I  
ROAD T-307

# WESTFIELD BLVD & 98TH STREET



October 22, 2015

Parcels



THE SEASONS OF CARMEL, LLC  
INST. #2014030438

UTILITY EASEMENT

10  
JENNIFER STUMPP

THE CITY OF CARMEL  
INST. #200500034429

S. LINE N.W. 1/4, S.W. 1/4, SEC. 7, T.17N., R.4E.

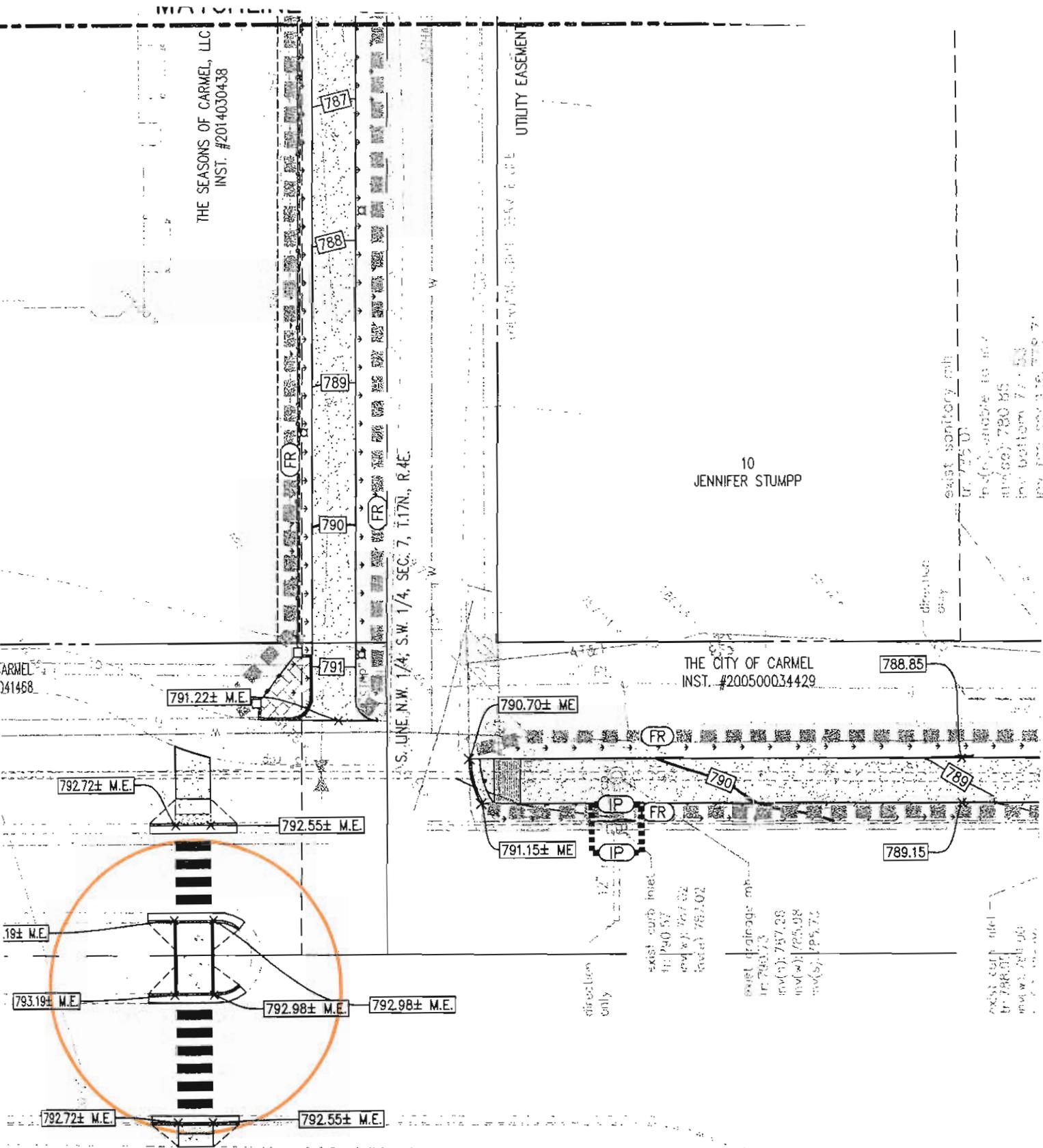
exist sanitary mh  
at 795.00  
incl. manhole to 607  
at (SS) 780.85  
incl bottom 791.50  
incl top 795.70

