

Board of Public Works and Safety Meeting
AGENDA
Wednesday, April 6, 2016 – 10:00 a.m.
Council Chambers City Hall One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the March 16, 2016, Regular Meeting**

2. BID/QUOTE OPENINGS AND AWARDS

- a. **Bid Award for Custom Type 1 Ambulance; Chief David Haboush, Carmel Fire Department**
- b. **Bid Award for Golf Car GPS System – Brookshire; Bob Higgins, GM/Superintendent Brookshire Golf Course**
- c. **Bid Opening for Emerson Road Storm Sewer Reconstruction; Jeremy Kashman, City Engineer**
- d. **Bid Opening for Carmel View Drainage Improvements; Jeremy Kashman, City Engineer**
- e. **Bid Opening for 106th Street over Keystone Parkway Bridge Beam Replacement and Various Repairs; Jeremy Kashman, City Engineer**

3. PERFORMANCE RELEASES

- a. **Resolution BPW-04-06-16-01; Tallyn’s Ridge; Multi-Use Path Erosion Control, Seed, Mulch, Stormwater, Signage, Sidewalks, Curb Paving, Multi-Use Path and Stone Shoulder; Jeff Boland, Lombardo Homes**
- b. **Resolution BPW-04-06-16-02; The Preserve at Bear Creek Section 1; Signage Section 1; Mason McQuinn, Pulte Homes**
- c. **Resolution BPW-04-06-16-03; Kroger Store J959; Erosion Control; Sheri Billeter, Kroger Company**
- d. **Resolution BPW-04-06-16-04; Ashmoor Subdivision; Asphalt Path, Asphalt paving, Concrete Curbs, Stormwater Quality Structure and Street Signs; Keith lash, CalAtlantic Homes**
- e. **Resolution BPW-04-06-16-05; Butler Hyundai; Erosion Control; Howard Dugan, Gillatte**
- f. **Resolution BPW-04-06-16-06; Cobblestone Commons; Stormwater/Erosion Control; Casey Shinaver, Old Town Design**

4. CONTRACTS

- a. **Request for Purchase of Goods and Services; Clark Dietz, Inc.; (\$25,700); Additional Services Amendment for Small Structures Hydraulic Study;** Jeremy Kashman, City Engineer
- b. **Request for Purchase of Goods and Services; Old Town on the Monon.; (\$4,500); Additional Services Amendment for Garage License Agreement;** Nancy Heck, Director of the Department of Community Relations
- c. **Request for Purchase of Goods and Services; American Structurepoint, Inc.; (\$1,392,393); Traffic Study for 96th Street Corridor;** Jeremy Kashman, City Engineer
- d. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$30,000); Additional Services Amendment for 2016 On-Call Engineering and inspection Services;** Jeremy Kashman, City Engineer
- e. **Request for Purchase of Goods and Services; Old Town Development L.L.C.; (\$54,449.97); Water Reimbursement Agreement for Sunrise on the Monon Water Main Upsize;** John Duffy, Director of the Department of Utilities
- f. **Request for Purchase of Goods and Services; Calumet Civil Contractors, Inc.; (\$594,335); Auman and Newark Neighborhood Improvements;** Jeremy Kashman, City Engineer
- g. **Request for Purchase of Goods and Services; Shrewsberry & Associates LLC; (\$45,150); Roundabout Landscape Plans;** Jeremy Kashman, City Engineer
- h. **Resolution No. BPW 04-06-16-07; A Resolution of the City of Carmel Board of Public Works Acknowledging Receipt of Contract; Telamon Energy Management, LLC.; (\$655,800); Solar Array Projects for Carmel Water Plant No. 1;** Mayor James Brainard
- i. **Request for Purchase of Goods and Services; Hittle's Landscaping, Inc.; (\$72,210.99); 2016 Landscape Maintenance – West of Meridian;** Dave Huffman, Street Commissioner
- j. **Request for Purchase of Goods and Services; Truegreen; (\$71,315); Landscape Fertilization;** Dave Huffman, Street Commissioner
- k. **Request for Purchase of Goods and Services; Hittle's Landscaping, Inc.; (\$83,238.72); 2016 Landscape Maintenance – East of Meridian;** Dave Huffman, Street Commissioner
- l. **Request for Purchase of Goods and Services; Hittle's Landscaping, Inc.; (\$117,038); 2016 Mowing – East of Meridian;** Dave Huffman, Street Commissioner
- m. **Request for Purchase of Goods and Services; Hittle's Landscaping, Inc.; (\$48,888.84); 2016 Additional Mowing Package;** Dave Huffman, Street Commissioner
- n. **Request for Purchase of Goods and Services; Hittle's Landscaping, Inc.; (\$114,043.13); 2016 Mowing – West of Meridian;** Dave Huffman, Street Commissioner
- o. **Request for Purchase of Goods and Services; TMT, Inc.; (\$44,792.25); Mulch and Weed Control;** Dave Huffman, Street Commissioner

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Gazebo; Carmel Celebration of Bands; August 19, 2016; 10:00 a.m. – 11:00 p.m.;** Frank Stephens, Indiana Wind Symphony
- b. **Request to Use Council Chambers; Civics Training; April 11, 2016; 4:00 p.m. – 7:00 p.m.;** Leslie Webb, Carmel Green Initiative
- c. **Request to Use Fountain Area; Hoosier Burn Camp Ride; June 1, 2016; 6:30 a.m. – 9:30 a.m.;** Dave Martin, Carmel Professional Firefighters Local Union 4444
- d. **Request to Use Gazebo and Fountain Area; Fundraiser; May 14, 2016; 2:00 p.m. – 11:00 p.m.;** Alex Grief, The Thirst Project
- e. **Request to Use Gazebo; Woodwind Studio Spring Recital; May 22, 2016; 12:00 p.m. – 6:00 p.m.;** Katherine Peters
- f. **Request to Use Gazebo; Prayer for Country and Carmel; May 5, 2016; 11:00 a.m. – 1:00 p.m.;** David Forbes, National Day of Prayer
- g. **Request to Use Gazebo and Japanese Garden; Wedding; June 16, 2016; 4:00 p.m. – 10:00 p.m.;** Jeri Thompson
- h. **Request to Use Japanese Garden; Wedding/Vow Ceremony; April 29, 2016; 4:30 p.m. – 6:00 p.m.;** Geoffrey and Ali Lewis
- i. **Request to Use Gazebo; Concert; June 10, 2016; 3:00 p.m. – 10:00 p.m.;** Charles Conrad, Indiana Wind Symphony
- j. **Request to Use City Streets; Cycling Race; August 19, 2016; 7:00 a.m. – 6:00 p.m.;** Darren Reno, TruSport.com, Inc.
- k. **Request to Use Gazebo, Fountain Area, Japanese Garden and Center Green; Carmel Fest 2016; July 2nd- July 4th, 2016; 5:30 p.m. – 12:00 a.m.;** Gary Sexton, Carmel Fest 2016
- l. **Request to Use Gazebo; Graduation Party; June 5, 2016; 11:00 a.m. – 5:00 p.m.;** Angela Horner

6. OTHER

- a. **Request for Lane Restriction/Sidewalk Closure; Townhomes at City Center – West City Center Drive;** Josh Holmes, Holmes Tree Care
- b. **Request for Curb Cut/Temporary Construction Entrance; 5778 Clay Center Road;** Nick Guerrinin, Emerald Group, Inc
- c. **Request for Lane Restriction/Open Pavement Cut; 301 Woodland Lane;** John Edwards, Elevation Excavation
- d. **Request for Lane Restriction; Pennsylvania Street Roundabout @ 131st Street;** Mark Clear, AT&T
- e. **Request for Lane Restriction; Clay Terrace Boulevard;** Andrew Taylor, American Structurepoint, Inc.
- f. **Request for Recreational Pathway Closure/Open Cut; 760 East 116th Street;** Resa Glover, Vectren
- g. **Request for Lane Restriction; 55 East 111th Street;** D'Mon Williams, Duke Energy
- h. **Request for Soil Boring; Lowe's Way – Core Locations;** Mark, Knuttel
- i. **Request for Variance; 14066 James Dean Drive;** Kris and Fernanda Stobel
- j. **Request for Variance; 14074 James Dean Drive;** Timothy and Catherine Patrick
- k. **Request for Variance; 854 Range Line Road S;** CC Nash, LLC

- l. **Request for Consent to Encroach; 14066 James Dean Drive;** Kris and Fernanda Stobel
- m. **Request for Consent to Encroach; 14074 James Dean Drive;** Timothy and Catherine Patrick
- n. **Request for Consent to Encroach; 854 Range Line Road;** CC Nash, LLC
- o. **Request for Stormwater Variance; OneOneSix Apartments Phase 2;** Kevin Sumner, Weihe Engineers
- p. **Request for Stormwater Variance; Traders Point Christian Church;** Mark Thorpe, Weihe Engineers
- q. **Request for Secondary Plat Approval; Grand and Main Secondary Plat;** Michael Dianente, Edward Rose and Sons

7. ADJOURNMENT

Board of Public Works and Safety Meeting
MINUTES
Wednesday, March 16, 2016 – 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 Members; Lori Watson and Mary Ann Burke, Clerk-Treasurer Christine Pauley, and Deputy Clerk Jacob Quinn

MINUTES

Minutes for the February 3, 2016 Regular meeting were approved 3-0.

BID/QUOTE OPENINGS AND AWARDS

Bid Opening for Custom Type 1 Ambulance; Mayor Brainard opened the bids and read them aloud:

<i>Horton Ambulance</i>	<i>\$235,885</i>
<i>Oxygen Bottle Lift Option</i>	<i>\$2,691</i>
<i>Ambulance #1 trade-in</i>	<i>\$13,000</i>
<i>Ambulance #2 trade-in</i>	<i>\$11,000</i>
<i>Braun Ambulance</i>	<i>\$243,618</i>
<i>Estimated Ford FIN Rebate</i>	<i>\$ - 3,800</i>
<i>Ambulance #1 trade-in</i>	<i>\$10,000</i>
<i>Ambulance #2 trade-in</i>	<i>\$8,000</i>

Bid Opening for 2016 – Paving Program; Mayor Brainard opened the bids and read them aloud:

<i>Company</i>	<i>Amount</i>
<i>Harding Group</i>	<i>\$4,029,296.96</i>
<i>Rieth Riley</i>	<i>\$4,100,000</i>
<i>Milestone</i>	<i>\$4,239,847</i>
<i>E&B Paving</i>	<i>\$4,551,929.89</i>

Calumet

\$4,778,909.27

Bid Opening for 2016 – Pickup Trucks; Mayor Brainard opened the bids and read them aloud:

<i>Company</i>	<i>Amount</i>
<i>Pearson Ford</i>	<i>\$862,557 w/o trade-in, \$773,157</i>
<i>with</i>	
<i>Hares Chevrolet</i>	<i>\$834,687 w/o trade in, \$771,787</i>
<i>with (bid excludes the SUV and Iton dump truck)</i>	

Bid Opening for Golf Car GPS System – Brookshire; Mayor Brainard opened the bids and read them aloud:

<i>Company</i>	<i>Amount</i>
<i>GPS industries, LLC</i>	<i>\$39,168 per year, 48 month term</i>

Bid Award for 106th Street Lift Station Controls Project; Miller Eads Co.; \$152,270; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Quote Award for Rolling Springs Sewer Lining Project; Layne Inline; \$33,250; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Bid Award for Used Police Cars; Jeglum Leasing Corp; \$68,300; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Bid Award for Tandem Axle Salt Trucks; Stoops Freightliner; \$922,754; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Reject all Quotes Received on March 2, 2016 for 116th Street and Gray Road Clearing; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

CONTRACTS

Request for Purchase of Goods and Services; Indiana University Health; (\$468,751); Amendment to Master Services Agreement for Designated Health Care Services; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; HWC Engineering, Inc.; Additional Services; (\$472,000); Small Structure Replacements/Repairs; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Rieth-Riley Construction Company, Inc.; (\$130,440); Keystone Crack Sealing; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; SunGard Public; (\$117,444); Application Services Provider Agreement; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; SJCA Engineers & Surveyors; (\$96,875); Roundabout at Carey Road and Hawthorne Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Avolve Software; Software License and Support Agreement; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$237,500); Hazel Dell Parkway Improvements; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use Gazebo; Graduation Party; Saturday, May 28, 2016; 11:00 a.m. – 5:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Palladium Center Green; U.S. Conference of Mayors; Saturday June 24, 2016; 8 a.m. – 12:00 a.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Caucus Room; HOA Annual Meeting; Thursday, April 21, 2016; 6:00 p.m. – 9:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use City Streets; 47th Annual Sam Costa Half Marathon; Saturday, March 19th, 2016; 9:00 a.m. – 12:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

OTHER

Request for Lane Restrictions and Pathway Closures; 656 W 141st Street/ 3405 E 116th Street/ Hazel Dell Parkway south of 116th Street/ Hazel Dell Parkway South of 106th Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Lane Restriction and Open Pavement Cut; 10333 Pennsylvania Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Lane Restriction and Pathway Closure; 201 Guilford Avenue; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Variance; 14338 Dove Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Consent to Encroach; 14338 Dove Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Secondary Plat; Jackson's Grant on Williams Creek Section 1B; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Unsafe Building Hearing; 231 126th Street E., Carmel, IN 46032; Order to Demolish; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Board Member Burke moved to add a residential lease agreement between the City of Carmel and Robert Paterson. Board Member Watson seconded. Request approved 3-0. Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

ADJOURNMENT

Mayor Brainard adjourned the meeting at 10:22 a.m.

Christine S. Pauley – Clerk-Treasurer

Approved

Mayor James Brainard

ATTEST:

Christine S. Pauley - Clerk-Treasurer

NOTICE TO BIDDERS
City of Carmel, Indiana

Project: #16-02 – Emerson Road Storm Sewer Reconstruction

Notice is hereby given that the Board of Public Works and Safety for the City of Carmel, Hamilton County, Indiana will receive sealed bids for the above described “Project” at the office of the Clerk Treasurer, One Civic Square, Carmel, Indiana (City Hall) **until 10:00 a.m. Local Time on or before Wednesday, April 6, 2016**, and commencing as soon as practicable thereafter during the Board of Public Works Meeting on the same date. Such bids will be publicly opened and read aloud in the Council Chambers of City Hall. **No late bids will be accepted.**

All bids and proposals shall be properly and completely executed on the proposal forms provided with the plans and specifications, which will include the non-collusion affidavit as required by the State of Indiana. The bid envelope must be sealed and have the words **“BID – #16-02 – Emerson Road Storm Sewer Reconstruction.”**

A bid bond or certified check in an amount not less than ten percent (10%) of the amount bid must be submitted with each bid. A one hundred percent (100%) performance and payment bond will also be required of the successful bidder. It is intended that actual construction of all work divisions shall be started as soon as practicable, and each bidder shall be prepared to enter promptly into a construction contract, furnish a performance bond, and begin work without delay in the event the award is made to him.

The Project consists of, but is not necessarily limited to, the following:

The construction of 2,664 feet of proposed storm sewer along Emerson Road, York Drive, and Park Lane, including asphalt and concrete drive approach replacement, and street patching for storm crossings, removal and replacement of existing curb, sidewalk, and curb ramps, removal of existing pipe and storm structures, and existing pipe capping and filling. Also, the installation of a mechanical stormwater treatment unit and underground detention system at the downstream outlet of the proposed storm sewer reconstruction. Also included within the project will be 419 LFT of 15-inch sanitary sewer relocation within 3rd Ave. SW.

Contract Documents for the Project have been assembled into one bound project manual, which together with drawings, may be examined at the following locations:

City of Carmel	CrossRoad Engineers, PC
Department of Engineering - 1st Floor	3417 Sherman Drive
One Civic Square	Beech Grove, IN 46107
Carmel, IN 46032	(317) 780-1555
	Attn: Trent Newport, P.E., L.S.

Copies of such drawings and project manuals must be obtained from CrossRoad Engineers at the address stated above, upon the payment of \$75 for each set. These sets include full-size drawings. Payment must be by check. **NO CASH ACCEPTED. Make checks payable to CrossRoad Engineers, PC.** All payments and costs of Contract Documents are non-refundable.

Bidders shall assure that they have obtained complete sets of drawings and Contract Documents and shall assume the risk of any errors or omissions in bids prepared in reliance on incomplete sets of drawings and Contract Documents.

This Project will be funded by the City of Carmel.

Wage rates for the Project shall not be less than the current prescribed scale of wages as determined by the Common Construction Wage Committee in accordance with I.C. 5-16-7 and included in the Project Manual.

A **pre-bid conference** for discussions of the Project, the bidding requirements and other important matters will be held on **Tuesday, March 29, 2016 at 10:00 a.m.** local time in the Caucus Room on the 2nd Floor of City Hall (One Civic Square). All prospective bidders are invited to attend the pre-bid conference. The pre-bid conference is **not** mandatory.

For special accommodations needed by handicapped individuals planning to attend the pre-bid conference or public bid opening meeting, please call or notify the city of Carmel, Engineer's Office, at (317) 571-2441 at least forty-eight (48) hours prior thereto.

No bidder may withdraw any bid or proposal within a period of thirty (30) days following the date set for receiving bids or proposals. The Carmel Board of Public Works and Safety reserves the right to hold any or all bids or proposals for a period of not more than thirty (30) days and said bids or proposal shall remain in full force and effect during said period. The City of Carmel 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 solicitations 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.

Christine S. Pauley
Clerk-Treasurer

Publication dates: Thursday, March 17, 2016 and Thursday, March 24, 2016

NOTICE TO BIDDERS
City of Carmel, Indiana

Project: **#16-SW-12 – 2016 Carmel View Drainage Improvements**

Notice is hereby given that the Board of Public Works and Safety for the City of Carmel, Hamilton County, Indiana will receive sealed bids for the above described “Project” at the office of the Clerk Treasurer, One Civic Square, Carmel, Indiana (City Hall) **until 10:00 a.m. Local Time on or before Wednesday, April 6, 2016**, and commencing as soon as practicable thereafter during the Board of Public Works Meeting on the same date. Such bids will be publicly opened and read aloud in the Council Chambers of City Hall. **No late bids will be accepted.**

All bids and proposals shall be properly and completely executed on the proposal forms provided with the plans and specifications, which will include the non-collusion affidavit as required by the State of Indiana. The bid envelope must be sealed and have the words **“BID – #16-SW-12 – 2016 Carmel View Drainage Improvements.”**

A bid bond or certified check in an amount not less than ten percent (10%) of the amount bid must be submitted with each bid. A one hundred percent (100%) performance and payment bond will also be required of the successful bidder. It is intended that actual construction of all work divisions shall be started as soon as practicable, and each bidder shall be prepared to enter promptly into a construction contract, furnish a performance bond, and begin work without delay in the event the award is made to him.

The Project consists of, but is not necessarily limited to, the following:

The reconstruction of 1,819 feet of proposed storm sewer along Carmel View Drive, 4th St. SE, 5th St. SE, 1st Ave. SE and Rangeline Rd, including inlets, drive culverts, ditch grading, culvert cleaning, paved side ditch, street patching, asphalt, concrete, and gravel drive approach replacement, removal and replacement of existing curb, sidewalk, and curb ramps, removal of existing pipe and storm structures, and existing pipe capping and filling.

Contract Documents for the Project have been assembled into one bound project manual, which together with drawings, may be examined at the following locations:

City of Carmel	CrossRoad Engineers, PC
Department of Engineering - 1st Floor	3417 Sherman Drive
One Civic Square	Beech Grove, IN 46107
Carmel, IN 46032	(317) 780-1555
	Attn: Trent Newport, P.E., L.S.

Copies of such drawings and project manuals must be obtained from CrossRoad Engineers at the address stated above, upon the payment of \$75 for each set. These sets include full-size drawings. Payment must be by check. **NO CASH ACCEPTED. Make checks payable to CrossRoad Engineers, PC.** All payments and costs of Contract Documents are non-refundable.

Bidders shall assure that they have obtained complete sets of drawings and Contract Documents and shall assume the risk of any errors or omissions in bids prepared in reliance on incomplete sets of drawings and Contract Documents.

This Project will be funded by the City of Carmel.

Wage rates for the Project shall not be less than the current prescribed scale of wages as determined by the Common Construction Wage Committee in accordance with I.C. 5-16-7 and included in the Project Manual.

A **pre-bid conference** for discussions of the Project, the bidding requirements and other important matters will be held on **Tuesday, March 29, 2016 at 9:00 a.m.** local time in the Caucus Room on the 2nd Floor of City Hall (One Civic Square). All prospective bidders are invited to attend the pre-bid conference. The pre-bid conference is **not** mandatory.