drainage  
only

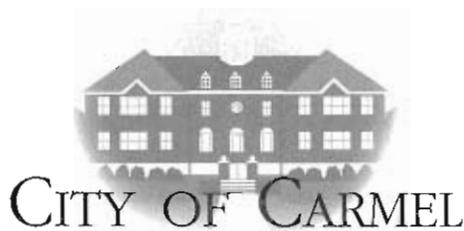
exist curb inlet  
at 790.57  
incl 790.52  
incl 791.02

exist drainage mh  
at 793.73  
incl (S) 797.28  
incl (W) 795.98  
incl (S) 795.70

drainage  
only



CARMEL  
241468



October 27, 2015

JAMES BRAINARD, MAYOR

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

**RE: PENNSYLVANIA STREET ROAD CLOSURE/OPEN PAVEMENT CUT – LIBERTY FUND HEADQUARTERS**

Dear Board Members:

Mr. Andrews Meadows, Assistant Project Manager for Shield- Sexton, is requesting approval for full closure of Pennsylvania Street from the intersection of 111<sup>th</sup> Street north across the frontage of the proposed Liberty Fund Headquarters (approximately 1000'). Closure is required for the connection of the proposed sanitary sewer line to the existing sanitary sewer main within the pavement of Pennsylvania Street. Full closure will be necessary due to size of required equipment needed. Additionally, following the road closure and completion of the sanitary sewer installation, lane restrictions involving the two lanes nearest the median will require closure for demolition of existing curbs placement of new curbing to allow left turn traffic into the Liberty Fund site.

The closure for sanitary sewer connection, installation of the sewer and road patch will be completed in a one day time frame. It is the desire of the contractor to do this on a Friday to allow any additional work required to be completed on Saturday. The lane restrictions will take approximately one week for placement of the new curbing. North and South bound traffic would remain open during the one week period.

Location and work exhibits are attached. Work is scheduled to begin upon approval by the Board and in coordination with other street construction within the area. All business facilities along Pennsylvania Street north of the closure are to be accessed from 116<sup>th</sup> Street.

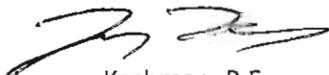
The Department of Engineering recommends that the Board approve the requested road closure and open pavement cut contingent upon satisfaction of the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when the work is complete. Construction in dedicated right of way shall comply with all City codes and standards.
- The open pavement cut shall be restored in accordance with Carmel City standards.
- Petitioner shall contact the Department of Engineering prior to road closure to review the required inspections, requirements and Department authority as it relates to work within the City right of way.

October 27, 2015

- Access to the commercial corporation buildings adjoining the work area shall be provided at all times. Notification to businesses shall be made 48 hours prior to commencement of work activities.
- The petitioner agrees to meet with the Department of Engineering to develop a detour route for Pennsylvania Street traffic. Signage for the road closure and detour route shall be put in place seven (7) calendar days prior to the closure of Pennsylvania Street and maintained for the duration of the project.
- The petitioner agrees to meet with the Department of Engineering to develop a traffic control plan for the lane restrictions. Such a plan shall conform to the requirements of the INDOT Work Zone Safety manual covering lane restrictions shall be developed by the petitioner and reviewed and approved by the Department of Engineering prior to implementation.
- Petitioner agrees to post proper lane restriction signage in accordance with the approved Maintenance of Traffic Plan.
- The petitioner understands that approval by the Board is for road closure, lane restrictions and open pavement cut 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 part of a separate approval process.
- Work shall not commence prior to the opening of the 116<sup>th</sup> Street and Pennsylvania Street intersection.

Sincerely,



Jeremy Kashman, P.E.

City Engineer

ATTACHMENTS

S:\BPW15\CLOSURES\LIBERTYFUNDPENNSYLVANIASCLOSURE.DOC

**RIGHT-OF-WAY PERMIT**

PERMIT NO: \_\_\_\_\_

PERMIT ISSUED FOR WORK WITHIN CITY RIGHT-OF-WAY AND/OR CONSTRUCTION ENTRANCE OR CONSTRUCTION TRAFFIC FROM THE RIGHT-OF-WAY

Note: Open cuts in pavement require Board of Public Works (BPW) Approval

ADDRESS OF WORK: 11301 North Meridian St. (Pennsylvania and 111<sup>th</sup>)

DESCRIPTION OF WORK (check all that apply): Road Bore \_\_\_\_\_ Construction Entrance \_\_\_\_\_

Street Cut  Driveway Replacement \_\_\_\_\_ Lane Closure  Road Closure  Other \_\_\_\_\_

USE OF HEAVY EQUIPMENT (yes or no): Yes IF YES, TYPE OF HEAVY EQUIPMENT (Bobcat or larger) TO BE USED: Street Saws

TODAY'S DATE: 9/14/15 ESTIMATED DATE OF WORK: Mid October

TYPE OF SURFACE TO BE CUT (if applicable): Pavement (asphalt)

APPLICANT'S NAME (Person doing the work): Andrew Meadows (SSC) Phone: (317)650-1403

Address: Shiel Sexton - 902 N. Capitol Ave - Indianapolis IN 46204

WHO IS APPLICANT DOING WORK FOR: Name: Liberty Fund

Address: 8335 Allison Point Trail, Suite 300 Phone: (317)842-0880

DRAWING ATTACHED (yes or no) Yes

NOTE: ON REVERSE SIDE OF THIS PERMIT, PROVIDE NAMES AND CONTACTS OF ALL SUB-CONTRACTORS TO BE INVOLVED IN ON-SITE WORK ON THIS PROJECT.

→ Boindexter Excavating - Kim Andrews - (317)538-7732

SURETY BOND: Please see Item #1 of the Right of Way Conditions

BONDING COMPANY: Western Surety Company BONDING # 62506422

*As applicant for this right-of-way permit, I understand and agree to all the specifications and conditions listed on the attached sheet.*

\_\_\_\_\_  
(Applicant's Signature)

PERMIT GRANTED BY: \_\_\_\_\_

(City Official)