For special accommodations needed by handicapped individuals planning to attend the pre-bid conference or public bid opening meeting, please call or notify the city of Carmel, Engineer's Office, at (317) 571-2441 at least forty-eight (48) hours prior thereto.

No bidder may withdraw any bid or proposal within a period of thirty (30) days following the date set for receiving bids or proposals. The Carmel Board of Public Works and Safety reserves the right to hold any or all bids or proposals for a period of not more than thirty (30) days and said bids or proposal shall remain in full force and effect during said period. The City of Carmel 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 solicitations 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.

Christine S. Pauley
Clerk-Treasurer

Publication dates: Thursday, March 17, 2016 and Thursday, March 24, 2016

NOTICE TO BIDDERS
City of Carmel, Indiana

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

Project: **106th Street over Keystone Parkway Bridge Beam Replacement and**
 Various Repairs
 Project Number: 16-INS-01

Notice is hereby given that the Board of Public Works and Safety for the City of Carmel, Hamilton County, Indiana will receive sealed bids for the above described "Project" at the office of the Clerk Treasurer, One Civic Square, Carmel, Indiana (City Hall) **until 10:00 a.m. EST on or before April 6, 2016** , and commencing as soon as practicable thereafter on the same date such bids will be publicly opened and read aloud in the Council Chambers of City Hall. **No late bids will be accepted.**

All bids and proposals shall be properly and completely executed on the proposal forms provided with the plans and specifications, which will include the non-collusion affidavit as required by the State of Indiana. The bid envelope must be sealed and have the words **"BID – 106th Street over Keystone Parkway Bridge Beam Replacement and Various Repairs"**.

A bid bond or certified check in an amount not less than ten percent (10%) of the amount bid must be submitted with each bid. A one hundred percent (100%) performance and payment bond will also be required of the successful bidder. It is intended that actual construction of all work divisions shall be started as soon as practicable, and each bidder shall be prepared to enter promptly into a construction contract, furnish a performance bond, and begin work without delay in the event the award is made to him.

The Project consists of, but is not necessarily limited to, the following:

The replacement of a damaged beam and the repair of other damaged caused by a vehicle collision. Other ancillary work such as replacement of ornamental bridge railing, sidewalk and other miscellaneous items are also part of this scope of work.

Contract Documents for the Project have been assembled into one bound project manual, which together with drawings, may be examined at the following locations:

City of Carmel
Department of Engineering - 1st Floor
One Civic Square
Carmel, IN 46032
(317) 571-2441

Copies of such drawings and project manuals must be obtained from American Structurepoint, Inc. by contacting David Day via email (dday@structurepoint.com). Only electronic copies (*.pdf files) will be distributed.

Bidders shall assure that they have obtained complete sets of drawings and Contract Documents and shall assume the risk of any errors or omissions in bids prepared in reliance on incomplete sets of drawings and Contract Documents.

This Project will be funded by the City of Carmel.

A **pre-bid conference** for discussions of the Project, the bidding requirements and other important matters will be held on ***March 28, 2016 at 10:30 a.m.*** in the Caucus Room on the 2nd Floor of City Hall (One Civic Square). All prospective bidders are invited to attend the pre-bid conference. The pre-bid conference is **not** mandatory.

For special accommodations needed by handicapped individuals planning to attend the pre-bid conference or public bid opening meeting, please call or notify the city of Carmel, Engineer's Office, at (317) 571-2441 at least forty-eight (48) hours prior thereto.

No bidder may withdraw any bid or proposal within a period of thirty (30) days following the date set for receiving bids or proposals. The Carmel Board of Public Works and Safety reserves the right to hold any or all bids or proposals for a period of not more than thirty (30) days and said bids or proposal shall remain in full force and effect during said period. The City of Carmel 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 solicitations 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

Christine S. Pauley
Clerk-Treasurer

Board of Public Works
and Safety
City of Carmel, Indiana

Date: April 6, 2016
Resolution No: BPW-04-06-16-01

From: CITY ENGINEER

PRINCIPAL: LOMBARDO HOMES OF INDIANA, LLC.

SURETY: LIBERTY MUTUAL INSURANCE COMPANY

Board Members:

I have conducted final inspection of TALLYN'S RIDGE project for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
SIGNAGE, SIDEWALKS, CURB PAVING, MULTI-USE PATH	013127213	\$275,720.62
EROSION CONTROL, SEED, MULCH AND STORM WATER	013127361	\$ 83,756.51

The above improvement bonds have been replaced with new performance guarantees by new owners of the Tallyn's Ridge Development (PLATINUM PROPERTIES). I recommend release of the above performance bonds subject to the following condition:

UPON COMPLETION OF IMPROVEMENTS BY THE NEW PERFORMANCE BOND PRINCIPAL (TALLYN'S RIDGE DEVELOPER, LLC) PERFORMANCE GUARANTEES PROVIDED AS REPLACEMENT OF THE ABOVE STATED BONDS MEET RELEASE REQUIREMENTS OF THE 3-YEAR MAINTENANCE GUARANTEE CITY ORDINANCE.

Approved:



JEREMY KASHMAN
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 6th day of APRIL, 2016, that the listed Performance Guarantees for TALLYN'S RIDGE as listed above are hereby released by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

(Member)
(Member)

Board of Public Works and Safety



2299 Technology Drive, Suite 150, O'Fallon, MO 63368 | 636-265-2710 | www.LombardoHomesStLouis.com

3-11-2016

City of Carmel
Attn: David Barnes
One Civic Square
Carmel IN, 46032

Dear Mr. Barnes:

Lombardo Homes of Indiana, LLC would like to request the release of our Performance Bonds for Tallyn's Ridge. Lombardo sold the property to Fisher Homes and is no longer the developer.

The Bond # are

1. 013127361- erosion control, Seed and mulch and Storm Water - \$ 83,756.51
2. 013127213- Signage, Sidewalk, Curb,Paving, Multi use path, Stone shoulder - \$ 267,720.62

Thank you for your assistance.

Sincerely

A handwritten signature in black ink, appearing to read "Jeff Boland", is written over a large, faint, light-colored watermark of the same signature.

JEFF BOLAND

Land Development Manager

LOMBARDO HOMES
2299 Technology Dr., Suite 150
O'Fallon, MO 63368
Phone: 636.265.2710 ext. 116

Board of Public Works
and Safety
City of Carmel, Indiana

Date: April 6, 2016
Resolution No: BPW-04-06-16-02

From: CITY ENGINEER

PRINCIPAL: PULTE HOMES OF INDIANA, LLC

SURETY: CONTINENTAL INSURANCE COMPANY

Board Members:

I have conducted final inspection of THE PRESERVE AT BEAR CREEK project for the following improvement:

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
SIGNAGE SECTION 1	929602322	\$4,280.00

The above improvement has been completed and is acceptable to the City of Carmel. I recommend acceptance of said improvement, subject to the following condition:

Maintenance Guarantee in the amount of 10% of the Performance Guarantee amount for SIGNAGE to be filed with the City of Carmel, said guarantee to run for a period of three (3) years.
Maintenance Guarantee for SIGNAGE will be \$ 428.00.

Approved:


JEREMY KASHMAN
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 6TH day of APRIL, 2016, that the listed Performance Guarantee for THE PRESERVE AT BEAR CREEK SECTION 1 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



Mr. Barnes,

I am sending you this letter to request the release of the Signage Performance Bond for Preserve at Bear Creek Section 1. Please let me know if this can be added to the agenda for the next Board of Public Works meeting.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be "Mason McQuinn", written over a light blue circular stamp.

Mason McQuinn

Board of Public Works
and Safety
City of Carmel, Indiana

Date: April 6, 2016
Resolution No: BPW-04-06-16-03

From: CITY ENGINEER

PRINCIPAL: THE KROGER COMPANY

SURETY: LIBERTY MUTUAL INSURANCE COMPANY

Board Members:

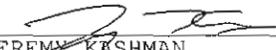
I have conducted final inspection of KROGER STORE #J959 project for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
EROSION CONTROL	285048319	\$20,578.00
WATER QUALITY BMP'S	285048320	\$18,849.00

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 EROSION CONTROL & WATER QUALITY BMP'S 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 \$ 2,057.80
Maintenance Guarantee for WATER QUALITY BMP'S will be \$ 1,884.90

Approved:



JEREMY KASHMAN
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 6TH day of APRIL, 2016, that the listed Performance Guarantee for KROGER STORE #J959 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

Sheri Billeter
Kroger Mid-West Region
Facility Engineering
5960 Castleway W Dr
Indianapolis, IN 46250



sheri.billeter@kroger.com

(503) 333-4407 Cell
(708) 499-7962 Fax

Our Kroger Values: Safety · Integrity · Honesty · Respect · Inclusion · Diversity

March 10, 2016

City of Carmel Engineering Department
1 Civic Square,
Carmel, IN 46032

Subject: Request to Cancel Bonds at Kroger Carmel Location J959

Dave Barnes,

I am writing this letter to request the release of the bonds referenced in the table below:

BOND NO.	OBLIGEE	PRINCIPAL	DESCRIPTION	BOND TYPE	AMOUNT
285048318	CITY OF CARMEL	THE KROGER CO.	Site Work/Hardscape - Kroger Store No J959	Subdivision Bond	\$64,429.50
285048319	CITY OF CARMEL	THE KROGER CO.	Performance Bond - Erosion Control - Kroger Store No J959	Subdivision Bond	\$20,578.00
285048320	CITY OF CARMEL	THE KROGER CO.	Performance Bond - Water Quality BMPs - Kroger Store No J959	Subdivision Bond	\$18,849.00
285048321	CITY OF CARMEL	THE KROGER CO.	Work in the right-of-way - Kroger Store No J959	Subdivision Bond	\$17,013.00
285048328	STATE OF INDIANA DEPARTMENT OF TRANSPORTATION	KROGER LIMITED PARTNERSHIP 1	Permit Bond - Driveway Curb Cut	License/Permit Bond	\$10,000.00

If you have any questions or need anything else to process this request, please contact me.

Thank you,

A handwritten signature in black ink, appearing to read "Sheri Billeter".

Sheri Billeter
Project Manager
Kroger Co.
Mid-West Facility Engineering
503-333-4407 (Cell)
sheri.billeter@kroger.com

Board of Public Works
and Safety
City of Carmel, Indiana

Date: April 6, 2016
Resolution No: BPW-04-06-16-04

From: CITY ENGINEER

PRINCIPAL: ASHMOOR SUBDIVISION

SURETY: THE CONTINENTAL INSURANCE COMPANY

Board Members:

I have conducted final inspection of ASHMOOR SUBDIVISION project for the following improvement:

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
ASPHALT PAVING	929603700	\$498,988.20
STREET SIGNS	929603703	\$ 2,000.00

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 ASPHALT PAVING to be filed with the City of Carmel, said guarantee to run for a period of three (3) years.
 Maintenance Guarantee for ASPHALT PAVING will be \$74,848.23
 Maintenance Guarantee in the amount of 10% of the Performance Guarantee amount for STREET SIGNS to be filed with the City of Carmel, said guarantee to run for a period of three (3) years.
 Maintenance Guarantee for STREET SIGNS will be \$200.00

Approved:



 JEREMY KASHMAN
 City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 6TH day of APRIL, 2016, that the listed Performance Guarantee for ASHMOOR SUBDIVISION 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

Barnes, David R

From: Keith Lash <keith.lash@calatl.com>
Sent: Thursday, February 18, 2016 8:07 AM
To: Barnes, David R
Subject: Ashmoor / Westmont

Dave, I hope all is well. Below is a list of various Performance Bonds that I believe all work has been completed and we would like to request these bonds be released and Maintenance Bond accepted. Please let me know if this is possible and what the amounts are for the corresponding maintenance bonds.

Bond Number(s)	Surety(s)	Obligee(s)	Bond Type	Bond Description
929603702	The Continental Insurance Company	City of Carmel	Performance	Ashmoor - Asphalt Path
929603700	The Continental Insurance Company	City of Carmel	Performance	Ashmoor - Asphalt Paving
929603701	The Continental Insurance Company	City of Carmel	Performance	Ashmoor - Concrete Curbs
929603705	The Continental Insurance Company	City of Carmel	Performance	Ashmoor - Stormwater Quality Structure
929603703	The Continental Insurance Company	City of Carmel	Performance	Ashmoor - Street Signs

Thanks,
KEITH LASH, PE
Director of Land Development

CalAtlantic Homes
Continuing the legacies of Ryland and Standard Pacific
9025 North River Rd, Ste 100, Indianapolis, IN 46240
direct: (317) 846-4281 | mobile: (317) 714-2120
keith.lash@calatl.com
calatlantichomes.com
NYSE: CAA

[Indianapolis](#)

July 30, 2015

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

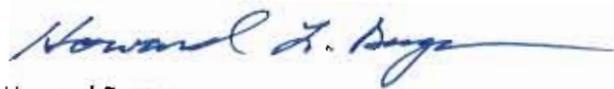
Re: Butler Hyundai
96th and Randall
Carmel, Indiana

Mr. Barnes,

We have completed construction of the Butler Hyundai project and are respectfully requesting release of the Right of Way Performance Bond (#929582479) and Erosion Control Performance Bond (#929582478) that we posted at the beginning of the project. Attached are copies of the bonds for reference.

Please let us know if we are to meet the inspectors on site to review the project or if Gilliatte General Contractors, Inc. needs to provide any further documentation. If there are any questions, please contact Howard Dugan at 317-638-3355 or email at hdugan@gilliatte.com.

Sincerely,



Howard Dugan
Vice President

HD/ks

cc: Katie Klineman - GGCI

Board of Public Works
and Safety
City of Carmel, Indiana

Date: April 6, 2016
Resolution No: BPW-04-06-16-06

From: CITY ENGINEER

PRINCIPAL: BLACKWELL PARK DEVELOPMENT PARTNERS, LLC.

SURETY: BOND SAFEGUARD INSURANCE COMPANY

Board Members:

I have conducted final inspection of COBBLESTONE COMMONS project for the following improvement:

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
STORM WATER/EROSION CONTROL	5039699	\$ 82,015.00

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 STORM WATER/EROSION CONTROL to be filed with the City of Carmel, said guarantee to run for a period of three (3) years.
Maintenance Guarantee for STORM WATER/EROSION CONTROL will be \$8,201.50

Approved:



JEREMY KASHMAN
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 6TH day of APRIL, 2016, that the listed Performance Guarantee for COBBLESTONE COMMONS 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

The Old Town Design Group, LLC
1132 S. Rangeline Road, Suite 200
Carmel, IN 46032

January 14, 2016

City of Carmel
Dept. of Engineering
Attn: Dave Barnes

Re: Bond Release – Blackwell Park Development Partners LLC

Dear Mr. Barnes:

The installation of right-of-way improvements and storm water/erosion control at Cobblestone Commons has been completed. We are requesting the release, as of December 14, 2015, of our bond on file with you in the amount of \$82,015.

Please let me know if I can be of any assistance or any further information is needed.

Sincerely,



Casey J. Shinaver

317-491-3735

Casey@oldtowndesigngroup.com



**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 Clark Dietz, Inc. (the "Vendor"), as City Contract dated May 6, 2015 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

Clark Dietz, Inc.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer
Date: _____

Authorized Signature

Mary Ann Burke, Member
Date: _____

Printed Name

Lori S. Watson, Member
Date: _____

Sr. Vice President/Corporate Treasurer
Title

ATTEST:

FID/TIN: 37-1212051

Last Four of SSN if Sole Proprietor: _____

Christine S. Pauley, Clerk-Treasurer
Date: _____

Date: 03/10/2016



**Hydraulics Assessment/Hydraulics Study of Small Structures on 106th Street, Laurelwood Drive, and Jumper Lane
in Carmel, Indiana
2/29/2016**

CATEGORIES OF WORK	Project Manager	Project Engineer	Engineer IV	Engineer III	Cadd Tech III	
FIELD INSPECTION						
Gather and Review Info for On-Site Scoping Meeting	1	4				
Prepare Scoping Meeting Agenda		1				
Prepare and Send Invitations to Scoping Meeting			2			
Conduct On-Site Scoping Meeting	4	4		4		
Prepare and Distribute Scoping Meeting Minutes	1	2				
PRELIMINARY HYDRAULICS ANALYSIS						
Prepare Request for Drainage Area and Q100 from IDNR			3			
Plot cross sections for hydraulic model		2	6		16	
Prepare preliminary plan & profile sheets			2	4	8	
Prepare preliminary layout sheet		4	6	8	12	
Hydraulic analysis to determine Q100 elev., existing condition	1	12	2	4		
Hydraulic analysis to determine Q100 elev., existing structure	1	16	2	2		
PREPARE HYDRAULIC ASSESSMENT REPORT/STUDY						
Determine Design Criteria		1	1			
Compare Exist. Conditions to Design Criteria		1	2			
Develop Proposed Typical Cross Sections			1	2	4	
Develop Quantities for Alternatives		4	13	20		
Develop Estimated Costs of Alternatives		1	4			
Determine Proposed Project Limits		1		4		
Identify Environmental Issues/Permits Required as noted from Site Mtg.		1	2			
Determine recommended survey limits		1	2			
Layout proposed right-of-way for Alternatives		1	2	1		
Determine Traffic Maintenance for Alternatives	1	2	2			
Assemble maps, graphs, field photographs for report				2	12	
Submit Report	1	1	2			
Revise Report Based on Comments Received and Finalize		2	2	4	4	
TOTAL HOURS	10	61	56	55	56	
Average Hourly Rate	\$ 51.44	\$ 44.30	\$ 34.74	\$ 30.11	\$ 27.35	
Payroll Cost	\$ 514.40	\$ 2,702.30	\$ 1,945.44	\$ 1,656.05	\$ 1,531.60	\$ 8,349.79
Overhead (1.8094)						\$ 15,108.11
Total Labor Cost (Payroll + Overhead)						\$ 23,457.90
Profit (9.5%)						\$ 2,228.50
Direct Expenses						\$ 7.20
Mileage	\$ 0.36	mile	20	\$ 7.20		
Per Diem for Meals	\$ 26.00	day	0	\$ -		
Lodging	\$ 70.00	night	0	\$ -		
Prints	\$ 10.00	plan set	0	\$ -		
Misc. Expenses (photocopies, supplies, etc.)	\$ 25.00	lump sum	0	\$ -		
				Total Direct Expenses =	\$ 7.20	
TOTAL FEE						\$ 25,693.60
						USE: \$ 25,700.00

EXHIBIT A

1 of 2



March 3, 2016

PROJECT DESCRIPTION: Small Structures Hydraulic Study

SCOPE:

Our scope for this project is to perform hydraulic assessments and prepare hydraulic studies for the three small structure locations in the City of Carmel. The structures/culverts are located under 106th Street, Laurelwood Drive, and Jumper Lane. All three are located in Clay Township, and carry an Un-Named Tributary to Williams Creek. Our scope will include the following services:

1. Field Inspection of all three locations.
2. Perform preliminary hydraulics analysis.
3. Prepare hydraulics report which will summarize analysis and recommendations.

EXHIBIT A
2 of 2

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.

Exhibit "C"
E-Verify Affidavit

I, Hans J. Peterson, 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 Clark Dietz, Inc. (the "Company") in the position of Sr. Vice President, Corporate Treasurer.
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 10th day of March, 2016.

Hans Peterson

Printed: Hans J. Peterson

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.

Hans Peterson

Printed: Hans J. Peterson

City of Carmel

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

33692

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
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
3/4/2016			060650	Project 16-SW-11 - USE P.O. 33467 250-R4350900

CLARK DIETZ, INC

VENDOR 8900 KEYSTONE CROSSING #900

Engineering

SHIP TO 1 Civic Square
Carmel, IN 46032-

INDIANAPOLIS, IN 46240 -

Kate Lustig

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Account: 43-509.00 Fund: 250 Storm Water

1 Each

Hydraulic Assessment of Small Structures - 106th,
Laurelwood, Jumper

\$27,500.00

\$27,500.00

Sub Total ~~\$27,500.00~~

\$25,700

Send Invoice To:

Engineering

Kate Lustig

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

\$25,700

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

SHIPPING INSTRUCTIONS

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

PAYMENT

* 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.