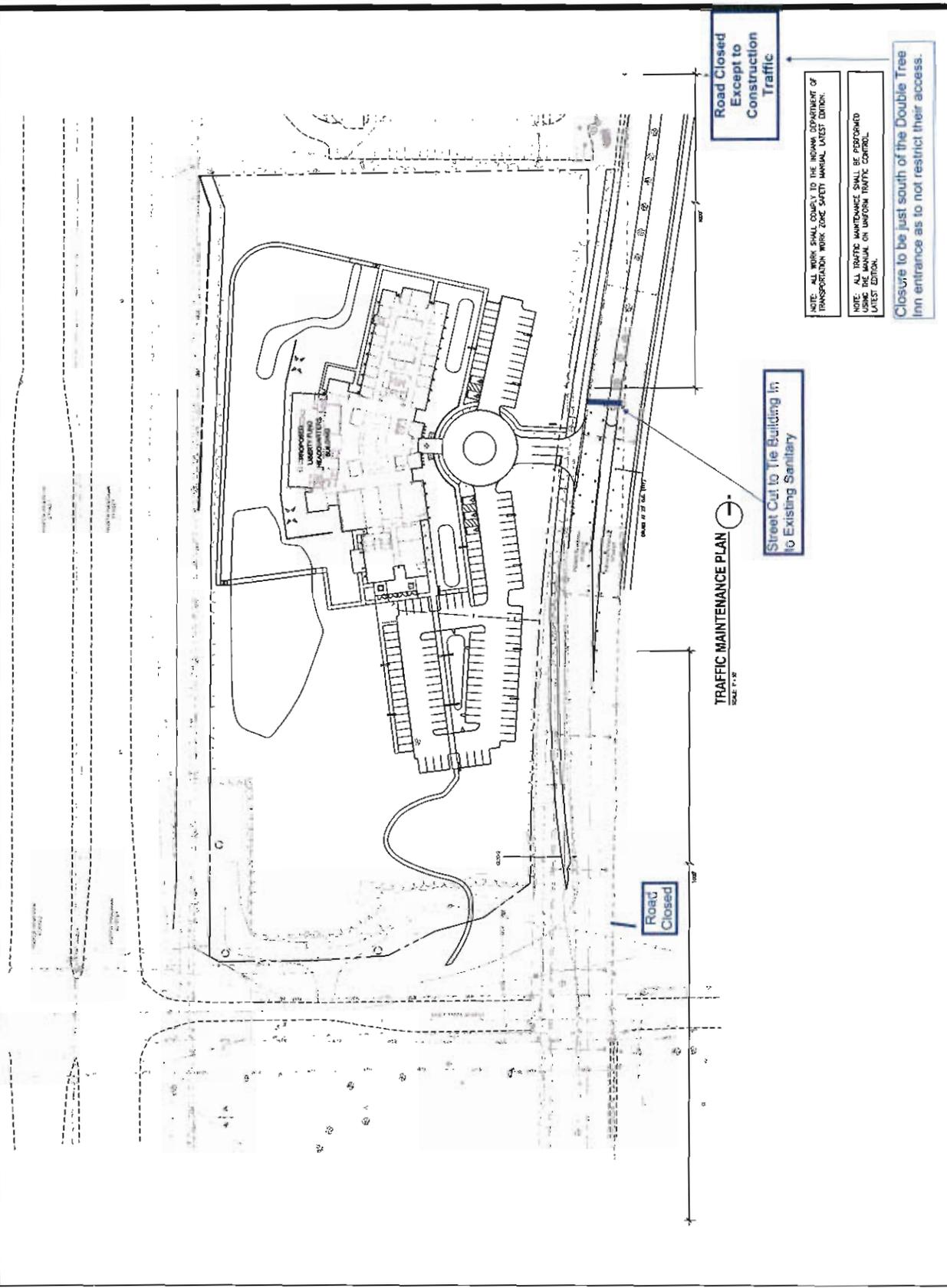
(Date Issued)

**REPAIR WORK INSPECTED AND APPROVED**

I have inspected the repair of the above right-of-way and find it to be completely satisfactory.

\_\_\_\_\_  
(City Inspector)

\_\_\_\_\_  
(Date Released)



TRAFFIC MAINTENANCE PLAN  
SCALE 1" = 20'

Road Closed  
Except to  
Construction  
Traffic

Street Cut to Tie Building in  
to Existing Sanitary

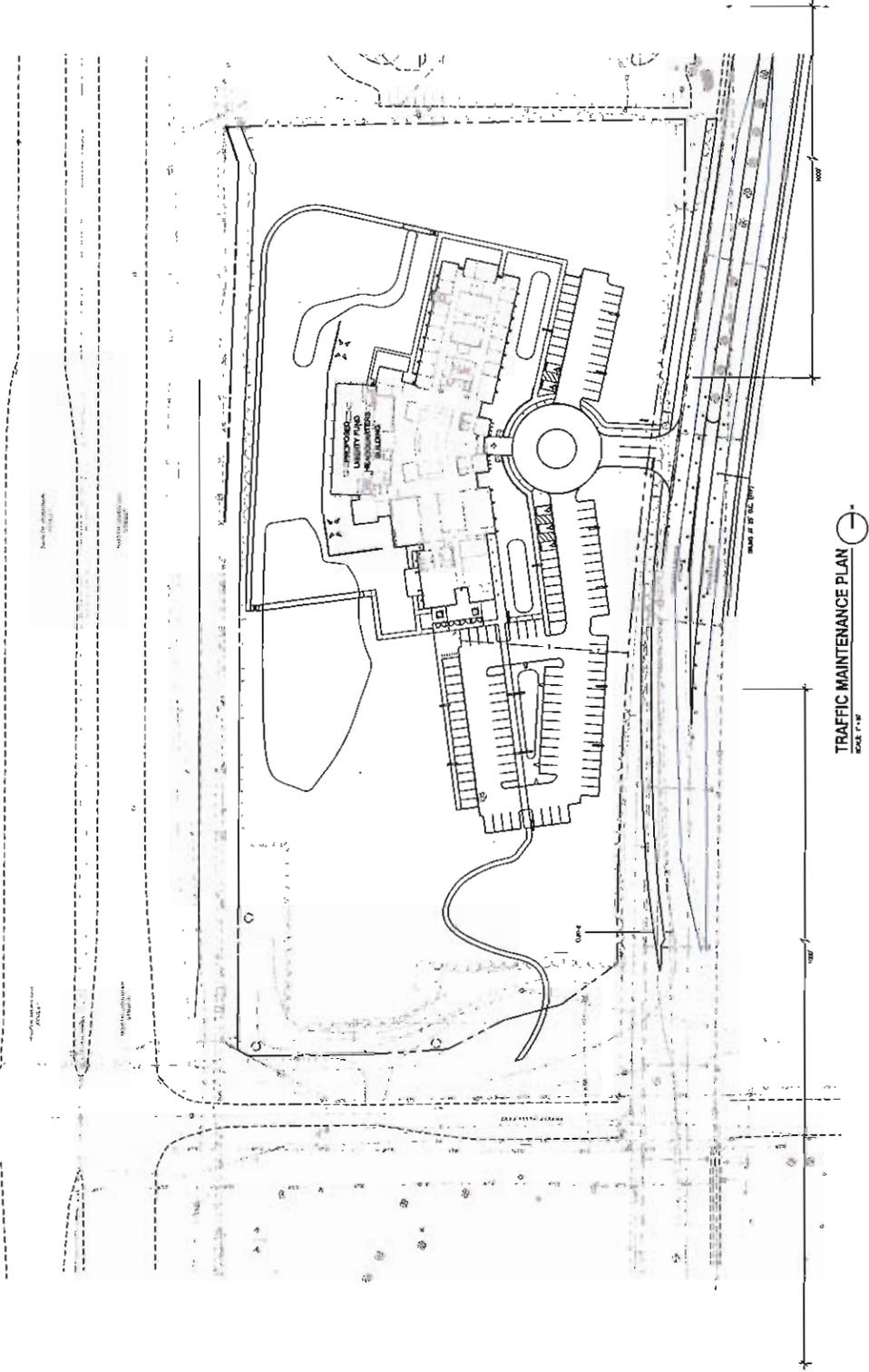
NOTE: ALL WORK SHALL COMPLY TO THE INDIANA DEPARTMENT OF  
TRANSPORTATION WORK ZONE SAFETY MANUAL, LATEST EDITION.

NOTE: ALL TRAFFIC MAINTENANCE SHALL BE PERFORMED  
USING THE MANUAL ON UNIFORM TRAFFIC CONTROL,  
LATEST EDITION.

Closure to be just south of the Double Tree  
Inn entrance as to not restrict their access.

LIBERTY FUND  
HEADQUARTERS

TRAFFIC  
MAINTENANCE  
DETAIL



TRAFFIC MAINTENANCE PLAN  
SCALE: 1/8" = 1'-0"

Inside lanes (within the blue lines) of Pennsylvania  
Street closed to complete new curb work.