~~\$27,500.00~~

ORDERED BY

TITLE

CLERK-TREASURER



CONTROL NO. 33692



February 26, 2016

Mr. Chris Ogg, P.E.
Assistant City Engineer
Office of Engineering
Carmel City Hall
One Civic Square
Carmel, IN 46032

REFERENCE: Small Structures on 106th Street, Laurelwood Drive and
Jumper Lane Multi-Use Path
in Carmel, Hamilton County, Indiana

Subject: Proposal for Hydraulic Assessment/Hydraulic Study

Dear Mr. Ogg,

Per your request, we are pleased to submit our proposal to perform hydraulic assessments and prepare hydraulic studies for the three small structure locations in the City of Carmel. The structures/culverts are located under 106th Street, Laurelwood Drive, and Jumper Lane. All three are located in Clay Township, and carry an Un-Named Tributary to Williams Creek. Our proposal includes the following services:

1. Field Inspection of all three locations.
2. Perform preliminary hydraulics analysis.
3. Prepare hydraulics report which will summarize analysis and recommendations.

We propose to provide the above services for a total lump sum fee of \$25,700 (approximately \$8,560 per structure location). See attached for detailed breakdown of tasks and associated hours.

Please contact us if you have any questions. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "James A. Loew".

Jim Loew, P.E.
Project Manager

Copy: Jeremy Kashman, P.E., City Engineer, City of Carmel

E-Verify



Company ID Number: 436844

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Clark Dietz, Inc**

Jon Howaniec

Name (Please Type or Print)

Title

Electronically Signed

08/02/2011

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

08/02/2011

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **Clark Dietz, Inc**

Company Facility Address: **118 S. Clinton St.**

Suite 700

Chicago, IL 60618

Company Alternate
Address:

County or Parish: **COOK**

Employer Identification
Number: **371212051**



Company ID Number: 436844

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	100 to 499
Number of Sites Verified for:	7

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- WISCONSIN 3 site(s)
- ILLINOIS 2 site(s)
- INDIANA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Jon B Howaniec	Fax Number:
Telephone Number:	(312) 648 - 9900 ext. 259	
E-mail Address:	jon.hovaniec@clark-dietz.com	
Name:	Joanna Cabaj	Fax Number:
Telephone Number:	(312) 648 - 9900	
E-mail Address:	joanna.cabaj@clark-dietz.com	



**ADDITIONAL SERVICES AMENDMENT TO
GARAGE LICENSE AGREEMENT**

THIS AMENDMENT TO THE GARAGE LICENSE AGREEMENT ("Agreement") entered into by and between the City of Carmel and Old Town on the Monon (the "Manager"), for and on behalf of Barrett & Stokely, the "Owner" of the Space, as City Contract dated December 3, 2014, shall amend the terms of the Agreement by adding the additional services to be provided by Manager consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA

by and through its Board of Public
Works and Safety

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

OLD TOWN ON THE MONON

As duly authorized agent for Barrett & Stokely,
the "Owner"

By:

Stacie Benroth

Authorized Signature

Stacie Benroth

Printed Name

Property Manager

Title

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

Date: *3-18-16*

Old Town on the Monon
Community Relations Department- 2016
Appropriation #1203-4359003; P.O. # 33597
Contract Not To Exceed \$4,500.00

Exhibit A

Old Town on the Monon Apartments
111 W. Main St., Ste. 125
Carmel, IN 46032

Rented to:
City of Carmel
Community Relations & Economic Development Department
One Civic Square
Carmel, IN 46032

Garage Rental at Old Town on the Monon Apartments
Garages F1, F2, F3
Rental rate at \$125/month/per garage

Monthly rental total for three garages: \$375
Yearly rental total for three garages: \$4,500

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 American Structurepoint, Inc. (hereinafter "Professional").

RECITALS

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

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

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

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

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. SCOPE OF SERVICES

- 2.1 City desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference. Professional will not perform any of the Services detailed in Exhibit A prior to obtaining a written Notice to Proceed from the City. Upon receiving a Notice to Proceed, the Professional shall perform only those Services specifically detailed in the Notice. If the Professional desires clarification of the scope of any Notice to Proceed, the Professional shall obtain such clarification from the City in writing, prior to performing the service set forth in the Notice to Proceed. Any services performed without the City's prior express written authorization will not be compensated.
- 2.2 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 2016 COIT Bond funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4. PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5. COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than One Million Three Hundred Ninety-Two Thousand Three Hundred Ninety-Three Dollars (\$1,392,393.00) (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, to the fullest extent allowed by law, indemnify and hold harmless City and its officers, officials, and employees from all liabilities, damages and costs, including, but not limited to, court costs and reasonable attorney fees, to the extent caused by any failure to perform its services in accordance with the applicable standards of reasonable professional care, including intentional or negligent acts or omissions, of Professional and/or any of its employees or subconsultants in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. However, Professional shall not be obligated to indemnify City or its officers, officials and employees for any portion of such liabilities, damages and costs

that is attributable to its or their own negligence or actionable fault.

7.10 Discrimination Prohibition.

Consistent with Indiana Code 5-16-6-1, 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:

American Sturcturepoint
7260 Shadeland Station
Indianapolis, Indiana 46256-3957

ATTENTION: Rick Conner

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, and in accordance with standards of reasonable professional care for similar projects, including compliance with applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the services involved are 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.

7.28 Job Site Safety

Neither the professional activities or the Professional, nor the presence of the Professional or its employees and subconsultants at a construction/project site, shall relieve the general contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies or applicable laws. The Professional and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

7.29 Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the City and the Professional agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties agree otherwise. Such nonbinding mediation shall be conducted in accordance with the Indiana Rules of Alternative Dispute Resolution.

American Sturcturepoint, Inc.
Engineering Department - 2016
Appropriation # 2016 COIT Bond; P.O. #33690
Contract Not To Exceed \$1,392,393.00

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

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

AMERICAN STURCTUREPOINT, INC.

BY:

BY:

James Brainard, Presiding Officer
Date: _____

Authorized Signature

Printed Name: _____

Mary Ann Burke, Member
Date: _____

Title: _____

FID/TIN: _____

Lori S. Watson, Member
Date: _____

Last Four of SSN if Sole Proprietor: _____

Date: _____

ATTEST:

Christine Pauley, Clerk-Treasurer
Date: _____

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

American Structurepoint, Inc.

BY:

BY:

James Brainard, Presiding Officer

Date: _____



Authorized Signature

Printed Name: Willis R. Conner

Title: President

Mary Ann Burke, Member

Date: _____

FID/TIN: 35-1127317

Last Four of SSN if Sole Proprietor: _____

Lori S. Watson, Member

Date: _____

Date: March 22, 2016

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

Exhibit A

City of Carmel Program Management Scope Items

1) Program Management

a) Program Management Services

i) 2 days/week and weekly update meetings

b) Utility Coordination

i) Monthly utility meetings as needed and 1 day/week

c) Financial Tracking

i) 20 hours/month

ii) Track purchase order expenditures to ensure P.O. amount is not exceeded

iii) Track supplemental contract amounts and change orders for P.O. adjustment

iv) Balance to cash bank statement

v) Prepare accounts payable voucher for each invoice (per P.O. Number)

vi) Prepare disbursement request (list of invoices to be paid)

vii) Maintain financial spreadsheet (broken down by each income source) and distribute monthly

viii) Monitor receipt of invoice submittals so that they are received timely in order to meet City's claim schedule

ix) Provide annual construction project cost report

x) Provide annual 1099 report and backup documentation

xi) Follow up on payment discrepancies

d) Traffic Study for 96th Street Corridor

i) The scope of services on this project will be to evaluate the existing conditions as well as recommend any low-cost and systemic improvements along the 96th Street corridor from Haverstick Road to the White River that can result in improving access management along this corridor along with improving commuter mobility and safety in Carmel, Indiana. The ultimate goal of this corridor analysis will be to help determine the optimal intersection control types and lane configurations. It should be noted that the intersection of 96th Street & Keystone Parkway is excluded from this corridor analysis.

e) On Call Traffic Engineering Services

i) Traffic analysis and traffic studies development as well as review of any studies performed by other consultants for the City (includes traffic impact studies, traffic impact analysis, traffic operations analysis, traffic capacity analysis, etc.).

ii) Traffic signal design development as well as review of signal design performed by other consultants for the City.

iii) Traffic signal timing development and/or re-timing of any signal or signal systems within the City's jurisdiction.

iv) Peer review of roundabout analysis and design performed by other consultants for the City.

v) Review of traffic management plan and/or any MOT scheme proposed by other consultants for any roadway projects within the City limits.

vi) Adjustment of traffic signal timings and/or phasing in order to better accommodate traffic during MOT.

f) *High-Level Regional Traffic Management Analysis and Intersection Improvement Sequencing Plan*

i) The intent of this analysis is to compare the list of proposed projects, and particularly the intersection improvement projects, to easily obtainable operations information in order to provide a holistic approach to prioritizing the projects. The analysis will include the following items:

- (1) Background data collection and coordination
- (2) Identification of current hot spots
- (3) Map of all proposed projects overlaid on current hot spot map
- (4) Document any systems operation information, such as existing closed-loop traffic signal systems
- (5) Document critical corridors for emergency services
- (6) Recommendations for sequencing of proposed projects with the intent of minimizing overall user delay during construction of the improvements. This includes recommendations for early priorities that would allow for improved detour routes for subsequent projects.

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Elyse Fenneman, 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 American Structurepoint (the "Employer")
in the position of HR Representative.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 22 day of March, 2016.

Elyse Fenneman

Printed: Elyse Fenneman

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.



Margaret E. Kantz

Printed: Margaret E. Kantz



**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 CrossRoad Engineers (the "Vendor"), as City Contract dated May 1, 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

CrossRoad Engineers, P.C.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

Authorized Signature

Printed Name

Title

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

Date: _____



CITY OF CARMEL

JAMES BRAINARD, MAYOR

February 24, 2016

Mr. Chip Charles, P.E.
Mr. Trent Newport, P.E.
CrossRoad Engineers, P.C.
3417 South Sherman Drive
Beech Grove, IN 46107

RE: Additional Service Amendment #24, P.O. #33696

Dear Chip and Trent:

As we discussed, the City of Carmel has a need for additional professional services and pursuant to our current contract with CrossRoad Engineers, dated May 1 2013, I have requested and received from you the proposed scope of services and fee estimates for the following work task:

Additional Service Amendment #24 – 2016 On-Call Engineering and Inspection Services
Not to Exceed: \$30,000.00

Per our contract procedural requirements, I hereby approve these Additional Professional Services estimates, and request that the Board of Public Works ratify the above referenced Contract Amendment.

PLEASE NOTE

Please be advised that "Additional Services" performed on City contracts must be billed separately from the original contract and other additional services. More importantly, the **invoice must reference the appropriate Additional Service # and P.O. # shown above**. Invoices received without the Additional Service # referenced will be returned for proper identification. Thank you for your continued assistance in providing the City of Carmel with your professional quality services. If you should have any questions, please give me a call.

Sincerely,

Jeremy M. Kashman, P.E.
City Engineer

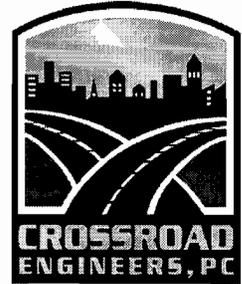
EXHIBIT A

1 of 2

Reviewed and approved by:

S. C. Engelking
Director of Administration

HOURLY BILLING RATES



PERSONNEL CLASSIFICATION

HOURLY RATE

DESIGN

Principal	\$ 150.00
Director	140.00
Senior Project Manager	125.00
Project Manager	115.00
Project Engineer	95.00
Assistant Project Engineer	80.00
CADD Manager	95.00
CADD Technician	85.00
R/W Manager	95.00
R/W Buyer	150.00

INSPECTION

Director	\$ 140.00
Resident Project Representative	110.00
Asst Resident Project Representative	100.00
Project Inspector	90.00
Assistant Project Inspector	70.00

SURVEY

Survey Manager	\$ 120.00
Assistant Survey Manager	85.00
Survey Crew – 1 Man	105.00
Crew Chief	85.00
Field Man	65.00
Researcher	80.00
Survey Technician	80.00

MISCELLANEOUS

Mileage (per mile)	\$ 0.52
Other Direct Costs	at cost +15%

CrossRoad Engineers, PC
3417 Sherman Drive
Beech Grove, Indiana 46107
Rates Effective through December, 2016

EXHIBIT A
2 of 2

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.

Exhibit "C"
E-Verify Affidavit

Trent E. Newport, 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 CrossRoad Engineers, PC (the "Company") in the position of President.
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 14th day of March, 2016.

TREN
Printed: Trent E. Newport

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.

TREN
Printed: Trent E. Newport

E-Verify



Company ID Number: 440231

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer CrossRoad Engineers, PC

Jill Newport

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/15/2011

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/15/2011

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: CrossRoad Engineers, PC

Company Facility Address: 3417 Sherman Drive

Beech Grove, IN 46107

Company Alternate

Address: 3417 Sherman Drive

Beech Grove, IN 46107

County or Parish: MARION

Employer Identification

Number: 351963331

Company ID Number: 440231

North American Industry
Classification Systems
Code: 541

Administrator:

Number of Employees: 20 to 99

Number of Sites Verified
for: 1

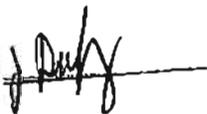
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- INDIANA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Jill A Newport	Fax Number:	(317) 780 - 6525
Telephone Number:	(317) 780 - 1555 ext. 120		
E-mail Address:	jnewport@crossroadengineers.com		
Name:	Walter E Charles	Fax Number:	(317) 780 - 6525
Telephone Number:	(317) 780 - 1555 ext. 115		
E-mail Address:	wcharles@crossroadengineers.com		

Approved By



**WATER REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF CARMEL,
INDIANA AND OLD TOWN DEVELOPMENT L.L.C.**

This Agreement is entered into by and between the City of Carmel, Indiana by and through its Board of Public Works and Safety (hereinafter "City") and Old Town Development L.L.C., (hereinafter "Old Town") on this _____ day of _____, 2016.

WITNESSETH:

WHEREAS, the city has duly adopted and enacted City Code Chapter 9, Division II, Sections 9-25 through 9-44 (collectively, the "Ordinance") that provides in part for the reimbursement from the "Water Availability – Mains Fund" of private funds expended to extend and oversize the water distribution system, as well as the method of reimbursement ; and

WHEREAS, Old Town desires to extend the off-site water distribution system for Sunrise on the Monon (the "Development") as follows:

A. Construction Materials – SEE ATTACHED EXHIBIT "A"

As per certified Construction Drawings from CrossRoad Engineers, PC entitled "Sunrise on the Monon" on file at the Carmel Water Distribution Office

WHEREAS, Old Town desires to receive refunding of reimbursable monies expended on the Water Extension, pursuant to the Ordinance.

NOW THEREFORE, the parties agree as follows:

- A. The foregoing recitals are hereby incorporated herein and made part thereof.
- B. This written agreement is entered into subsequent to the completion of construction of the Water Extension.
- C. Old Town shall advance the sum of \$54,449.47 to or on behalf of the City to pay for the offsite water main extension (the "Water Extension"), the description of which is as follows: "Sunrise On the Monon Water Main Extention".
- D. The City has determined that the above expenditure is necessary to provide water to current and future developments and to meet the requirements of the City.
- E. The City and Old Town agree that Old Town shall be entitled to reimbursement of the sum of \$54,449.47 pursuant to and in accordance with the terms of the Ordinance, such monies to be paid solely from the "Water Availability – Mains Fund" established by acreage availability charges assessed by the Ordinance.
- F. The City's sole obligation hereunder shall be to repay the above sum or such portion of the above sum as may be available for payment from monies deposited in the "Water Availability – Mains Fund" only, in accordance with the payment provisions set forth in the Ordinance, and the City does not incur any liability whatsoever for the repayment of same other than to make such payments as are properly available under the Ordinance from monies deposited in the "Water Availability – Mains Fund".

properly available under the Ordinance from monies deposited in the “Water Availability – Main Fund”.

- G. Subject to the terms of the Ordinance and this Agreement, payments from the “Water Availability – Mains Fund” to Old Town towards the satisfaction of the sum set forth above shall be made on a quarterly basis. Such payments to Old Town shall be prior to any other payments from the “Water Availability – Mains Fund” to any other persons pursuant to similar agreements entered into subsequent to the date of this Agreement.
- H. The City does not guarantee Old Town the advanced funds referenced herein will be fully reimbursed.
- I. Old Town agrees to comply with all present and future federal, state and local laws, executive orders, rules, regulations, codes and ordinances which are applicable to Old Town’s performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Old Town agrees to indemnify and hold harmless City from any all losses, damages costs, attorney fees and/or liabilities resulting from any violation by Old Town and/or its employees of such law, order, rule, regulation, code or ordinance. This indemnification obligation shall survive the termination of this Agreement.
- J. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provision, as well as by all City ordinances and codes. The parties further agree that, in the event a lawsuit is filed hereunder, they 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.
- K. Old Town shall indemnify and hold harmless City and its officers, officials, employees, agents, and assigns from any and 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 Old Town and/or any of its employees and, except for intentional misconduct of its agents, outside sources, contractors or subcontractors, in the performance of the Water Extension and/or this Agreement. This indemnification obligation shall survive the termination of the Agreement.
- L. Old Town represents and warrants that it and each of its employees agents, contractors, subcontractors, and outside sources shall comply with all existing and future laws of the United States, the State of Indiana and city prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting for work and/or in the performance of any work on the Water Extension as 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. The City reserves the right to collect a penalty as provided in IC 5-16-16-1 for any person so discriminated against. This indemnification obligation shall survive the termination of the Agreement.

- M. Old Town shall not cause or permit the filing of any lien on any of City's property. In the event such a lien is filed of record and Old Town fails to remove it within thirty (30) days after the date of filing thereof, by payment or bonding, the City shall have the right to pay such lien or obtain such bond, all at Old Town's sole cost and expense. Old Town shall indemnify and hold harmless the City from any all such liabilities, losses, claims, costs, attorney fees, expenses and/or damages incurred by the City in connection with any such lien or the removal thereof. This indemnification obligation shall survive the termination of this Agreement.
- N. If any provision or portion of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision or portion thereof shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provision shall continue in full force and effect.
- O. The terms, conditions and obligations of this Agreement shall be binding on the City and Old Town, and their respective officers, officials, agents, partners, successors and assigns.
- P. 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.
- Q. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Old Town Development L.L.C.
By: Andrew S. Greenwood, Member

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

BY:



Authorized Signature

BY:

Mayor James Brainard

Andrew S. Greenwood
Printed Name

Date: _____

Member
Title

Mary Ann Burke, Member

Date: February 10, 2016

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Clerk Treasurer

Date: _____

EXHIBIT 'A'

SUNRISE ON THE MONON WATER MAIN UPSIZE PRICING & BONDING COSTS

Updated as of

8/25/2015

	QTY		8" Main		16" Main		Difference	Total
Upsize Main from 8" to 16"	1260	LF	\$29.67	/LF	\$77.23	/LF	\$47.56	\$59,925.60
Upsize to 16" Main (to North)	182	LF	\$29.67	/LF	\$77.23	/LF	\$47.56	\$8,655.92
Upsize to 16" Main (to South)	352	LF	\$29.67	/LF	\$77.23	/LF	\$47.56	\$16,741.12
Upsize to 16" Main (South 31' to Retreat)	31	LF	\$29.67	/LF	\$77.23	/LF	\$47.56	\$1,474.36
Deletion of 8" Main	-450	LF	\$29.67	/LF				-\$13,351.50
8" Bends	6	EA	\$456.26	/EA				-\$2,737.56
8" Tee & Valve	-3	EA	\$999.93	/EA				-\$2,999.79
16" Bends	2	EA			\$1,642.67	/EA		\$3,285.34
16" Tee & Valve	3	EA			\$2,785.55	/EA		\$8,356.65
16"x8" Reducers	3	EA	\$1,287.05	/EA				\$3,861.15
8" Main Gate Valve & Box	-2	EA	\$1,710.58	/EA				-\$3,421.16
16" Main Gate Valve & Box	2	EA			\$4,298.54	/EA		\$8,597.08
8" Fire Hydrant assemblies	-5	EA	\$5,179.08	/EA				-\$25,895.40
16" Fire Hydrant assemblies	3	EA			\$7,121.61	/EA		\$21,364.83
8" Road Bore across Westfield Blvd.	-2	EA	\$8,500.00	/EA				-\$17,000.00
8" Tap, 16"x8" Tapping Sleeves & Valves	-2	EA	\$7,500.00	/EA				-\$15,000.00
TOTAL								\$51,856.64

	<u>Cost</u>	+	<u>% of SOM Flat Bonding Fee</u>	=	<u>Total Bonding Costs</u>
Estimated Performance Bonding Costs	\$2,074.27		\$518.57		\$2,592.83

TOTAL TO BE REIMBURSED	\$54,449.47
-------------------------------	--------------------

CITY OF CARMEL, INDIANA
BY ITS BOARD OF PUBLIC WORKS
AND SAFETY

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Christine Pauley, Clerk-Treasurer

STATE OF INDIANA)
)
COUNTY OF _____)

SS:

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 to be the Members of the City of Carmel Board of Public Works and Safety, and Christine Pauley, Clerk-Treasure of the City of Carmel, who acknowledged the execution of the foregoing "Agreement" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

Printed Name

My County of Residence: _____

Date: _____

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 Calumet Civil Contractors, Inc. (hereinafter "Professional").