NOTE: ALL WORK SHALL COMPLY TO THE INDIANA DEPARTMENT OF TRANSPORTATION WORK ZONE SAFETY MANUAL, LATEST EDITION.

NOTE: ALL TRAFFIC MAINTENANCE SHALL BE PERFORMED USING THE MANUAL ON UNIFORM TRAFFIC CONTROL, LATEST EDITION.

### **Liberty Fund HQ - Narrative for Right-Of-Way Work on Pennsylvania St.**

This will be a two-part process. The first part will require a complete road closure for one full day. The second part will require a closure of the inside lanes only and will take approximately one week. See below for descriptions of each.

#### **Road Closure Work**

We must do a street cut in order to tie in our building sanitary sewer to the existing sanitary which lies under the north-bound lane of Pennsylvania St. Due to the size of the required equipment, there is no safe way to do this without completely closing this stretch of road. We will make the cut, tie in the sewer, and patch back within this day.

Also within this day, we will demo out the curb in front of the Liberty Fund site per our Civil documents. This work is in order to build a turn lane into the Liberty Fund property.

#### **Lane Closure Work**

Following right after the work above, we will need a week to complete the new curb work in the middle of Pennsylvania St. These new curbs will allow for a left turn into Liberty Fund HQ. Only the two lanes closest to the median will need to be shut down for this work.

#### **Timing of Work**

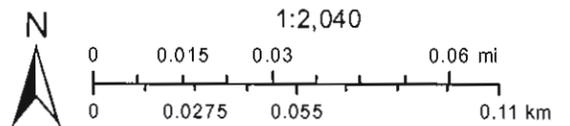
It is our assumption that a complete road closure will be unacceptable until the 116<sup>th</sup> & Pennsylvania intersection re-opens. In light of this, we hope to do this as soon as the City of Carmel will allow following the re-opening of this intersection.

We would like to close the road on a Friday just in case we would need to complete any remaining work on the following Saturday. Then the curb work can be done throughout the next work week.

# LIBERTY FUND HEADQUARTERS SITE



October 27, 2015



Basemap information here



October 23, 2015

JAMES BRAINARD, MAYOR

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

RE: BEAR CREEK SUBDIVISION SECTION 2 – STORMWATER TECHNICAL STANDARDS MANUAL VARIANCE

Dear Board Members:

Mr. David Marks, Senior Project Manager for Williams Creek Consulting, on behalf of Pulte Homes of Indiana, is requesting two variances, from the Carmel Stormwater Technical Standards Manual (Section 303.07 & Section 306.02) in association with the Bear Creek Subdivision Section 2 project.

Section 303.07 states, among other things, **“Ponding and overflow path throughout the development resulting from a 100-year storm event or from a flood route of an internal detention pond or off-site development or watershed, calculated based on all contributing drainage areas in their proposed or reasonably anticipated land use and with the storm pipe system assumed completely plugged, shall be determined and a minimum width of 30 feet along the centerline of the overflow path constrained in permanent drainage easements and shall remain within the limits of the development (shall not encroach onto adjacent properties).”**

The petitioner has noted that existing topography of the development directs runoff to the south, however, the development has been designed to redirect stormwater to the north. There are portions along the south boundary of the development that are captured during smaller rain events, but cannot be captured during a 100-year storm event, therefore impact adjacent property.

Section 306.02 states, among other things, **“All new channels, drain tiles equal to or greater than 12 inches in diameter that are installed in subdivisions requiring a stormwater management permit from the City of Carmel shall be contained within a minimum 30 feet of drainage easement (15 feet from centerline on each side) and shown on the recorded plat.”**

The petitioner has indicated that 30 feet of drainage easement has been provided for all portions of the storm system proposed, however, due to alignment of pipe networks and easements, there are instances where the pipe cannot be centered within the easement, but vary slightly from the centerline.