RECITALS

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

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

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

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

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. SCOPE OF SERVICES

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

SECTION 3. CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3. City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 900-4462868 and 250R4350900 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 Five Hundred Ninety Four Thousand Three Hundred Thirty Five Dollars (\$594,335.00) (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, 2016, 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:

Calumet Civil Contractors, Inc.
4898 Fieldstone Drive
Whitestown, Indiana 46075
Telephone: 317-769-1900
ATTENTION: Kevin S. Green

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)

Calumet Civil Contractors, Inc.
Engineering - 2016
Appropriation: P.O. #33677: 900-4462868; P.O. #33467: 250-R4350900
Contract Not To Exceed \$594,335.00

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

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

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

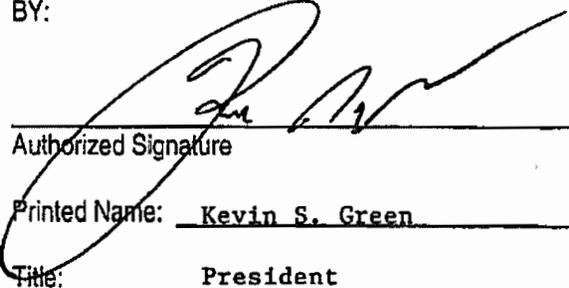
ATTEST:

Diana Cordray, IAMC, Clerk-Treasurer

Date: _____

CALUMET CIVIL CONTRACTORS, INC.

BY:



Authorized Signature

Printed Name: Kevin S. Green

Title: President

FID/TIN: 35-1151771

Last Four of SSN if Sole Proprietor: _____

Date: March 10, 2016

ITEMIZED PROPOSAL
Auman & Newark Neighborhood Improvements

<u>Item #</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Amount</u>
1	Mobilization/Demobilization	1	LSUM	20,200.00	20,200.00
2	Construction Engineering	1	LSUM	15,000.00	15,000.00
3	Clearing Right of Way	1	LSUM	39,500.00	39,500.00
4	Storm Sewer Pipe, 12" Class III RCP	982	LFT	37.00	36,334.00
5	Storm Sewer Pipe, 15" Class III RCP	178	LFT	40.00	7,120.00
6	Storm Sewer Pipe, 18" Class III RCP	281	LFT	44.00	12,364.00
7	Storm Sewer Pipe, 24" Class III RCP	521	LFT	56.00	29,176.00
8	Drain tile, PVC, Undistributed	100	LFT	21.00	2,100.00
9	Adjust Casting to Grade	6	EA	750.00	4,500.00
10	Manhole D-7	1	EA	2,800.00	2,800.00
11	Manhole E-4	1	EA	3,600.00	3,600.00
12	Manhole C-7	16	EA	2,200.00	35,200.00
13	Manhole C-10	1	EA	2,400.00	2,400.00
14	Manhole C-4	5	EA	2,200.00	11,000.00
15	Pipe Catch Basin, 18"	1	EA	1,300.00	1,300.00
16	Inlet E-7	3	EA	1,400.00	4,200.00
17	Inlet J-10	15	EA	2,200.00	33,000.00
18	Inlet F-7	4	EA	1,800.00	7,200.00
19	PCC Base for Patching, 8"	88	SYS	60.00	5,280.00
20	Class A Concrete for Structures	6	CYD	750.00	4,500.00
21	Curb Ramps incl. truncated domes	30	SYD	280.00	8,400.00
22	4" Concrete Sidewalk	866	SYD	55.00	47,630.00
23	Concrete Curb	956	LFT	40.00	38,240.00
24	PCCP for Approaches, 6"	635	SYD	75.00	47,625.00
25	Linear Grading, incl. Topsoil	2025	LFT	18.00	36,450.00

26	Unsuitable Materials Remove/Replace (Undistributed)	100	CYD	50.00	5,000.00
27	Structural Backfill or Compacted Agg. No. 53	698	CYD	26.00	18,148.00
28	Structural Backfill 3. No. 11 or 12	337	CYD	62.00	20,894.00
29	Structural Backfill 4. Flowable	32	CYD	96.00	3,072.00
30	HMA Surface, A, for Road Patching	7	TON	500.00	3,500.00
31	Tack Coat	88	SYS	3.00	264.00
32	Water Service Line Replacement, all sizes, incl. fittings	330	LFT	26.00	8,580.00
33	Relocate Water Meter	20	EA	300.00	6,000.00
34	Maintenance of Traffic	1	LSUM	12,344.00	12,344.00
35	Construction Fencing, Undistributed	100	LFT	18.00	1,800.00
36	Ditch Inlet Protection	29	EA	71.00	2,059.00
37	Straw Bale Ditch Check	6	EA	190.00	1,140.00
38	Existing Tree Protection / Trimming	1	LSUM	4,000.00	4,000.00
39	Protection of Utilities	1	LSUM	7,500.00	7,500.00
40	Nursery Sodding for Lawns	1733	SYD	5.00	8,665.00
41	Water	1	LSUM	700.00	700.00
42	Signs, Reset / Relocate	4	EA	250.00	1,000.00
43	Mailbox, Reset / Relocate	19	EA	200.00	3,800.00
44	24" Thermoplastic Line, White, for Stopbars and Crosswalks	72	LFT	25.00	1,800.00
45	QC Testing / Videotaping	1	LSUM	9,850.00	9,850.00
46	Sanitary Lateral Replacement (undistributed)	20	EA	380.00	7,600.00
47	Sanitary Connection Replacement (undistributed)	10	EA	800.00	8,000.00
48	Televising Sanitary and Laterals	1	LSUM	3,500.00	3,500.00
TOTAL:					594,335.00

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

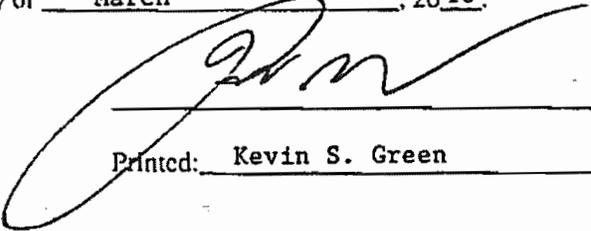
EXHIBIT D

AFFIDAVIT

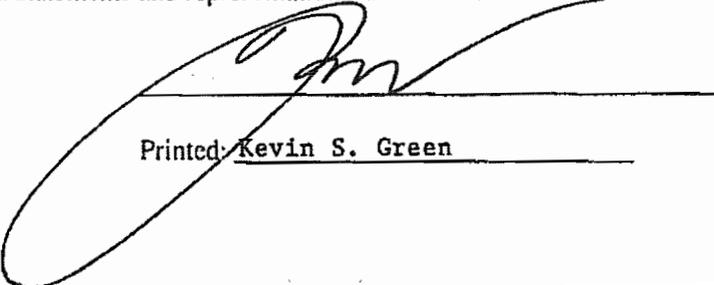
Kevin S. Green, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

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 Calumet Civil Contractors, Inc. (the "Employer") in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 10th day of March, 2016.


Printed: Kevin S. Green

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: Kevin S. Green



Employment Eligibility Verification

Welcome
Patricia Bigham

User ID
PBIG6603

Last Login
11:03 AM - 08/19/2013 [Log Out](#)



Click any for help

- [Home](#)
- [My Cases](#)
- [New Case](#)
- [View Cases](#)
- [Search Cases](#)
- [My Profile](#)
- [Edit Profile](#)
- [Change Password](#)
- [Change Security Questions](#)
- [My Company](#)
- [Edit Company Profile](#)
- [Add New User](#)
- [View Existing Users](#)
- [Close Company Account](#)
- [My Reports](#)
- [View Reports](#)
- [My Resources](#)
- [View Essential Resources](#)
- [Take Tutorial](#)
- [View User Manual](#)
- [Contact Us](#)

Company Information

Company Name: Calumet Civil Contractors, Inc.

[View / Edit](#)

Company ID Number: 428578

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 4898 Feldstone Drive

Address 2:

City: Whitestown

State: IN

Zip Code: 46075

County: BOONE

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 351151771

Total Number of Employees: 100 to 499

Parent Organization:

Administrator:

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)

[View MOU](#)



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 Shrewsberry & Associates, LLC (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. Professional will not perform any of the Services detailed in Exhibit A prior to obtaining a written Notice to Proceed from the City. Upon receiving a Notice to Proceed, the Professional shall perform only those Services specifically detailed in the Notice. If the Professional desires clarification of the scope of any Notice to Proceed, the Professional shall obtain such clarification from the City in writing, prior to performing the service set forth in the Notice to Proceed. Any services performed without the City's prior express written authorization will not be compensated.
- 2.2 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

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, 2016, 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
Corporation Counsel
One Civic Square
Carmel, Indiana 46032

PROFESSIONAL:

Shrewsberry
7321 Shadeland Station, Suite 160
Indianapolis, IN 46256
ATTENTION: Blake Wilson, Principal

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

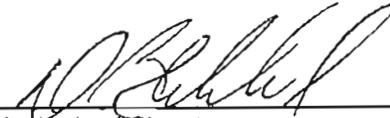
SHREWSBERRY & ASSOCIATES, LLC

BY:

BY:

James Brainard, Presiding Officer

Date: _____



Authorized Signature

Printed Name: D. Blake Wilson

Mary Ann Burke, Member

Date: _____

Title: Principal

FID/TIN: 35-2146420

Lori S. Watson, Member

Date: _____

Last Four of SSN if Sole Proprietor: _____

Date: March 21, 2016

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

Scope of Services

TASK I: PROJECT KICK OFF AND COORDINATION

The first step in this process will be a coordination meeting with City Staff to confirm expectations and evaluate the original roundabout landscape concepts. This will give us the opportunity to discuss the design intent, the anticipated construction budgets, and the successes or failures of existing installations. On-site visual assessment during a site visit will allow the team to gain insight into the surrounding character and/or constraints of the sites for incorporation into the proposed design plans.

ROUNABOUT LOCATIONS in order of priority:

- 1) 106TH Street & Shelborne Road
- 2) 96th Street & Commerce Drive
- 3) 96th Street & Shelborne Road
- 4) 96th Street & Towne Road

TASK II: DESIGN DEVELOPMENT AND COST OPINION

Shrewsberry will take the information gained from the coordination meeting and begin to refine the concepts into a schematic level design. This refinement will consider vehicular sight lines, safety requirements, hardscape elements, lighting, irrigation, plant palette, and maintenance. These criteria, along with the existing context, will influence the ultimate design. A schematic site plan including landscaping and incorporation of the hardscape materials into the design will initiate development of the details and installation techniques. Placement and quantities of site components will be the result of this exercise that will be used to create an initial opinion of construction cost for budgeting purposes.

TASK III: CLIENT REVIEW

Once the updated concepts and initial opinion of construction costs are complete, Shrewsberry will meet with the City of Carmel Engineering Staff to discuss. This will give the City an opportunity to provide comments on the plans and solidify the budget. The plans will then be updated to reflect any recommended changes or modifications.

TASK IV: CONSTRUCTION DOCUMENTS AND SPECIFICATIONS

Upon approval of the Schematic Plans by the City, Shrewsberry will start the process of creating Construction Drawings and Specifications. The Construction Documentation will include Site Layout, Grading, Utilities, Planting, Irrigation, Details and Technical Specifications. Shrewsberry will coordinate with the City of Carmel to incorporate the latest front-end specifications along with the appropriate bidding dates.

TASK V: PUBLIC BIDDING PROCESS

Shrewsberry will assist the City with the bidding process by leading the Pre-Bid Meeting, Bid Opening, Bid Evaluation and Contractor Recommendation as necessary.

ASSUMPTIONS

- The City will provide available plans, studies, surveys or as-built drawings of the site in AutoCAD format for use as the base for plan development.
- Fee for preparation of a topographic survey is not included in this scope of services.

EXHIBIT A
1 of 2

- Traffic improvements or a traffic study is not included in this scope of services.
- Right-of-way research is not included in this scope of work.
- Extensions or evaluation of existing utilities beyond the site are not included in this scope of work.

FEE COMPENSATION

Shrewsberry recommends that all four of the Roundabout sites are designed and bid as one package for efficiency and cost effectiveness for a lump sum fee of: **\$45,150.00**

For invoicing purposes the project will be billed as follows:

PROJECT KICK OFF AND COORDINATION	15%
DESIGN DEVELOPMENT AND COST OPINION	25%
CONSTRUCTION DOCUMENTS AND SPECIFICATIONS	35%
PUBLIC BIDDING PROCESS & CONSTRUCTION OBSERVATION	25%

*If the City decides to pursue each roundabout separately, a lump sum fee of **\$12,720.00** shall be assigned to each location.

Shrewsberry is prepared to immediately begin the process for the Roundabout Landscape Plans upon notice to proceed. We anticipate the design to be completed in approximately 8 weeks. This schedule may be adjusted based on availability of plans, meetings and review times.

EXHIBIT A
2 of 2

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident/Disease:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit
Property damage, contractual liability, products-completed operations:	
General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000
Personal & Advertising Injury	
Policy Limit:	\$500,000
Each Occurrence Limit:	\$250,000
Fire Damage (any one fire):	\$250,000
Medical Expense Limit (any one person):	\$ 50,000
Comprehensive Auto Liability (owned, hired and non-owned)	
Bodily Single Limit:	\$500,000 each accident
Injury and property damage:	\$500,000 each accident
Policy Limit:	\$500,000
Umbrella Excess Liability	
Each occurrence and aggregate:	\$500,000
Maximum deductible:	\$ 10,000

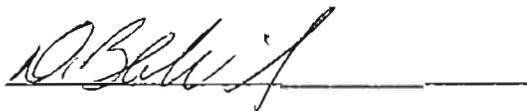
EXHIBIT D

AFFIDAVIT

D. Blake Wilson, 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:

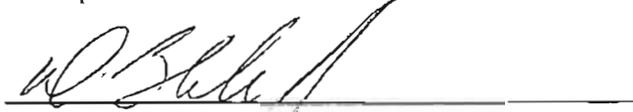
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Shrewsberry & Associates LLC (the "Employer")
in the position of Principal.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 22nd day of March, 2016.



Printed: D. Blake Wilson

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: D. Blake Wilson



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 Telamon Energy Management LLC (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 reasonably 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 To the extent that funds are appropriated, City shall designate payment of the Services from City budget appropriation numbers 07-1052-14 and 07-1050-55 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 Six Hundred Fifty-Five Thousand Eight Hundred Dollars (\$655,800.00) (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, 2016, 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.

Telamon Energy Management LLC
Utilities – 2016
Appropriation #07-1052-14, 07-1050-55; P.O.# W09994, S03067
Contract Not To Exceed \$655,800.00

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 Utilities
One Civic Square
Carmel, Indiana 46032
ATTENTION: John Duffy

Douglas C. Haney
Corporation Counsel
One Civic Square
Carmel, Indiana 46032

PROFESSIONAL:

Telamon Energy Management LLC
1000 E. 116th Street
Carmel, IN 46032

ATTENTION: Bruce Breeden

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 Assignment.

Professional may, upon written notice to the City, assign this agreement to Telamon Energy Ventures, LLC. Professional shall not otherwise 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, at no cost to the City, 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

Notwithstanding any other clause in this Agreement, 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)

Telamon Energy Management LLC
Utilities – 2016
Appropriation #07-1052-14, 07-1050-55; P.O.# W09994, S03067
Contract Not To Exceed \$655,800.00

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

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

TELAMON ENERGY MANAGEMENT, LLC

BY:

BY:



James Brainard, Presiding Officer
Date: 3-16-16



Authorized Signature

Mary Ann Burke, Member
Date: _____

Printed Name: REGINALD K. HENDERSON

Title: GENERAL MGR - TEM

FID/TIN: 35-1493826

Lori S. Watson, Member
Date: _____

Last Four of SSN if Sole Proprietor: _____

Date: 3/16/16

ATTEST:

Christine S. Pauley, Clerk-Treasurer
Date: _____

SCOPE OF SERVICES TO BE PROVIDED BY THE TELAMON TEAM TO THE CITY OF CARMEL UTILITIES DEPARTMENT

Upon approval by the Board of Public Works of the city of Carmel, the Telamon team agrees to provide the following services ("Services") to design, manage and support the solar array projects to be located at Carmel's Water Plant No. 1 site at 106th St. and Gray Rd. and the Hazel Dell site located north of the Wastewater Plant at 96th St. and Hazel Dell Parkway (the "Solar Projects"). The parties estimate and anticipate the combined size of the Solar Projects will be approximately 1.093 MWDC.

I. Scope of Professional Services to be Provided:

1. Initial and Conceptual Design Services
2. Engineering Services
3. Bid Management Services
4. Project Management Services
5. Project Close-out and Commissioning Services

II. Initial & Conceptual Design Services Include:

1. Determine potential sites
2. Feasibility study and evaluation of each site
3. Financial analysis of each site including energy savings calculations
4. Determine and recommend best location with best financial results
5. Recommend to the owner a solution that best suits the client.
6. Design various Initial layouts of the top potential solutions
7. Determine with the client the best layout that provides a solution and does not interfere with future plans for the site
8. Communicate with utility companies to determine their requirements for interconnection and any suggestions they have to better provide an answer to the client.

III. Engineering Services Include:

1. Determine size of the Solar Projects at each site in DC and AC
2. Determine number, size, and type of panels to be used
3. Determine type of inverter to be used
4. Determine interconnection location and system
5. Provide initial design options
6. Once a decision is made as to location and size, complete 30% drawings and final design.

EXHIBIT A
1 of 3

7. After review with all agencies, complete construction designs to be used for bidding purposes.
8. Attend pre-bid meeting to answer questions
9. Attend as needed regular construction meetings
10. Provide answers to contractor's questions.
11. Review and approve final close-out documents

IV. Bid Management Services Include:

1. Prepare all necessary bid documents for approval by city legal and utilities
2. Write necessary legal notices and submit to appropriate agencies
3. Provide necessary bid documents to all interested companies (appropriate duplication charges may apply)
4. Provide schedule to accept, open, evaluate, and recommend approval of contractor to the Utility Director
5. Organize and lead the pre-bid meeting
6. Organize and lead the on-site visit if requested by any interested contractor
7. Attend and record the Bid opening.
8. Determine and lead the evaluation team.
9. Lead the evaluation team to a recommended contractor and provider of supplies.
10. Answer any concerns with the non-selected contractors.

V. Project Management Services Include:

1. After contractor is determined via the evaluation bidding process, develop a construction schedule and present to the owner for approval.
2. Determine and have oversight of on-site safety guidelines.
3. Lead and oversee responses to request for substitution of equipment approval
4. Organize, schedule and lead all construction meetings.
5. Receive and process request for payments to the owner.
6. Write, disseminate and record minutes of meetings.
7. Collect all written notices of clarification and assign person responsible for answering and keep record of questions and answers provided.
8. Communicate on a regular basis with the owner as to:
 - a. Schedule including weather delays
 - b. Safety Violations
 - c. Oversee coordination of various sub-contractor with the lead contractor
9. Collect, evaluate, and recommend to the owner all requests for change orders.

VI. Project Close-out and Commissioning Services Include:

1. Collect and keep all as-built changes from each sub-contractor.
2. Combine all as-built submittal into one master copy.
3. Provide Owner 1 printed and an electronic copy of the final as-built drawings.
4. Oversee retainage release and recommend payment to owner.
5. Coordinate with each utility company as-needed testing processes.
6. Coordinate and schedule with each utility company the go-live schedule.
7. If desired by the owner, schedule and organize any ribbon-cutting Kickoff activity.

VII. Professional Fees

The professional fee for the above scope of work including all engineering design and professional service fees incurred or to be incurred going forward to the completion of the project is \$.60 per KwDC, or a not to exceed total of \$655,800 for the anticipated project size of 1.093 MwDC. This is a not-to-exceed budgeted cost assuming total Solar Projects size at 1.093 MWDC, to be billed not more than every 30 days on a percent (%) complete basis.

**EXHIBIT B
Invoice**

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Abram Gregory, 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 Telamon Corporation (the "Employer") in the position of General Counsel.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 16th day of March, 2016.


Printed: Abram Gregory

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: Abram Gregory



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 Hittle's Landscaping, Inc. an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

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

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-504.00 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 Seventy Two Thousand Two Hundred Ten Dollars and Ninety Nine Cents(\$72,210.99) (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, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor: Hittle's Landscaping, Inc.
11778 Sun Park Drive
Westfield, Indiana 46073
ATTENTION: Dave Funkhouser

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, 2016 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.

Hittle's Landscaping, Inc.
Street Department - 2016
Appropriation #43-504.00; P.O. #33471
Contract Not To Exceed \$72,210.99

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

CITY OF CARMEL, INDIANA

Hittle's Landscaping, Inc.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

By: 

Authorized Signature

HENRY JANZEN

Printed Name

President

Title

FID/TIN: 35-2113152

Last Four of SSN if Sole Proprietor: _____

Date: 11-30-2016

2016 LANDSCAPE MAINTENANCE-
WEST OF MERIDIAN TOTAL

	TOTAL
LANDSCAPE MAINTENANCE- WEST OF MERIDIAN	\$ 72,210.99

THIS IS TO BE THE FIRST PAGE OF ENTIRE BID.

EXHIBIT A
1 of 7

TECHNICAL SPECIFICATIONS
2016 LANDSCAPING MAINTENANCE- WEST OF MERIDIAN

TS-1 CONTACT FOR QUESTIONS REGARDING CONTRACT DOCUMENTS

In compliance with the Instructions to Bidders, should any questions arise regarding the Contract Documents, the following person shall be contacted:

Dave Huffman
Carmel Street Department
3400 W. 131st Street
Carmel, IN 46074
Tel: (317) 733-2001
Fax: (317) 733-2005

TS-2 PROJECT SCOPE

Provide weekly care and maintenance for landscaped areas of the following properties:
(Estimated square footage listed includes maintenance on the splinter islands)

96 th St. and Ditch Rd. Roundabout	2,827 sq. ft.
96 th St. and Spring Mill Rd. Roundabout	2,890 sq. ft.
106 th St. and Spring Mill Rd. Roundabout	2,921 sq. ft.
111 th St. and Illinois St. Roundabout	3,400 sq. ft.
116 th St. and Clay Center Rd. Roundabout	3,207 sq. ft.
116 th St. and Ditch Rd. Roundabout/Hillside	1,196 sq. ft.
116 th St. and Illinois St. Roundabout	2,636 sq. ft.
116 th St. and Shelborne Rd. Roundabout	11,748 sq. ft.
116 th St. and Spring Mill Rd. Roundabout	2,039 sq. ft.
121 st St. and Shelborne Rd. Roundabout	4,453 sq. ft.
126 th St. and Illinois St. Roundabout	3,214 sq. ft.
126 th St. and Shelborne Rd. Roundabout	4,453 sq. ft.
126 th St. and Towne Rd. Roundabout	2,945 sq. ft.
131 st St. and Shelborne Rd. Roundabout	5,725 sq. ft.
136 th St. and Ditch Rd. Roundabout	4,900 sq. ft.
136 th St. and Oak Ridge Rd./ Illinois St. Roundabout	5,144 sq. ft.
136 th St. and Spring Mill Rd. Roundabout	6,877 sq. ft.
136 th St. and Towne Rd. Roundabout	5,026 sq. ft.
141 st St. and Ditch Rd. Roundabout	4,623 sq. ft.
141 st St. and Spring Mill Rd. Roundabout	4,130 sq. ft.
141 st St. and Towne Rd. Roundabout	3,124 sq. ft.
Oak Ridge Rd. and Adios Pass Roundabout	4,305 sq. ft.
Oak Ridge Rd. and Bennett Rd. Roundabout	4,564 sq. ft.
Main St. (131 st St.) and Clay Center Rd. Roundabout	4,822 sq. ft.
Main St. and Ditch Rd. Roundabout	4,522 sq. ft.
Main St. and Illinois St. Roundabout	4,718 sq. ft.
Main St. and Spring Mill Rd. Roundabout	4,904 sq. ft.
Main St. and Towne Rd. Roundabout	2,993 sq. ft.
Medians - 126 th St. from Shelborne Rd. to Towne Rd.	7,674 sq. ft.

Medians – Ditch Rd. from 141 st St. to 146 th St.	2,063 sq. ft.
Medians – Illinois St. from 106 th to 126 th St.	7,780 sq. ft.
Medians – Main St. from Shelborne Rd. to Spring Mill Rd.	1,976 sq. ft.
Medians—Main St from Illinois to Spring Mill (Rock Mulch)	1,650 sq. ft.
Medians – Spring Mill Rd. from 141 st St. to 146 th St.	2,475 sq. ft.
Medians – Towne Rd. from 116 th St. to 146 th St.	23,086 sq. ft.
Spring Mill Rd. and Dorset Blvd. Roundabout	491 sq. ft.

Total Sq. Ft. for 2016 Contracted WEST Landscaped Areas: 165,501 sq. ft.
Total Acreage for 2016 Contracted WEST Landscaped Areas: 3.8 acres

Such Project landscape work will include the weekly pick up and removal of litter in above specified areas from March 1st, 2016 to March 1st, 2017. Project will include the spreading of black dyed enhanced bark mulch (no pallets), herbicide application, the control of weeds within the landscaped areas of the aforementioned areas during specified seasons or months. Labor, material and equipment will be supplied by CONTRACTOR. CONTRACTOR shall be responsible for the timely and acceptable performance of all work necessary to accomplish the Project described herein.

TS-3 WELLHEAD PROTECTION

Portions of the Project will be performed within wellhead protection areas and in close proximity to several of the OWNER’S wells that provide a large portion of the City of Carmel’s drinking water supply. As such, the following requirements must be strictly observed.

- A. Handling and storage of petroleum and chemical products must be done in a safe manner.
- B. Petroleum and chemical products shall not be stored within a 200-foot radius of a well.
- C. Vehicles shall not park or be stored within a 200 - foot radius of a well.
- D. Petroleum or chemical spills must be reported immediately to the Carmel Hazmat Team and to the OWNER regardless of the size of the spill. The Carmel Hazmat Team can be reached by telephone at the “911” emergency number or at 571-2580.

TS-4 HOLIDAYS WHEN WORK IS NOT PERMITTED

The Contractor shall not perform any work on the Project which requires traffic control on the following days:

- A. Sundays
- B. Memorial Day
- C. Independence Day

- D. Labor Day
- E. Thanksgiving Day and the day after Thanksgiving

This requirement may be waived by the OWNER in its sole discretion, if requested in writing and in advance of such Work.

TS-5 LANDSCAPE MAINTENANCE SPECIFICATIONS

- 5.1 Maintenance Period – The landscape maintenance period shall begin on March 1, 2016 and continue through February 28th, 2017.
- 5.2 Maintenance Schedule – Refer to the enclosed suggested maintenance schedule for each roundabout, median, splinter island, right-of-way, and curbside bed. All locations to be scheduled weekly for weeds, trash, and general maintenance.
- 5.3 Quality – The landscaped areas are to be maintained in a high quality manner, including the removal of weeds, dead plant debris, and litter on a weekly basis. Under no circumstances will the landscaped areas be left with litter, weeds, dead plant debris, or work related materials remaining on site. Litter removal will be maintained and continued March 2016 to March 2017.
- 5.4 Tree Leaves – Tree leaves are to be removed from landscaped areas.
- 5.5 Ornamental Grasses – Ornamental grasses shall be cut down to the new seasonal growth by April 15, 2016. The grasses shall not be cut down in the fall but left in the beds for winter interest.
- 5.6 Spring Bulbs – Up to 5,000 spring blooming bulbs will be installed in designated landscape areas in Fall 2016. Contract also requires removing spent/browning blooms and foliage from previous years bulbs as part of general weekly maintenance.
- 5.7 Perennials – All perennial plants are to be trimmed back to healthy green growth when blooms have faded and turned brown. This may encourage the plants to produce more blooms and will keep the beds looking manicured. All plant debris from trimming shall be removed from the beds. All perennials should be cut to the ground in the Fall, except the stoncrop sedum which will be cut in the following Spring.
- 5.8 Plant Damage – Pruning, weeding, trimming, application of chemicals, and herbicides, and general bed maintenance shall be performed in a manner that does not damage any plant material. Damage to plant material (trees, shrubs, perennials, annuals) shall be promptly repaired or replaced as deemed necessary by Street Department personnel, by CONTRACTOR at its own expense.

TS-6 WEED CONTROL FOR PLANTING BEDS

- 6.1 Application - All planting beds shall be treated with a weed control and shall throughout the growing season, be spot treated with a Round-up/Surflan mixture, as needed. Application of the pre-emergent shall take place in dry weather to prevent accumulation of the chemical and scorching of plant foliage **(exclude right-of-way and median tree rings, they are covered in the mulching contract)**
- 6.2 Frequency – All planting beds shall be treated with a pre-emergent two times per year. The first mandatory application to occur no earlier than March 15, 2016, and no later than March 30, 2016. The second mandatory application shall be done no earlier than July 1, 2016, and no later than July 15, 2016. **(exclude right-of-way and median tree rings in this section also)**
- 6.3 Sample Label – CONTRACTOR shall submit a sample label for all herbicides it proposes to use in compliance with this Section, and obtain the OWNER’S written approval of the same before applying same to any plant beds or tree rings.
- 6.4 Notification – **OWNER shall be notified at least seven (7) calendar days in writing in advance of the date of any application of any chemicals pursuant to this Section.**
- 6.5 Chemical Application Method – All chemicals shall be spread with an applicator in such a manner as to insure even coverage at the proper rate, with no streaking and no unintended plant injury.
- 6.6 Certification - CONTRACTOR shall be certified and hold all required applicators licenses (3a) from the Office of the Indiana State Chemist to perform the obligations set forth in the Section.
- 6.7 Compliance – CONTRACTOR shall comply with all environmental, and chemical, and all other applicable LAWS in performing its obligations under this Section.
- 6.8 List– A complete list of chemicals used will be provided to OWNER.
- 6.9 Additional – A combination of weed control is to be used to provide weed-free planting beds. Acceptable weed control techniques are as follows: mulching, pre and post emergent herbicides and hand weeding. **NO HERBICIDE APPLICATIONS ARE TO BE MADE IN AREAS WHERE BULBS ARE PLANTED.** Plants damaged by contractor’s negligence are to be replaced by the contractor at their expense per representative of the Carmel Street Department. Examples of possible damages include, but are not limited to, the following: herbicide damage and mistakes in identification while weeding.

TS-7 MULCH

EXHIBIT A
5 of 7

- 7.1 Type – Mulch to be used for landscape beds shall be non-palletized, minimum Grade A shredded black dyed bark mulch. Mulch shall be provided by the contractor. A sample of mulch to be used will be presented to a Carmel Street Department representative for approval prior to application.
- 7.2 Application – Mulch shall be applied once per year in Spring. Mulch shall be spread as needed to maintain proper weed control coverage with a minimum of 1” of mulch and a maximum of 2” of mulch, no later than April 30, 2016. Rake beds in August/September to loosen and refresh existing mulch.
- 7.3 Tree Rings—Mulch is NOT to be placed up against the tree trunk. Leave a 3” space between mulch and tree trunk. Any existing mulch shall be pulled away from tree trunks, leaving the same 3” space.

TS-8 URN WINTER DECORATIONS

- 8.1 Winter Decoration Removal—Urns are to have Winter Decorations removed, including any fallen needles or foliage which might be detrimental to Spring plantings, by April 15th or sooner if deemed needed by the City.
- 8.2 Annual Removal—Anytime between November 1st and November 15th, all urns on roundabouts are to be cleaned of annuals, including roots, in preparation for winter decorations. Some Carmel Urns contain ornamental grasses in the center. These urns can have the grass incorporated into the winter decorations, or the grass can be cut to 6” and Winter Decorations added.
- 8.3 Decoration Construction—Winter Decorations are to include greens covering the entire urn opening to a height of not less than 1 ft. high. The center of each urn is to be as high as the width of the urn, with the exception of the Large Carmel Urns (10 ft. shallow rounded urns, also called ‘Satellite Urns’) which should be no less than 6 ft. tall. The construction of the Winter Decorations are to be made in such a way so they will withstand winter winds, storms, snow, etc. The CONTRACTOR is to maintain, repair, or replace any decorations that do not withstand the winter weather. Some urns contain irrigations systems. If any of these systems are damaged during the installation or removal of decorations, the CONTRACTOR is responsible for repairs.
- 8.4 Acceptable Materials—Materials for the center of each urn is to be a mixture of Evergreen boughs, *Ilex verticillata*, branches spray-painted white, cut eucalyptus, dried *Magnolia grandiflora* branches, or any other festive plant materials approved by the City.
- 8.5 Timing—Winter urn decorations must be installed by November 1st.

City of Carmel
West of Meridian
Landscaped Areas Maintenance Synopsis - 2016

165,501 Sq. Ft.

March thru May

Remove urn decorations.

Cut any ornamental grasses down to new growth, about 6" in height.

Apply pre-emergent no later than March 30, 2016. Avoid areas planted with emerging spring bulbs.

Prune off any broken/browning/dead evergreen or deciduous shrub and tree branches.

Edge the necessary, non-metal-edged landscaped areas to a depth of 3 inches, unless on the "don't edge" list.

Apply 1" to 2" fresh black-dyed bark mulch (no pallets). Rake to smooth surface.

Do not spread mulch at Children's Art Gallery, 136th St. & Smokey Row Roundabout, City Center, or the main entrance to the Tarkington Building until after Street Dept. staff plants annuals for the summer (late May/early June).

Remove withered, yellow, spring bulb blooms and foliage and spent/ brown/ faded perennial blooms and foliage.

Euonymus alatus shrubs and *euonymus fortunei* ground cover should be treated for scale with dormant oil spray, as specified by the chemical label, in March.

Shrubs and Trees should be treated for bagworms (if present) in late May and mid June.

Visit beds on regular weekly basis:

All Trash should be removed from landscape and turf areas weekly.

All weeds should be removed weekly.

All spent/brown/faded blooms and foliage should be removed from bulbs and perennials weekly.

All plant debris should be removed weekly.

Apply spray herbicide (Roundup) when necessary.

All Spring flowering shrubs should be pruned/trimmed/shaped, to OWNERS' specifications, after blooms have faded/turned brown.

Trim/shape shrub roses monthly. Keep under 4 feet in height. Sterilize pruners between each shrub.

Evergreen shrubs, (Buxus, Ilex, Juniper, Arborvitae) should be trimmed/shaped as needed to maintain shape, removing any dead or dying branches.

June thru September

Continue weekly maintenance for litter removal, weed removal, perennial and shrub trimming, pruning, and removal of dead/dying branches.

Remove withered, yellow spring bulb blooms and foliage and spent/brown/faded perennials blooms and foliage.

Rake and turn over mulch to refresh for the fall.

Apply second application of pre-emergent to landscape beds no later than July 15, 2016.

October thru November

Continue regular weekly maintenance schedule for litter removal, weed removal, perennial and shrub trimming, pruning and removal of dead/dying branches.

Install up to 10,000 spring blooming bulbs in designated areas per owner's instructions.

Apply spray herbicide (Roundup) when necessary.

Cut all perennials, except ornamental grasses, to 1" above ground by November 30th, 2016.

Clean all faded/brown plant debris from beds.

Edge the necessary, non-metal-edged landscaped areas to a depth of 3 inches, unless on the "don't edge" list.

Install urn decorations between November 1st and November 15th.

EXHIBIT A
7 of 7

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Henry Janzen, 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 Little Landscaping, Inc (the "Employer") in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 29th day of February, 2016

[Signature]
Printed: Henry Janzen

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.

[Signature]
Printed: Henry Janzen



Employment Eligibility Verification



Welcome
Marla Wallace

User ID
MWAL2090

Last Login
02:52 PM - 03/10/2014

Log Out

Click any for help

- Home
- My Cases
 - New Case
 - View Cases
 - Search Cases
- My Profile
 - Edit Profile
 - Change Password
 - Change Security Questions
- My Company
 - Edit Company Profile
 - Add New User
 - View Existing Users
 - Close Company Account
- My Reports
 - View Reports
- My Resources
 - View Essential Resources
 - Take Tutorial
 - View User Manual
 - Share Ideas
 - Contact Us

Company Information

Company Name:	Hittle Landscaping, Inc.	View / Edit
Company ID Number:	676909	
Doing Business As (DBA) Name:		
DUNS Number:		
Physical Location:		Mailing Address:
Address 1:	17778 Sun Park Drive	Address 1:
Address 2:		Address 2:
City:	Westfield	City:
State:	IN	State:
Zip Code:	46074	Zip Code:
County:	HAMILTON	
Additional Information:		
Employer Identification Number:	352113152	
Total Number of Employees:	100 to 499	
Parent Organization:		
Administrator:		
Organization Designation:		
Employer Category:	None of these categories apply	

NAICS Code:	238 - SPECIALTY TRADE CONTRACTORS	View / Edit
Total Hiring Sites:	1	View / Edit
Total Points of Contact:	3	View / Edit

[View MOU](#)



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 Trugreen 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 43-504.00 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 Seventy One Thousand Three Hundred Fifteen Dollars (\$71,315.00) (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, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	------------	--

If to Vendor: Trugreen
860 Ridge Lake Boulevard
Memphis, Tennessee 38120
ATTENTION: Jim Pratt

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, 2016 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.

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

CITY OF CARMEL, INDIANA

Trugreen

by and through its Board of Public
Works and Safety

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

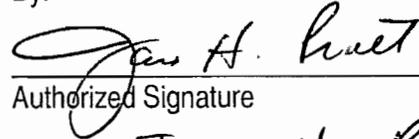
Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

By:



Authorized Signature

JAMES H. PRATT

Printed Name

Business Development Rep

Title

FID/TIN: 36 - 373 4669

Last Four of SSN if Sole Proprietor: _____

Date: 3/22/16

LANDSCAPE FERTILIZATION TOTAL

<i>Teagnew</i>	TOTAL
<u>ORIGINAL PRICE:</u> NATURE SAFE ORGANIC FERTILIZER	<i>\$ 66,815.00</i>
<u>ALTERNATE PRICE:</u> NON-ORGANIC FERTILIZER	<i>\$ 71,315.00</i>

THIS IS TO BE THE FIRST PAGE OF ENTIRE QUOTE.

EXHIBIT *A*
1 of 15

LIST OF LOCATIONS
LANDSCAPE FERTILIZATION 2016

PROJECT: Fertilization for Landscaped Areas and Turf Areas of Roundabouts, Medians, Civic Properties

WORK: As described by the Contract Documents including, but not limited to:

Apply two applications of landscape fertilizer for landscaped areas of the following properties:
(Square footage listed includes fertilization on the splinter islands)

96 th St. and Ditch Rd. Roundabout	2,827 sq. ft.
96 th St. and Spring Mill Rd. Roundabout	2,890 sq. ft.
96 th St. and Westfield Blvd. Roundabout	9,723 sq. ft.
103 rd St. and Pennsylvania St.. Roundabout	4,298 sq. ft.
106 th St. and Gray Rd. Roundabout	4,298 sq. ft.
106 th St. and Pennsylvania St.. Roundabout	4,069 sq. ft.
106 th St. and Spring Mill Rd. Roundabout	2,921 sq. ft.
111 th St. and Illinois St. Roundabout	3,400 sq. ft.
111 th St. and Pennsylvania St. Roundabout	5,700 sq. ft.
116 th St. and Clay Center Rd. Roundabout	3,207 sq. ft.
116 th St. and Ditch Rd. Roundabout/Hillside	1,196 sq. ft.
116 th St. and Illinois St. Roundabout	2,636 sq. ft.
116 th St. and Shelborne Rd. Roundabout	11,748 sq. ft.
116 th St. and Spring Mill Rd. Roundabout	2,039 sq. ft.
121 st St. and Shelborne Rd. Roundabout	4,453 sq. ft.
126 th St. and Hazel Dell Pkwy Roundabout	2,826 sq. ft.
126 th St. and Illinois St. Roundabout	3,214 sq. ft.
126 th St. and Shelborne Rd. Roundabout	4,453 sq. ft.
126 th St. and Towne Rd. Roundabout	2,945 sq. ft.
131 st St. and Shelborne Rd. Roundabout	5,725 sq. ft.
136 th St. and Ditch Rd. Roundabout	4,900 sq. ft.
136 th St. and Oak Ridge Rd./ Illinois St. Roundabout	5,144 sq. ft.
136 th St. (Smokey Row) & Rangeline Rd. Roundabout	694 sq. ft.
136 th St. and Spring Mill Rd. Roundabout	6,877 sq. ft.
136 th St. and Towne Rd. Roundabout	5,026 sq. ft.
141 st St. and Ditch Rd. Roundabout	4,623 sq. ft.
141 st St. and Spring Mill Rd. Roundabout	4,130 sq. ft.
141 st St. and Towne Rd. Roundabout	3,124 sq. ft.
4 th Ave and Main St Roundabout	500 sq. ft.
Carmel Symphony and Repertory Theatre	1,055 sq. ft.
Children's Smallest Art Gallery	747 sq. ft.