Given existing topography conditions of the site and the proposed storm sewer system contain within the platted easements, the Department of Engineering, per discussion with Williams Creek Consulting, recommends that the Board approve the requested variances.

Page 2 of 2  
BEAR CREEK STORMWATER VARIANCES  
October 23, 2015

Sincerely,

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

Jeremy Kashman, P.E.  
City Engineer

S:\BPW15\STORMWATERVARIANCES\BEARCREEK2.DOC



20 October 2015

Dave Barnes  
*City Engineering Administrator*  
City of Carmel  
One Civic Square  
Carmel, Indiana 46032

**RE: Variance Requests for Bear Creek - Section 2**

Dear Mr. Barnes:

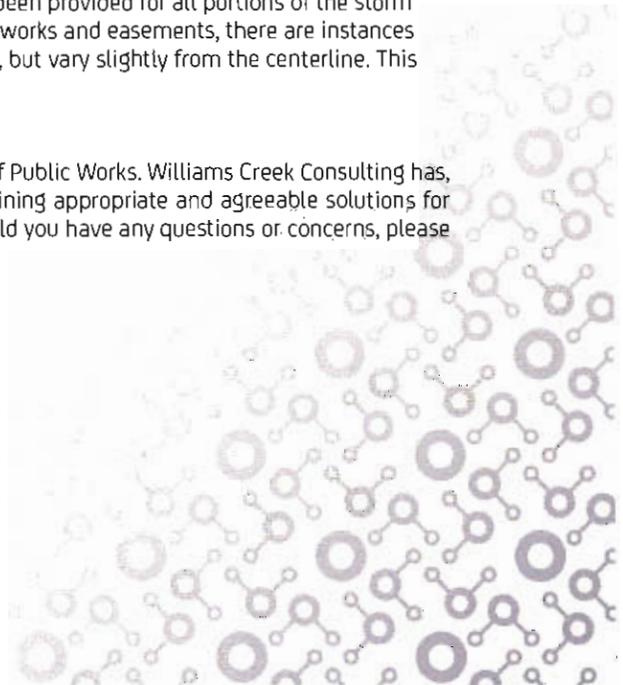
Williams Creek Consulting, on behalf of the developer Pulte Homes of Indiana, LLC is requesting variances from the following section of the City of Carmel Stormwater Technical Standards Manual:

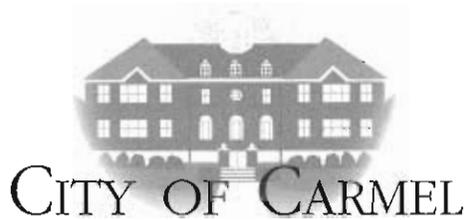
1. Section 303.07, states ponding and overflow path throughout the development resulting from a 100-year storm event or from a flood route of an internal detention pond or off-site development or watershed, calculated based on all contributing drainage areas, on-site and off-site, in their proposed or reasonably anticipated land use and with the storm pipe system assumed completely plugged, shall be determined, clearly shown as hatched areas on the plans, and a minimum width of 30 feet along the centerline of the overflow path contained in permanent drainage easements and shall remain within the limits of the development (shall not encroach onto adjacent properties). The existing topography of the development directs runoff to the south, however, the development has been designed to redirect stormwater to the north. There are portions along the south boundary of the development that are captured during smaller rain events, but cannot be captured during a 100-year storm event, and therefore impact adjacent property. This issue has been discussed and confirmed with City staff.
2. Section 306.02.A states drain tiles equal to or greater than 12 inches in diameter that are installed in subdivisions requiring a stormwater management permit from the City of Carmel shall be contained within a minimum 30 feet of drainage easement (15 feet from centerline on each side) and shown on the recorded plat. 30 feet of drainage easement has been provided for all portions of the storm system proposed, however, due to alignment of pipe networks and easements, there are instances where the pipe cannot be centered within the easement, but vary slightly from the centerline. This issue has been discussed and confirmed with City staff.