City Center Monon Hillside Steps & Dog Park	2,435 sq. ft.
City Center Landscape Beds	865 sq. ft.
City Hall Landscape Beds	12,000 sq. ft.
City Hall Police Station	3,725 sq. ft.
City Hall- Corner Beds opposite Square Fountain	2,270 sq. ft.
City Hall Garden Beds	15,425 sq. ft.
City Hall Parking Areas	1,560 sq. ft.
City Hall Shapiro's Parking Lot	860 sq. ft.
City Hall Japanese-Inspired Garden	10,000 sq. ft.
City of Carmel Communications Center - 1 st Ave. NW	390 sq. ft.
Downtown Bump outs	462 sq. ft.
Downtown Sidewalk Planters	357 sq. ft.
First Ride Sculpture Beds and Hedge (Main St. and Monon Trail)	780 sq. ft.
Hazel Dell Pkwy and Avian Way Roundabout	1,660 sq. ft.
Hillside Plantings at 136 th and Keystone Pkwy. (NE Corner)	1,800 sq. ft.
Indiana Design Center (Range Line Rd.)	4,150 sq. ft.
Keystone Parkway Entrance and Exit Ramps	24,477 sq. ft.
Keystone Pkwy. - Retaining Wall Plantings -NW & NE of 126 th St.	5,760 sq. ft.
Oak Ridge Rd. and Adios Pass Roundabout	4,305 sq. ft.
Oak Ridge Rd. and Bennett Rd. Roundabout	4,564 sq. ft.
Old Meridian St. and Guilford Ave. Roundabout	4,711 sq. ft.
Main St. (131 st St.) and Clay Center Rd. Roundabout	4,822 sq. ft.
Main St. and Ditch Rd. Roundabout	4,522 sq. ft.
Main St. and Hazel Dell Pkwy. Roundabout	2,826 sq. ft.
Main St. and Illinois St. Roundabout	4,718 sq. ft.
Main St. and Spring Mill Rd. Roundabout	4,904 sq. ft.
Main St. and Towne Rd. Roundabout	2,993 sq. ft.
Medians – 116 th St. from College Ave. to Keystone Ave.	40,088 sq. ft.
Medians – 126 th St. from Shelborne Rd. to Towne Rd.	7,674 sq. ft.
Medians – Ditch Rd. from 141 st St. to 146 th St.	2,063 sq. ft.
Medians – Grande Boulevard E. from Old Meridian to Guilford	21,776 sq. ft.
Medians – Illinois St. from 106 th to 126 th St.	7,780 sq. ft.
Medians—Main St from Illinois to Spring Mill (Rock Mulch)	1,650 sq. ft.
Medians – Main St. from Shelborne Rd. to Spring Mill Rd.	1,976 sq. ft.
Medians – Pennsylvania St. from 106th St. to South of 103rd St.	13,989 sq. ft.
Medians – Spring Mill Rd. from 141 st St. to 146 th St.	2,475 sq. ft.
Medians – Towne Rd. from 116th St. to 146th St.	23,086 sq. ft.
Metallic Modern Sculpture Area (1 st Ave. SW)	910 sq. ft.
Old Town Shops (Southeast Parking Lot Area)	3,900 sq. ft.
Palladium – Green Roof	2,986 sq. ft.
Palladium – North Side Beds (includes 8 trees)	3,011 sq. ft.
Pedcor – 3 rd Ave. Sign Beds (includes raised beds, trees, sidewalk)	2,379 sq. ft.
Reflecting Pond (3 rd Ave. SW)	6,120 sq. ft.
R.O.W. – City Center Rd. from Carmel Dr. to 3rd Ave.	18,437 sq. ft.
Sophia Building	
(N, E, and SE Beds- Boxwood by Garage and Main St Sidewalk)	300 sq. ft.
Spring Mill Rd. and Dorset Blvd. Roundabout	491 sq. ft.



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 Hittle's Landscaping, Inc. an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-504.00 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 Eighty Three Thousand Two Hundred Thirty Eight Dollars and Seventy Two Cents (\$83,238.72) (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.

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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.
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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.
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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.
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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.

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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, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	-------------------	--

If to Vendor: Hittle's Landscaping, Inc.
11778 Sun Park Drive
Westfield, Indiana 46073
ATTENTION: Dave Funkhouser

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.

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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.

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22. TERM

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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.

Hittle's Landscaping, Inc.
Street Department - 2016
Appropriation #43-504.00; P.O. #33493, 33498
Contract Not To Exceed \$83,238.72

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

CITY OF CARMEL, INDIANA

Hittle's Landscaping, Inc.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: _____

Authorized Signature

Handwritten Signature
HENRY JANZEN

Printed Name

President

Mary Ann Burke, Member

Date: _____

Title

Lori S. Watson, Member

Date: _____

FID/TIN: 35-2113152

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 11-30-2016

Christine S. Pauley, Clerk-Treasurer

Date: _____

2016 LANDSCAPE MAINTENANCE-
EAST OF MERIDIAN TOTAL

	TOTAL
LANDSCAPE MAINTENANCE- EAST OF MERIDIAN	# 83,238.72

THIS IS TO BE THE FIRST PAGE OF ENTIRE BID.

EXHIBIT A
1 of 14

City of Carmel Street Department
Civic Property Landscape Maintenance- EAST
Plant Care Specifications for 2016

96th St. and Westfield Blvd. Roundabout **9,723 sq. ft. landscape area**
Irrigated

Bulbs- Narcissus, Liatris
Perennials- Hemerocallis 'Stella D'Oro', Pennisetum a. 'Hameln', Sedum spectabile 'Autumn Joy'
Filipendula rubra (Meadowsweet), Leucanthemum x superbum 'Becky', Liatris spicata
'Kobold'
Ground Cover- Euonymus coloratus
Shrubs- Juniperus chinensis 'Kallay's Compact', Taxus x m 'Densiformis', Rosa x Drift 'Peach'

103rd St. and Pennsylvania St. Roundabout **4,298 sq. ft. landscape area**
Plumbed for Irrigation – Water not Connected Yet

Bulbs- Narcissus 'Flyer'
Perennials- Hemerocallis 'Stella D'Oro', Lavendula angustifolia 'Munstead', Stachys byz. 'Hummelo',
Salvia nemerosa 'Haeumanarc'
Shrubs- Juniperus chinensis 'Sea Green', Rosa 'Meivahyn'
Trees Zelkova serrate 'Green Vase'

106th St. and Gray Rd. Roundabout **4,298 sq. ft. landscape area**
Irrigated

Bulbs- Narcissus 'Sir Winston Churchill'
Perennials- Belamcanda chinensis, Echinacea x 'Twilight', Geranium 'Rozanne', Hemerocallis 'Happy
Returns', Perovskia atriplicifolia 'Little Spire', Liatris spicata, Eremurus stenophyllus,
Rudbeckia fulgida
Grasses- Calamagrostis acutiflora 'Karl Foerster' (in urn), Pennisetum alopecuroides 'Hameln'
Shrubs- Itea virginica 'Sprich', Juniperus sabina 'Broadmoor'
Trees - Crateagus viridis 'Winter King'

106th St. and Pennsylvania St. Roundabout **4,069 sq. ft. landscape area**
Plumbed for Irrigation – Not Connected to Water Yet

Bulbs- Narcissus 'Flyer'
Perennials- Hemerocallis 'Stella D'Oro', Lavendula angustifolia 'Munstead',
Stachys monnieri 'Hummelo', Salvia nemerosa 'Haeumanarc'
Shrubs- Juniperus chinensis 'Sea Green', Rosa 'Meivahyn', Berberis t a 'Crimson Pygmy'

111th St. and Pennsylvania St. Roundabout 5,700 sq. ft. landscape area

Irrigated

Bulbs- Early Sensation, Ice follies, Fortune, Carleton (1,000 total, equal quantities)
Grasses- Calamagrostis x acutiflora 'Karl Forester, Sesleria autumnalis – Autumn Moor Grass
Shrubs- Juniperus chinensis 'Nick's Compact', Rosa x 'Knock Out', Rosa x 'Pink Drift', Spirea x bumalda 'Anthony Waterer'

126th St. and Hazel Dell Pkwy Roundabout 2,826 sq. ft. landscape area

Not Irrigated

Bulbs- Narcissus
Perennials- Salvia nemerosa 'Mainacht'
Grasses- Miscanthus sinensis 'Variegatus'
Shrubs- Juniperus chinensis 'Sea Green' Juniperus Sabina 'Buffalo', Rosa 'Redrazz' (Cherry Knock Out Rose)
Trees- Prunus virginiana 'Canada Red'

NOTES- Junipers are to be pruned by hand. Keep them as individuals.

136th St. (Smokey Row) & Range Line Rd. Roundabout 694 sq. ft. landscape area

Irrigated

Bulbs - Narcissus 'Ice King'
Shrubs - Buxus koreana 'Green Mountain'

4th Ave and Main St. Roundabout 500 sq. ft. landscape area

Irrigated

Perennials- Leucanthemum 'Becky'

Carmel Symphony and Repertory Theatre 1,055 sq. ft. landscape area

Not Irrigated

Shrubs - Taxus media 'Densifomis'

Children's Smallest Art Gallery 747 sq. ft. landscape area

Irrigated

Bulbs - Narcissus, Tulip 'Marshmallow Fields' (100)
Perennials- Hosta 'Pilgrim', Aster, Gaura
Shrubs - Buxus x. koreana 'Green Velvet', Ilex x meserveyae 'Blue Princess', Ilex x meserveyae 'Blue Prince', Hydrangea arborescens, Rosa 'Radrazz' (Cherry Knock Out Rose)
Trees- Acer palmatum dissectum 'Tamukeyama', Acer palmatum 'Oshia-beni', Acer rubrium (Red Maple), Tilia cordata (Little Leaf Linden), Malus

EXHIBIT A
3 of 14

City Center – Monon Hillside Stairway & Dog Park 2,435 sq. ft. landscape area
Irrigated

- Bulbs- Hyacinth 'Prince of Love' (100), Fritillaria Imperialis 'Lutea' (60), Leucojum aestivum 'Gravity Giant' (100), Scilla 'Spring Beauty' (300), Tulip 'West Point' (200)
Shrubs - Buxus 'Green Velvet', Buxus 'Green Mountain', Juniperus horizontalis 'Blue Chip', Rosa 'Radcon' (Pink Knockout), Rosa 'Meisweldom' (Sweet Drift), Spiraea japonica 'Little Princess' Syringa patula 'Miss Kim', Taxus media 'Hicksii', Rosa (Sweet Drift) ???
Trees- Ginkgo biloba

City Center – Landscape Beds 865 sq. ft. landscape area
?Irrigated

- Bulbs- Narcissus
Perennials- Hemerocallis 'Stello D'oro', Liatris
Shrubs - Buxus (Boxwood)
Groundcover- Euonymous (Purple Wintercreeper)
Trees- Gleditsia

City Hall Area- Civic Square Grounds 45,840 sq. ft. landscape area
Irrigated

City Hall includes:

- 2 Upper Parking Lot Beds (Adjacent to Range Line Rd)
Hedges going down the lane from the upper parking lot to the Japanese Garden
Japanese Garden
South of City Hall Beds (where the 5 blue urns will be)
Groundcover surrounding City Building
North of City Hall Courtyard (where the 2 concrete urns are)
Two RAISED triangle beds (surrounded by yews, inside containing roses/ daisies)
Gazebo beds
Little Monument bed (on front lawn where "City Hall" sign is)

Fountain includes:

- 12 Tiered beds
Landscape on the fountain
2 "Corner Beds" just EAST of the fountain (as you are going up the lane to the light at Range Line Rd)

Police Station includes:

- All landscape beds surrounding the police station which includes:
Large groundcover bed surrounding brick sign of the Police Department
Entrance beds (spanning from the Bank's Parking lot, heading west to the brick wall adjacent to one of the previously mentioned "Corner Beds")
BACK of the Police Department (Small courtyard on the North side of the Police Station—contains some Japanese maples and hostas)

Fire Station includes:

- All landscape beds surrounding the fire station which includes:
Two long entrance beds, South of the Fire Station entrance, small shrub beds on North and east sides of building.
Mulched beds at Fire Station Parking Lot North of the Fire Department (contains boxwoods and trees)

City of Carmel Communications Center - 1st Ave. NW 390 sq. ft. landscape area

No Irrigation

Shrubs - Euonymus alatus, Taxus x media 'Densiflora', Spirea japonica 'Little Princess'
Trees - Picea pungens

Downtown Bump-Outs (along Main St) 462 sq. ft. landscape area

No Irrigation

Shrubs - Buxus x. koreana 'Green Velvet', Spirea japonica 'Little Princess', Rosa 'OSO Easy Pink'
Groundcover- Hedera helix

Downtown Sidewalk Planters (along Main St) 357 sq. ft. landscape area

No Irrigation

Shrubs - Buxus, Ilex
Perennials- Gaura, Hemerocallis

"First Ride" Sculpture Beds & Hedge (Main St. and Monon Trail) 780 sq. ft. landscape area

No Irrigation

Bulbs- Narcissus
Perennials- Leucanthemum superbum 'Becky', Hosta sieboldiana 'Francis Williams'
Grasses Pennisetum alopecuroides 'Hameln'
Groundcover- Vinca minor
Shrubs - Itea virginica 'Henry's Garnet', Rosa 'Popcorn'
Trees- Acer ginnala

Hazel Dell Pkwy. & Cherry Tree/Avian Way Roundabout 1,660 sq. ft. l.a.

Irrigated

Bulbs - Narcissus 'Passionale' (1300 behind junipers in planter)
Perennials- Allium senescens
Shrubs - Juniperus horizontalis 'Wiltoni', Rosa x 'Pink Drift', Rosa 'Radyod' (Pink Knockout),
Trees- Chionanthus virginicus

NOTES - Junipers are to be allowed to grow over and down the wall. Do NOT prune.

Hillside Planting (at 136th & Keystone Ave. NE Corner) 1,800 sq. ft. landscape area

Not Irrigated

Shrubs - Viburnum dentatum 'Arrowwood', Hydrangea paniculata 'Grandiflora', Rhus aromatic
'Gro Low' Sumac

Indiana Design Center (Range Line Rd.) 4,150 sq. ft. landscape area

No Irrigation

Perennials- Liriope 'Big Blue', Rudbeckia goldsturm, Hemerocallis 'Stella D'Oro', Geranium, Hosta
Groundcover- Vinca minor
Grass- Calamagrostis Karl 'Foerster', Pennisetum alopecuroides 'Hameln'
Shrubs - Taxus, Viburnum, Ilex, Juniperus, Myrica pensylvanica
Trees- Ginkgo biloba, Gleditsia, Fagus, Cercis canadensis, Acer, Picea omorika, Platanus occidentalis

Keystone Parkway (Entrance and Exit Ramps) 24,477 sq. ft. landscape area

Not Irrigated

Plantings- None

NOTES Monthly at 126th and Keystone- Trim back encroaching trees, branches, tall grasses; remove debris (SPE)

Keystone Pkwy. (Retaining Wall Plantings-NW&NE of 126th) 5,760sq. ft. landscape area

Not Irrigated

Vine- Clematis paniculata 'Sweet Autumn'
Shrubs - Rhus aromatic 'Gro Low'
Trees- Cercis canadensis clump

Old Meridian St. & Guilford Rd. Roundabout 4,711 sq. ft. landscape area

Irrigated (date of installation TBD)

Bulbs - Narcissus 'Goblet' (2000), 'Geranium' (1000)
Perennials Liatris spicata 'Kobold'
Grass- Calamagrostis acutifolia 'Karl Foerster', Pennisetum alepocuroides 'Hameln'
Shrubs - Berberis thunbergii 'Crimson Pygmy', Juniperus chinensis 'Kallays Compact', Rosa 'Radyod (Pink Knockout)

Main St. and Hazel Dell Pkwy. Roundabout 2,826 sq. ft. landscape area

Not Irrigated

Bulbs- Narcissus, Tulip
Perennials- Hemerocallis 'Stella D' Oro, Salvia nemerosa 'Mainacht'
Grasses- Miscanthus sinensis 'Variegatus'
Shrubs- Juniperus chinensis 'Sea Green' Juniperus Sabina 'Buffalo', Rosa 'Redrazz' (Cherry Knock Out Rose)
Trees- Prunus virginiana 'Canada Red'

EXHIBIT A
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Medians -

116th St. from College Ave. to Rangeline Rd. / and Rangeline Rd. to Keystone 40,088 sq.ft. area

Irrigated from College Ave. to Rangeline Rd. Only

This includes the R.O.W. in front of the Woodland Shoppes (Greek Tony's restaurant)

- Perennials - Hemerocallis 'Stella D' Oro', Perovskia a. 'Little Spire', Sedum spectabile 'Autumn Joy'
- Grasses - Calamagrostis a. Karl Foerster', Pennisetum a. 'Hameln'
- Shrubs - Juniperus chinensis 'Kallay's Compact', Rosa 'Radcon'(Knock Out Pink),
Spiraea fritschiana 'Pink Parasols',
Stephanandra incise 'Crispa',
- Trees - Gleditsia triacanthos 'Skyline', Syringa reticulata

Medians -

Grand Boulevard E. from Old Meridian to Guilford 21,776 sq. ft. landscape area

Not Irrigated

- Bulbs- Narcissus (white)
- Perennials - Coreopsis verticillata 'Rosea', Sedum spectabile 'Brilliant', Hosta sieboldiana 'Francis Williams'
- Grasses- Pennisetum A. 'Hameln', Sporobolus heterolepsis
- Groundcover - Vinca minor
- Shrubs - Aronia arbutifolia 'Brilliantissima', Rosa x 'Nearly Wild', Taxus x media 'Wardii'
- Trees- Quercus bicolor, Amelanchier arborea, Prunus virginiana 'Canada Red Select',
Carpinus betulus

Medians -

Pennsylvania St. from 106th St. to South of 103rd St. 13,989 sq. ft. landscape area

Not Irrigated

- Perennials- Hemerocallis 'Stella D'Oro', Stachys 'Hummelo'
- Ground Cover- Liriope spicata
- Grasses- Pennisetum alopecuroides 'Hameln'
- Shrubs - Buxus glencoe 'Chicagoland Green', Juniperus chinensis 'Sea Green', Rosa 'Meivahyn'
- Trees - Fagus sylvatica 'Purpurea Tricolor', Zelkova serrata 'Village Green'

Metallic Modern Sculpture Area (1st Ave. SW) 910 sq. ft. landscape area

No Irrigation

- Perennials- Hemerocallis 'Stella D'Oro', Echinacea purpurea 'Magnus'
- Ground Cover- Euonymus fortunei 'Coloratus'
- Shrubs - Taxus x media 'Densifomis'
- Trees- Fagus sylvatica

Old Town Shops (Southeast Parking Lot Area) 3,900 sq. ft. landscape area

No Irrigation

- Perennials - Achillea x. 'Moonshine', Hemerocallis 'Stella D'Oro'
Grass - Pennisetum alopecuroides 'Hameln', Festuca glauca, Panicum virgatum, Miscanthus sinensis
Shrubs - Taxus x media 'Densiformis', Buxus x koreana 'Green Velvet', Myrica pensylvanica, Spirea frobelli
Trees- Acer griseum, Fagus sylvatica, Picea pungens

Palladium - Green Roof 2,986 sq. ft. landscape area

Not Irrigated

- Perennials- Flats of mixed succulents.

Mix # 1 Flat (Green)
Sedum acre 'Aureum'
Sedum spurium 'John Creech'
Sedum album 'Green Ice'
Sedum album 'Chloroticum'
Sedum floriferum
Sedum spurium 'Green Mantle'
Allium 'Millennium'

Mix # 2 Flat (Red)
Sedum spurium 'Red Carpet'
Sedum spurium 'VooDoo'
Sedum spurium 'Bronze Carpet'
Sedum spurium 'Fuldaglut'
Sempervivum 'Ruby Heart'
Sedum album 'Red Ice'
Sedum spectabile 'Stardust'

Palladium- North Side Beds 3,011 sq. ft. landscape area

Irrigated

- Groundcover- Euonymus coloratus
Shrubs - Buxus 'Green Velvet', Hydrangea anomala 'Petiolaris', Hydrangea macrophylla 'Glowing Embers', Rosa 'Radyod', Syringa patula 'Miss Kim', Thuja occidentalis 'Techny', Viburnum lantana 'Mohican'
Trees- Ginkgo biloba 'Autumn Gold', Malus 'Red Barron', Quercus rubra

Pedcor - Third Ave. Sign Beds (includes raised beds, trees, sidewalk)

2,379 sq. ft. landscape area

Irrigated

- Shrubs - Buxus x koreana 'Green Velvet'
Trees - Gleditsia triacanthos
Groundcover - Euonymus fortunei 'Coloratus'

Reflecting Pond (3rd Ave. SW) 6,120 sq. ft. landscape area

Irrigated

- Bulbs- Tulips
Perennials- Dianthus 'Baths Pink', Coreopsis 'Zagreb', Hemerocallis 'Baja Red', Leucanthemum superba 'Becky', Liatris 'Kobold', Penstemon rubrum, Echinacea purpurea, Geranium sanguineum, Sedum spurium 'Dragon's Blood'
Groundcover- Vinca minor, Hedera helix, Euonymus fortunei 'Coloratus'
Shrubs - Euonymus alatus, Hydrangea 'Endless Summer'
Trees- Fraxinus pennsylvanica

EXHIBIT

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R.O.W. – City Center Dr. from Carmel Dr. to 3rd Ave. 18,437 sq. ft. landscape area

Not Irrigated

- Perennials- Achillea millefolium 'Terra Cotta', Coreopsis verticillata 'Crème Brulee', Perovskia atriplicifolia 'Little Spire', Nepeta racemosa 'Walker's Low', Salvia nemerosa 'May Night', Sedum spectabile 'Autumn Joy'
- Grasses- Calamagrostis acutiflora 'Karl Foerster', Miscanthus sinensis 'Yaku Jima'
- Trees- Carpinus betula 'Columnaris'

The Green at City Center

392 sq. ft. landscape area

Irrigated

Includes 32 trees – Quercus rubra

The Tarkington Building at City Center (& Parking Garage Entry)

1,798 sq. ft. landscape area

Irrigated

- Bulbs- Crocus 'Blue Pearl' (500 near entrance), Hyacinth 'Crystal Palace' (150 btwn Mums at entrance)
- Perennials- Hemerocallis 'Pocket Full of Gold'
- Grass - Calamagrostis x acutifolia 'Karl Foerster'
- Shrubs - Buxus x koreana 'Green Velvet', Hydrangea anomala 'Petiolaris', Hydrangea macrophylla 'Glowing Embers', Hydrangea macrophylla 'Bailmer', Ilex verticillata 'Winter Red', Ilex verticillata 'Southern Gentleman', Thuja occidentalis 'Emerald', Thuja occidentalis 'Techny'
- Trees- Acer griseum x nikoense 'Ginzam', Amelanchier x Cumulus, Amelanchier x grandiflora 'Autumn Brilliance', Cornus x rutcan 'Constellation', Koelreuteria pan 'Fastigiata', Malus 'Red Barron', Quercus x warei long 'Regal Prince'

Veterans Memorial (3rd Ave. SW – North, South, East and West Edge Beds) 4,922 sq. ft. landscape area
(Street Dept. Staff maintains the beds encircling the bronze statue)

Irrigated

- Bulbs- Tulips, Narcissus 'Exception' (600)
- Perennials- Dianthus 'Baths Pink', Coreopsis 'Zagreb', Hemerocallis 'Baja Red', Leucanthemum superba 'Becky', Liatris 'Kobold', Penstemon rubrum, Echinacea purpurea, Geranium sanguineum
- Groundcover- Vinca minor, Euonymus fortunei 'Coloratus'
- Shrubs - Euonymus alatus, Taxus x media 'Densiflora'
- Trees- Fraxinus pennsylvanica

EXHIBIT

A
- 9 of 14

EAST URN LOCATION LIST – 2016

<u>Urn Location</u>	<u>Urn Size & Irrigation Type</u>
96 th & Westfield Blvd	4 - 3' Urns with drip
106 th & Gray Rd	8' with spray and grasses
I.D.C. Building	7 - 3' Urns no irrigation
I.D.C. Building	5 - 6' Urns no irrigation
Sophia Building	16 - 2' Planters no irrigation
Sophia Building	2 - 2 ½' Planters no irrigation
Sophia Building	3 - 5' Planters no irrigation
City Center Complex	21 - 5' Planters no irrigation
City Center Complex	12 - 3' Planters no irrigation

CONTACT FOR QUESTIONS REGARDING CONTRACT DOCUMENTS

In compliance with the Instructions to Bidders, should any questions arise regarding the Contract Documents, the following person shall be contacted:

Dave Huffman
Carmel Street Department
3400 W. 131st Street
Carmel, IN 46074
Tel: (317) 733-2001
Fax: (317) 733-2005

EXHIBIT A
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**Maintenance Required:
Always sterilize pruners before, between,
and after pruning any plant. (SPE)**

March

Mulch all landscape beds in each location using “grade A” black dyed bark mulch (No Pallets)
New mulch to be added to beds is to be no less than 1” deep and should not be more than 2” deep

April

Trim and shape Ilex, Berberis, Buxus and Syringa BEFORE mulching
3” spade edge to beds, (unless on the do not edge list) beware of drip irrigation lines, and apply black dyed bark mulch (no pallets)
2” spade edge to tree rings
Apply 2” black dyed bark mulch (no pallets)
Apply no more than 1” black dyed bark mulch (no pallets) after summer annuals have been installed in the following areas:
-Childrens Smallest Art Gallery (East of Meridian Contract; does not apply for West of Meridian Contract)
-Downtown bump outs (East of Meridian Contract; does not apply for West of Meridian Contract)
Apply 3 month pre-emergent herbicide
Apply 3 month rose food to roses
Apply dormant oil on cotoneaster and Amelanchier, Juniperus, Euonymus groundcover and shrubs
Clean-up litter, dead plant material
Cut back ornamental grasses and ground cover to 6”, lirioppe to 3”
Remove any dead/dying branches from trees (SPE)
Remove any dead/dying branches from shrubs, trim and shape only after blooms are finished (SPE)
Remove brown/black canes and stems from roses, cut back to 2 feet (SPE)
Remove dead/dying branches from (shrubs and trees) junipers and Sambucus, Itea, especially cotoneaster
Remove suckers from base of trees (SPE)
Spot treat/remove weeds, litter on weekly basis
Trim dead/dying branches from junipers, taxus, Syringa and Berberis (SPE)
Trim drift roses to 6” in height after threat of frost is over (SPE)
Remove any dead/dying branches on junipers (SPE)
Spray herbicide on weeds on as needed basis to achieve a weed-free appearance.

May

Spray trees & shrubs for bagworms in late May if bagworms are present*

*At Bazbeaux Restaurant, do **NOT** spray if restaurant is open; only spray away from tables and chairs

Prune and shape Itea after blooming (cut back any overlong limbs) (SPE)

Remove suckers from base of trees (SPE)

Trim off any dead or brown branches on Juniperus

Spot treat/remove weeds, litter on weekly basis

Trim and shape Viburnum after blooms are faded (SPE)

Trim dead/dying branches from Juniperus, Taxus, Syringa and Berberis (SPE)

Trim Euonymus ground cover to 6-8" (SPE)

Hands prune Juniperus, remove dead/dying branches

Trim/shape Berberis (SPE)

Trim/shape Taxus, Buxus and Euonymus shrubs as needed

Trim/shape roses for uniformity (SPE)

Spray herbicide on weeds on as needed basis to achieve a weed-free appearance.

June

Re-spray trees & shrubs for bagworms in mid-June if bagworms are present

Prune (to specification) Viburnum shrubs after blooms have turned brown

Remove brown faded blooms and foliage from perennials as needed

Remove dead/dying branches from Juniperus (SPE)

Remove faded/brown blooms and foliage from spring bulbs and perennials as needed.

Remove suckers from base of trees (SPE)

Shape Amelanchier after blooms are finished, remove sprout and sucker growth, dead branches

Spot treat/remove weeds, litter on weekly basis

Trim & shape Berberis, Ilex, Weigela, Buxus and Taxus shrubs. Remove any dead/ dying braches (SPE)

Trim and shape Spirea after first flush of blooms have turned brown (SPE)

Trim and shape Viburnum shrubs after blooms have turned brown (SPE)

Trim Coreopsis back to half its height after blooms have faded

Trim Euonymus ground cover to 6-8" (SPE)

Prune Cercis, removing dead/broken branches

Trim/shape Cotoneaster and Myrica after blooming is finished

Trim/shape roses for uniformity (SPE)

Spray herbicide on weeds on as needed basis to achieve a weed-free appearance.

July

Apply 3 month pre-emergent herbicide to beds

Apply 3 month rose food to roses

Watch for poison ivy to emerge from under the shrubs, especially the *Euonymus alatus*, cut to ground, spray with appropriate chemical to obtain control

Nepeta should be trimmed after blooming to a consistent height of 8"

Remove faded/ brown blooms and foliage from spring bulbs and perennials as needed.

Remove suckers from base of trees (SPE)

Spot treat/remove weeds, litter on weekly basis

Trim and shape *Buxus* and *Taxus* shrubs

Trim *Coreopsis* back to half its height after blooms have faded

Trim dead/dying branches from *Junipers*, *Taxus*, *Syringa* and *Berberis* (SPE)

Trim *Euonymus* ground cover to 6-8" (SPE)

Trim ivy ground cover (*Hedera helix*) to 8" and prune it back from grass area

Hand prune *junipers*, *taxus*, *Buxus* and *euonymus*, *Berberis*, *Spiraea* shrubs as needed

Trim/shape roses for uniformity (SPE)

Cut *Leucanthemum* by 50 percent after first flush blooms are finished

Spray herbicide on weeds on as needed basis to achieve a weed-free appearance.

August

Watch for poison ivy to emerge from under the shrubs, especially the *Euonymus alatus*, cut to ground, spray with appropriate chemical to obtain control

Remove faded/ brown blooms and foliage from perennials

Remove suckers from base of trees (SPE)

Spot treat/remove weeds, litter on weekly basis

Trim and shape *Buxus* and *Taxus*

Trim *Euonymus* ground cover to 6-8" (SPE)

Trim/shape roses for uniformity (SPE)

Cut *Leucanthemum* by 50 percent after first flush blooms are finished

Spray herbicide on weeds on as needed basis to achieve a weed-free appearance.

September

Watch for poison ivy to emerge from under the shrubs, especially the *Euonymus alatus*, cut to ground, spray with appropriate chemical to obtain control

Cut back faded Hosta blooms and stems

Remove brown/spent blooms and foliage from perennials as needed

Remove dead/dying branches from Junipers, Sambucus, Itea, Ilex, Buxus and Cotoneaster (SPE)

Remove faded / brown perennial blooms and foliage (SPE), especially Hemerocallis and Echinacea

Remove suckers from base of trees (SPE)

Spot treat/remove weeds, litter on weekly basis

Trim and shape Buxus shrubs, Taxus, Ilex, Berberis, and Itea (SPE)

Trim *Euonymus* ground cover to 6-8" (SPE)

Trim ivy ground cover (*Hedera helix*) to 8" and prune it back from grass area

Trim/shape *Myrica* to a height of 4' (SPE)

Trim/shape roses as needed for uniformity (SPE)

Shear Taxus as needed

Spray herbicide on weeds on as needed basis to achieve a weed-free appearance.

October

Cut back faded Hosta blooms and stems

Cut *Leucanthemum* to 2 inches in height

Remove faded/ brown spent blooms and foliage from perennials (SPE), especially Hemerocallis

Remove spent blooms, stems and brown foliage from Hostas

Spot treat/remove weeds, litter on weekly basis

Trim and shape Buxus and Taxus

Trim *Euonymus* ground cover to 6-8" (SPE)

Trim faded blooms and foliage from Echinacea

Trim roses to no taller than 2 feet (SPE)

Trim/shape shrubs as needed (SPE)

Spray herbicide on weeds on as needed basis to achieve a weed-free appearance.

Late October/Early November

Cut perennials to 1", grasses and stone crop Sedums remain uncut through winter

Fall clean-up of dead plant material

Remove spent / brown Daylily blooms, foliage and stems

Trim back encroaching trees, branches, tall grasses

Spray herbicide on weeds on as needed basis to achieve a weed-free appearance.

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Henry Janzen, 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 Little Landscaping Inc (the "Employer") in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 29th day of February, 2016.

HJ
Printed: Henry Janzen

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.

HJ
Printed: Henry Janzen



Employment Eligibility Verification

Welcome
Marla Wallace

User ID
MWAL2090

Last Login
02:52 PM - 03/10/2014

Log Out



Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name:	Hittle Landscaping, Inc.	View / Edit
Company ID Number:	676909	
Doing Business As (DBA) Name:		
DUNS Number:		
Physical Location:		Mailing Address:
Address 1:	17778 Sun Park Drive	Address 1:
Address 2:		Address 2:
City:	Westfield	City:
State:	IN	State:
Zip Code:	46074	Zip Code:
County:	HAMILTON	
Additional Information:		
Employer Identification Number: 352113152		
Total Number of Employees: 100 to 499		
Parent Organization:		
Administrator:		
Organization Designation:		
Employer Category:	None of these categories apply	

NAICS Code:	236 - SPECIALTY TRADE CONTRACTORS	View / Edit
Total Hiring Sites:	1	View / Edit
Total Points of Contact:	3	View / Edit

[View MOU](#)



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 Hittle's Landscaping, Inc. an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

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

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-504.00 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 One Hundred Seventeen Thousand Thirty Eight Dollars (\$117,038.00) (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.

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, 2016 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.

CONTRACT CHECKLIST

Department: Carmel Street Department

Department Head or designee and telephone number: David Huffman; 317-733-2001

Vendor name, contact, telephone/ fax numbers and address: Hittle's Landscaping, Inc
11778 San Park Dr, Westfield, IN, 46074 Dave Funkhouser
317-293-5739

Request BPW Date: ASAP

Moving East of 31

Contract Type:

a. Materials (supplies, equipment, etc)

b. Service (consulting, training, etc)

c. Public Works projects subject to formal bid package/ procedures

\$ 117,038⁰⁰

Date and Initials

3-8-16 D.H. 1. Contract approved as to business terms by Department Director and/or designee
2201-43-504 Grounds Maint + MUF 101,803.64
3-8-16 D.H. 2. 1206-43-504 a. Line Item and Major Budget Classification, or General Fund 15,234.36

_____ b. Request Board Approval on condition precedent that sufficient funds are appropriated (for Service Contracts Only).

_____ 3. Original of contract and this checklist to BPW Secretary

_____ 4. Contract approved as to form by DOL

_____ 5. Contract returned to sponsoring Department (to obtain vendor's signatures)

_____ 6. Signed contract submitted to BPW Secretary for placement on BPW Agenda

_____ 7. BPW consideration: _____ Approved

_____ Disapproved

EXHIBIT A
1 of 13

TECHNICAL SPECIFICATIONS
EAST OF MERIDIAN

TS-1 CONTACT FOR QUESTIONS REGARDING CONTRACT DOCUMENTS

In compliance with the Instructions to Bidders, should any questions arise regarding the Contract Documents, the following person shall be contacted:

Dave Huffman
Carmel Street Department
3400 W. 131st Street
Carmel, IN 46074
Tel: (317) 733-2001
Fax: (317) 733-2005

Should a bidder or its agents receive any clarification, direction, suggestions, or correction to the Contract Documents that is not issued by a written addenda from the OWNER within 7 calendar days prior to the Bid Date, no consideration will be given to the CONTRACTOR for errors, omissions, etc., on which its Bid was based.

As a condition precedent to being awarded this contract, the bidder understands and agrees to dedicate a crew to perform the work required herein that is wholly comprised of persons whom the bidder has not assigned to perform the same or similar work for the City pursuant to a separate contract. In other words, if the bidder is awarded two or more mowing and/or landscaping-related City contracts, it cannot assign the same personnel to perform work under or pursuant to more than one of these mowing and/or landscaping-related City contracts.

TS-2 PROJECT SCOPE

Provide ground care and maintenance for the rights-of-way, landscape easements and medians of the following: **(AREAS IN RED ARE OUT OF THE RIGHT-OF-WAY, AND MUST BE BILLED SEPARATELY- NEW AREAS ARE IN BOLD)**

96 th St. Medians East and West of Gray Rd. 18,408 Sq. Ft.	0.43 Acres
116 th St. – College Ave. to Keystone Roundabout R.O.W. and 9 Medians (297 Trees) 46,894 Sq. Ft.	1.08 Acres
116th St & US-31 Interchange/ Pennsylvania St Roundabout 113,368 Sq. Ft.	2.6 Acres
131 st St.- Illinois St to Old Meridian St. 205,608 Sq. Ft.	4.7 Acres

EXHIBIT A
2 of 13

136th St & US-31/ Rohrer Rd./ Smokey Row Rd. 272,115 Sq. Ft.	6.2 Acres
136 th St. (Smokey Row) and Range Line Rd. Roundabout only. Irrigated 1,590 Sq. Ft.	0.04 Acres
Avian Way / Cherry Creek Blvd. and Hazel Dell Pkwy. Roundabout turf, 4 divider islands, and R.O.W. 8,585 Sq. Ft.	0.20 Acres
Carmel Dr. & US- 31- Illinois St to Pennsylvania St. 26,260 Sq. Ft.	0.60 Acres
Grand Blvd- Old Meridian St. to Main St. 57,898 Sq. Ft.	1.3 Acres
Keystone Ave. Medians S. of 106 th St. to N. of 136 th St. 200,376 Sq. Ft.	4.60 Acres
Keystone Pkwy. And 106 th St. Roundabout, entrance and exit ramps, and R.O.W. turf 61,876 Sq. Ft.	1.42 Acres
Keystone Pkwy. And 116 th St. Roundabout, entrance and exit ramps, and R.O.W. turf 38,061 Sq. Ft.	0.873 Acres
Keystone Pkwy. And Carmel Dr. Roundabout, entrance and exit ramps, and R.O.W. turf 54,767 Sq. Ft.	1.26 Acres
Keystone Pkwy. And 126 th St. Roundabout, entrance and exit ramps, and R.O.W. turf 64,083 Sq. Ft.	1.47 Acres
Keystone Pkwy. And 131 st St. (Main St.) Roundabout, entrance and exit ramps, and R.O.W. turf 75,127 Sq. Ft.	1.73 Acres
Keystone Pkwy. And 136 th St. (Smoky Row) Roundabout, entrance and exit ramps, and R.O.W. turf 144,719 Sq. Ft.	3.32 Acres
Carmel Police Station Irrigated 20,000 Sq. Ft.	0.46 Acres
Carmel Japanese Garden Irrigated 30,000 Sq. Ft.	0.69 Acres

EXHIBIT A
3 of 13

Carmel City Hall Irrigated 45,000 Sq. Ft. *North Lawn of City Hall to be mowed twice per week; Monday and Thursday*	1.03 Acres
Carmel Fire Station and North Parking Lot Irrigated 32,000 Sq. Ft.	0.73 Acres
City Center Dr. – Carmel Garden St. to Pennsylvania Pkwy. Medians and R.O.W. (376 Trees) Not irrigated 228,055 Sq. Ft.	5.24 Acres
College Ave—between 116 th St and Pennsylvania Pkwy Medians and R.O.W. 16,117 Sq. Ft.	0.37 Acres
Congressional Blvd—between Pennsylvania Pkwy and City Center Dr Islands and R.O.W. 40,511 Sq. Ft.	0.93 Acres
Grande Blvd. East – Old Meridian to Guilford 2 Medians and R.O.W. (57 Trees) 25,124 Sq. Ft.	0.58 Acres
Gray Rd. – 96 th St. to 106 th St. Medians, R.O.W. and turf at Roundabout at 106 th St. (217 Trees) 261,360 Sq. Ft.	6.00 Acres
Hazel Dell Pkwy. – 96 th St. to 146 th St. Including Roundabout Lawn, Medians, R.O.W. (2000 Trees) 2,695,976 Sq. Ft.	61.89 Acres
Old Meridian St. – Pennsylvania to Guilford R.O.W., Medians, 4 Roundabouts 68,209 Sq. Ft.	1.57 Acres
Palladium and The Green at City Center All turf 102,003 Sq. Ft. *Including City Center Landscape Beds N of City Center Building* *The Green MUST be mowed <u>Thursday</u> of each week*	2.34 Acres
Pennsylvania St. Medians Old Meridian to 103 rd St. 291,416 Sq. Ft.	6.69 Acres
Pointe Pkwy. Medians Only 6,098 Sq. Ft.	0.14 Acres
River Rd & Haverton Way Islands 25,580 Sq. Ft.	0.58 Acres

EXHIBIT A
4 of B

Veterans Memorial Lawn
3rd Ave across from the Palladium and Center Green
20,000 Sq. Ft. 0.46 Acres

Westfield Blvd. – 99th St. to 96th St.
Includes Medians, R.O.W., and Divider Islands (106 Trees)
411,847 Sq. Ft. 9.45 Acres

Total 130.97 Acres

Such Project work includes mowing and trimming of turf, the pickup and removal of litter, fertilization, herbicide application, and the control of weeds within turf along listed roadway areas. Labor, material and equipment will be supplied by CONTRACTOR. CONTRACTOR shall be responsible for the timely and acceptable performance of all work necessary to accomplish the Project described herein. The same hourly mowing rate of pay shall be used for all additional roads that may be added.