It is requested that the above variances be granted by the Board of Public Works. Williams Creek Consulting has, and will continue to coordinate closely with City Staff in determining appropriate and agreeable solutions for the integration of green infrastructure in the City of Carmel. Should you have any questions or concerns, please do not hesitate to contact me.

Best regards  
Williams Creek Consulting, Inc.

David Marks  
*Senior Project Manager*





JAMES BRAINARD, MAYOR

October 12, 2015

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

**RE: REQUEST FOR VARIANCE (LANDSCAPING AND FENCE IN EASEMENT) – 2437 LONDONBERRY BLVD,  
CARMEL INDIANA 46032**

Dear Board Members:

Mr. Scott Farnham, owner of the property with the common address of 2437 Londonberry Blvd, (Lot 23, Windsor Grove) has requested a variance from Section 6-227(a)(4) and 6-227(a)(5) of the City of Carmel Code for the installation of landscaping and a fence in a portion of the lot designated as an easement.

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

1. Petitioner enters into a Consent-to-Encroach Agreement with the City and records the Agreement.
2. Petitioner (and successors and assigns) agrees to remedy any drainage issues that, in the opinion of the City, represent a Detriment as defined in City Code.
3. Petitioner agrees not to modify the grade of the easement from the original design conditions in the 3' section along the property line.
4. Landscaping may only encroach 7' into the 10' D.E. to facilitate drainage along the property lines for adjacent properties.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

S:\BPW1S\2437LONDONBERRYBLVDREQUESTFORVARIANCELANDSCAPINGFENCE.DOC





JAMES BRAINARD, MAYOR

October 27, 2015

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

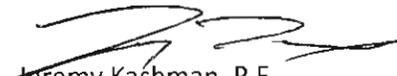
**RE: CONSENT TO ENCROACH – 2437 LONDONBERRY BLVD – LANDSCAPING AND FENCE IN EASEMENT**

Dear Board Members:

A Consent to Encroach document signed by Mr. Scott Farnham, 2437 Londonberry Blvd, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Works for approval during the November 4, 2015 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,



Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT

S:\BPW15\2437LONDONBERRYBLVDENCROACHMENT.DOC

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Scott Farnham, 2437 Londonberry Boulevard, Carmel, Hamilton County, Indiana 46032, (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 23 ("Lot") in Windsor Grove 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 this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 3, Slide 45, Instrument Number 2002065082 in the Office of the Hamilton County Recorder on September 10, 2002, as Windsor Grove (the "Plat"); and

WHEREAS, the current Owner has installed landscaping and a fence, 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 Drainage Easement, identified as "10' 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 approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on November 4, 2015; 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

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

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.

copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.

- 9. 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.
- 10. 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.
- 11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
- 12. 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.
- 13. Owner agrees not to further alter the ground surface elevation within the limits of the easement at any time.
- 14. 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"

SCOTT FARNHAM

Signature

Date: 10/6/13

STATE OF INDIANA )  
COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared SCOTT FARNHAM, 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 6<sup>th</sup> day of October, 2013

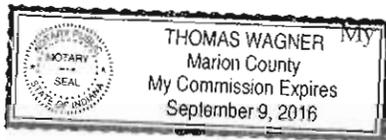
My Commission Expires: 9/9/16

NOTARY PUBLIC

Printed Name

Thomas Wayne

My County of Residence: Marion



"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: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Diana Cordray, IAMC, Clerk-Treasurer  
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 DIANA L. CORDRAY, Clerk-Treasurer 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 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

My County of Residence: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esquire, City Attorney, 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. Douglas C. Haney, Esquire

EXHIBIT A

LOT 23 IN THE WINDSOR GROVE SUBDIVISION RECORDED IN THE OFFICE OF THE HAMILTON COUNTY RECORDER ON SEPTEMBER 10, 2002 IN PLAT CABINET 3, SLIDE 45, AS INSTRUMENT #2002065082