TS-3 WELLHEAD PROTECTION

The majority of the Project will be constructed through a wellhead protection area and in close proximity to several of the OWNER’S wells that provide a large portion of the City of Carmel’s drinking water supply. As such, the following requirements must be strictly observed.

- A. Handling and storage of petroleum and chemical products must be done in a safe manner.
- B. Petroleum and chemical products shall not be stored within a 200-foot radius of a well.
- C. Vehicles shall not park or be stored within a 200 - foot radius of a well.
- D. Petroleum or chemical spills must be reported immediately to the Carmel Hazmat Team and to the OWNER regardless of the size of the spill. The Carmel Hazmat Team can be reached by telephone at the “911” emergency number or at 571-2580.

TS-4 HOLIDAYS WHEN WORK IS NOT PERMITTED

The Contractor shall not perform any work on the Project which requires traffic control on the following days:

- A. Sundays
- B. Memorial Day

- C. Independence Day
- D. Labor Day
- E. Thanksgiving Day and the day after Thanksgiving

This requirement may be waived by the OWNER in its sole discretion, if requested in writing and in advance of such Work.

TS-5 MOWING SPECIFICATIONS

- 5.1 Mowing Period – The Project mowing period shall begin on April 1, 2016 and continue through November 30, 2016 inclusive.
- 5.2 Quality – The area to be mowed must be mowed weekly so as to maintain a quality appearance, including trimming along curbs (see 5.3 for exception). Under no circumstances will the work site be left with patches of un-mowed grass, clumps of grass, or mowed-over litter. CONTRACTOR shall not blow into nor leave grass clippings on any streets or on sidewalks.
- 5.3 Grass Height - Grass that is not at least three (3) inches high shall constitute lack of need. Grass that is taller than three (3) inches shall be mowed to a minimum height of three (3) inches.
- 5.4 Clippings – Clippings are not to be blown into mulched areas, including tree rings, shrub beds or stone mulched areas. Grass clippings shall be recycled onto the turf with mowing equipment designed to recycle the clippings. Any clippings that are so thick as to lie on top of the mowed grass shall be dispersed by re-mowing, raking, or blowing until they are no longer noticeable.
- 5.5 Tree Leaves – Tree leaves are to be mulched and recycled back onto the turf using equipment that is designed for this purpose.
- 5.6 Trimming - Concurrent with its lawn mowing services, CONTRACTOR shall string trim around curbs, mulch tree rings, shrubs and planting beds where necessary and otherwise at the discretion and direction of OWNER. No trimming of any tree limbs is permitted.
- 5.7 Trimming damage – Trimming shall be performed in a manner that does not damage any plant material. Damage to plant material shall be promptly repaired or replaced by CONTRACTOR at its own expense.
- 5.8 Litter removal - CONTRACTOR shall remove all litter from grass, shrubs and planting beds before mowing or trimming same. Litter will be maintained and continued on a weekly basis through the term of the contract.

TS-6 TURF FERTILIZATION AND HERBICIDE

- 6.1 Frequency of fertilization – **All non irrigated turf areas** shall be fertilized a minimum of 2 times a year, of no more than 1 lb. of actual nitrogen per 1,000 sq. ft. per application, with a total of no less than 1.75 lb. of actual nitrogen per 1,000 sq. ft. per year. The first mandatory application to occur no earlier than March 1, 2016, and no later than May 15, 2016, and the second mandatory application to occur no earlier than September 1, 2016, and no later than November 30, 2016.
- 6.2 Fertilizer Type – All fertilizer applied shall be a sulfur coated, slow release fertilizer containing nitrogen, phosphorus, and potassium in a form available for plant use.
- 6.3 **All irrigated turf areas** are to be on an approved care program which includes the minimum applications of:
1. Early Spring fertilization with a crabgrass pre-emergent
 2. Spring fertilization (slow release) with broadleaf weed killer if broadleaf weeds are present
 3. Early Fall fertilization with broadleaf weed killer
 4. Late Fall fertilization
- Additional applications may be applied a total of no less than 3 lbs. of actual Nitrogen / 1000 sq. ft. during the growing season. No less than 0.50 lbs. N / 1000 sq. ft. and no more than 0.75 lbs. N / 1000 sq. ft. to be applied in any one application with the exception of late Fall fertilization which can be up to 1.50 lbs. N / 1000 sq. ft. and no less than 1.0 lbs N / 1000 sq. ft. Turf areas should be kept relatively weed free. Additional applications of herbicides may be necessary to control weeds. These applications are to be done at the CONTRACTOR'S expense.
- 6.4 Frequency of pre-emergent crabgrass and broadleaf herbicide application – All turf areas shall have a pre-emergent crabgrass herbicide applied once in the early spring within a three-week window of application depending on weather of April 1, 2016. All turf areas shall also have a broadleaf herbicide applied thereto a minimum of 2 times a year, the first mandatory application to occur no earlier than April 15, 2016, and no later than May 30, 2016, and the second mandatory application to occur no earlier than September 1, 2016, and no later than October 15, 2016.
- 6.5 Sample Label - CONTRACTOR shall submit a sample label for all fertilizers and herbicides it proposes to use and obtain OWNER'S approval of same before applying same to any turf area.

- 6.6 Notification - OWNER must be notified by CONTRACTOR in writing at least seven (7) calendar days in advance of any intended application of fertilization and/or herbicide application. An e-mail with the activity (application amount and date of the activity) is the preferred method of contact; a phone call is not an acceptable method of contact.
- 6.7 Fertilizer Application Method – All fertilizer shall be spread with a rotary, broadcast spreader in such a manner as to insure even coverage, with no streaking.
- 6.8 Certification - CONTRACTOR shall be certified and hold all required applicators licenses from the State of Indiana to perform the obligations set forth in the Section.
- 6.9 Compliance – CONTRACTOR shall comply with all environmental, and chemical, and all other applicable LAWS in performing its obligations under this Section.
- 6.10 Fertilizer Clean-up – CONTRACTOR shall clean up granular fertilizer from roads and sidewalks.

ADDENDUM #1

TECHNICAL SPECIFICATIONS
EAST OF MERIDIAN

TS-1 CONTACT FOR QUESTIONS REGARDING CONTRACT DOCUMENTS

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Dave Huffman
Carmel Street Department
3400 W. 131st Street
Carmel, IN 46074
Tel: (317) 733-2001
Fax: (317) 733-2005

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EXHIBIT A
9 of 13

ADDENDUM #1

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Carmel Dr. & US- 31- Illinois St to Pennsylvania St. 26,260 Sq. Ft.	0.60 Acres
Grand Blvd- Old Meridian St. to Main St. 57,898 Sq. Ft.	1.3 Acres
Keystone Ave. Medians S. of 106 th St. to N. of 136 th St. 200,376 Sq. Ft.	4.60 Acres
Keystone Pkwy. And 106 th St. Roundabout, entrance and exit ramps, and R.O.W. turf 61,876 Sq. Ft.	1.42 Acres
Keystone Pkwy. And 116 th St. Roundabout, entrance and exit ramps, and R.O.W. turf 38,061 Sq. Ft.	0.873 Acres
Keystone Pkwy. And Carmel Dr. Roundabout, entrance and exit ramps, and R.O.W. turf 54,767 Sq. Ft.	1.26 Acres
Keystone Pkwy. And 126 th St. Roundabout, entrance and exit ramps, and R.O.W. turf 64,083 Sq. Ft.	1.47 Acres
Keystone Pkwy. And 131 st St. (Main St.) Roundabout, entrance and exit ramps, and R.O.W. turf 75,127 Sq. Ft.	1.73 Acres
Keystone Pkwy. And 136 th St. (Smoky Row) Roundabout, entrance and exit ramps, and R.O.W. turf 144,719 Sq. Ft.	3.32 Acres
Carmel Police Station Irrigated 20,000 Sq. Ft.	0.46 Acres
Carmel Japanese Garden Irrigated 30,000 Sq. Ft.	0.69 Acres

EXHIBIT A
10 of 13

ADDENDUM #1

Carmel City Hall Irrigated 45,000 Sq. Ft. *North Lawn of City Hall to be mowed twice per week; Monday and Thursday*	1.03 Acres
Carmel Fire Station and North Parking Lot Irrigated 32,000 Sq. Ft.	0.73 Acres
City Center Dr. – Carmel Garden St. to Pennsylvania Pkwy. Medians and R.O.W. (376 Trees) Not irrigated 228,055 Sq. Ft.	5.24 Acres
College Ave—between 116 th St and Pennsylvania Pkwy Medians and R.O.W. 16,117 Sq. Ft.	0.37 Acres
Congressional Blvd—between Pennsylvania Pkwy and City Center Dr Islands and R.O.W. 40,511 Sq. Ft.	0.93 Acres
Grande Blvd. East – Old Meridian to Guilford 2 Medians and R.O.W. (57 Trees) 25,124 Sq. Ft.	0.58 Acres
Gray Rd. – 96 th St. to 106 th St. Medians, R.O.W. and turf at Roundabout at 106 th St. (217 Trees) 261,360 Sq. Ft.	6.00 Acres
Hazel Dell Pkwy. – 96 th St. to 146 th St. Including Roundabout Lawn, Medians, R.O.W. (2000 Trees) 2,695,976 Sq. Ft.	61.89 Acres
Old Meridian St. – Pennsylvania to Guilford R.O.W., Medians, 4 Roundabouts 68,209 Sq. Ft.	1.57 Acres
Palladium and The Green at City Center All turf 102,003 Sq. Ft. *Including City Center Landscape Beds N of City Center Building* *The Green MUST be mowed <u>Thursday</u> of each week*	2.34 Acres
Pennsylvania St. Medians Old Meridian to 103 rd St. 291,416 Sq. Ft.	6.69 Acres
Pointe Pkwy. Medians Only 6,098 Sq. Ft.	0.14 Acres
River Rd & Haverton Way Islands 25,580 Sq. Ft.	0.58 Acres

EXHIBIT A
11 of B

ADDENDUM #1

Veterans Memorial Lawn 3 rd Ave across from the Palladium and Center Green 20,000 Sq. Ft.	0.46 Acres
Westfield Blvd. – 99 th St. to 96 th St. Includes Medians, R.O.W., and Divider Islands (106 Trees) 411,847 Sq. Ft.	9.45 Acres

Total **130.97 Acres**

Such Project work includes mowing and trimming of turf, the pickup and removal of litter, and the control of weeds within turf along listed roadway areas. Labor, material and equipment will be supplied by CONTRACTOR. CONTRACTOR shall be responsible for the timely and acceptable performance of all work necessary to accomplish the Project described herein. The same hourly mowing rate of pay shall be used for all additional roads that may be added.

TS-3 WELLHEAD PROTECTION

The majority of the Project will be constructed through a wellhead protection area and in close proximity to several of the OWNER'S wells that provide a large portion of the City of Carmel's drinking water supply. As such, the following requirements must be strictly observed.

- A. Handling and storage of petroleum and chemical products must be done in a safe manner.
- B. Petroleum and chemical products shall not be stored within a 200-foot radius of a well.
- C. Vehicles shall not park or be stored within a 200 - foot radius of a well.
- D. Petroleum or chemical spills must be reported immediately to the Carmel Hazmat Team and to the OWNER regardless of the size of the spill. The Carmel Hazmat Team can be reached by telephone at the "911" emergency number or at 571-2580.

TS-4 HOLIDAYS WHEN WORK IS NOT PERMITTED

The Contractor shall not perform any work on the Project which requires traffic control on the following days:

- A. Sundays
- B. Memorial Day
- C. Independence Day

EXHIBIT A
12 of 13

ADDENDUM #1

- D. Labor Day
- E. Thanksgiving Day and the day after Thanksgiving

This requirement may be waived by the OWNER in its sole discretion, if requested in writing and in advance of such Work.

TS-5 MOWING SPECIFICATIONS

- 5.1 Mowing Period – The Project mowing period shall begin on April 1, 2016 and continue through November 30, 2016 inclusive.
- 5.2 Quality – The area to be mowed must be mowed weekly so as to maintain a quality appearance, including trimming along curbs (see 5.3 for exception). Under no circumstances will the work site be left with patches of un-mowed grass, clumps of grass, or mowed-over litter. CONTRACTOR shall not blow into nor leave grass clippings on any streets or on sidewalks.
- 5.3 Grass Height - Grass that is not at least three (3) inches high shall constitute lack of need. Grass that is taller than three (3) inches shall be mowed to a minimum height of three (3) inches.
- 5.4 Clippings – Clippings are not to be blown into mulched areas, including tree rings, shrub beds or stone mulched areas. Grass clippings shall be recycled onto the turf with mowing equipment designed to recycle the clippings. Any clippings that are so thick as to lie on top of the mowed grass shall be dispersed by re-mowing, raking, or blowing until they are no longer noticeable.
- 5.5 Tree Leaves – Tree leaves are to be mulched and recycled back onto the turf using equipment that is designed for this purpose.
- 5.6 Trimming - Concurrent with its lawn mowing services, CONTRACTOR shall string trim around curbs, mulch tree rings, shrubs and planting beds where necessary and otherwise at the discretion and direction of OWNER. No trimming of any tree limbs is permitted.
- 5.7 Trimming damage – Trimming shall be performed in a manner that does not damage any plant material. Damage to plant material shall be promptly repaired or replaced by CONTRACTOR at its own expense.
- 5.8 Litter removal - CONTRACTOR shall remove all litter from grass, shrubs and planting beds before mowing or trimming same. Litter will be maintained and continued on a weekly basis through the term of the contract.

END OF TECHNICAL SPECIFICATIONS FOR MOWING

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Henry Janzen, 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 Little Landscaping, Inc (the "Employer") in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 29th day of February, 2016.

[Signature]
Printed: Henry Janzen

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.

[Signature]
Printed: Henry Janzen



Employment Eligibility Verification



Welcome
Marla Wallace

User ID
MWAL2090

Last Login
02:52 PM - 03/10/2014

Log Out

Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name:	Hittle Landscaping, Inc.	View / Edit
Company ID Number:	676909	
Doing Business As (DBA) Name:		
DUNS Number:		
Physical Location:		Mailing Address:
Address 1:	17778 Sun Park Drive	Address 1:
Address 2:		Address 2:
City:	Westfield	City:
State:	IN	State:
Zip Code:	46074	Zip Code:
County:	HAMILTON	
Additional Information:		
Employer Identification Number:	352113152	
Total Number of Employees:	100 to 499	
Parent Organization:		
Administrator:		
Organization Designation:		
Employer Category:	None of these categories apply	

NAICS Code:	238 - SPECIALTY TRADE CONTRACTORS	View / Edit
Total Hiring Sites:	1	View / Edit
Total Points of Contact:	3	View / Edit

[View MOU](#)



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 Hittle's Landscaping, Inc. an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

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

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-504.00 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 Forty Eight Thousand Eight Hundred Eighty Eight Dollars and Eighty Four Cents (\$48,888.84) (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, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor: Hittle's Landscaping, Inc.
11778 Sun Park Drive
Westfield, Indiana 46073
ATTENTION: Dave Funkhouser

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, 2016 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.

Hittle's Landscaping, Inc.
Street Department - 2016
Appropriation #43-504.00; P.O. #33491, 33495
Contract Not To Exceed \$48,888.84

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

CITY OF CARMEL, INDIANA

Hittle's Landscaping, Inc.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: _____

Authorized Signature

964-
HENRY JANZEN

Printed Name

Mary Ann Burke, Member

Date: _____

President

Title

Lori S. Watson, Member

Date: _____

FID/TIN: 35-2113152

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: MAR 22/16

Christine S. Pauley, Clerk-Treasurer

Date: _____

2016 ADDITIONAL MOWING PACKAGE TOTAL

	TOTAL
BID AMOUNT	\$ 48,888.84

THIS IS TO BE THE FIRST PAGE OF ENTIRE BID.

EXHIBIT A
1 of 11

TECHNICAL SPECIFICATIONS

TS-1 CONTACT FOR QUESTIONS REGARDING CONTRACT DOCUMENTS

In compliance with the Instructions to Bidders, should any questions arise regarding the Contract Documents, the following person shall be contacted:

Dave Huffman
Carmel Street Department
3400 W. 131st Street
Carmel, IN 46074
Tel: (317) 733-2001
Fax: (317) 733-2005

Should a bidder or its agents receive any clarification, direction, suggestions, or correction to the Contract Documents that is not issued by a written addenda from the OWNER within 7 calendar days prior to the Bid Date, no consideration will be given to the CONTRACTOR for errors, omissions, etc., on which its Bid was based.

As a condition precedent to being awarded this contract, the bidder understands and agrees to dedicate a crew to perform the work required herein that is wholly comprised of persons whom the bidder has not assigned to perform the same or similar work for the City pursuant to a separate contract. In other words, if the bidder is awarded two or more mowing and/or landscaping-related City contracts, it cannot assign the same personnel to perform work under or pursuant to more than one of these mowing and/or landscaping-related City contracts.

TS-2 PROJECT SCOPE

Provide ground care and maintenance for the rights-of-way, landscape easements and medians of the following: (AREAS IN RED ARE OUT OF THE RIGHT-OF-WAY, AND MUST BE BILLED SEPARATELY- NEW AREAS ARE IN BOLD)

S.W. Corner of Guilford & Carmel Dr 2,320 Sq. Ft.	0.05 Acres
5840 & 6020 E. 116 th St 19,162 Sq. Ft.	0.43 Acres
106 th St- West of Gray Rd North side at hill 22,440 Sq. Ft.	0.51 Acres
136 th St & Illinois St Weed-eat by handrail 3,982 Sq. Ft.	0.09 Acres

EXHIBIT A
2 of 11

106 th Pl & Lexington Ln 5,152 Sq. Ft.	0.11 Acres
106 th St & Gray Rd West side by walking path 5,160 Sq. Ft.	0.11 Acres
116 th St & College Ave S.W. Corner 18,699 Sq. Ft.	0.42 Acres
Main St & Brookshire Pkwy to Gray Rd South side 21,669 Sq. Ft.	0.49 Acres
Four points around Cool Creek Bridge on 126 th St 30,180 Sq. Ft.	0.69 Acres
116 th St- East of Hazel Dell North side 7,770 Sq. Ft.	0.17 Acres
116 th St & Gray Rd- North to bridge 5,700 Sq. Ft.	0.13 Acres
126 th St at bridge & Golf course at Water plant 17,534 Sq. Ft.	0.40 Acres
126 th St & High Dr N.E. Corner 7,222 Sq. Ft.	0.16 Acres
116 th St & Ruckle North side at guardrail 15,021 Sq. Ft.	0.34 Acres
116 th St & Eden Glen Dr North East corner- Weed-eat 1,476 Sq. Ft.	0.03 Acres
Main St- East of Gray Rd to woods South side 34,848 Sq. Ft.	0.80 Acres
136 th St & Gray Rd South West corner and East side- Weed-eat 6,497 Sq. Ft.	0.14 Acres
Carmel Dr & Gradle Dr Side ditch 4,550 Sq. Ft.	0.10 Acres
Gray Rd & Main St South almost to Wembley Rd- both sides 75,551 Sq. Ft.	1.70 Acres

Gray Rd- from 116 th St to 106 th St West side 30,770 Sq. Ft.	0.70 Acres
Guilford Rd- North of Main St East side 3,200 Sq. Ft.	0.07 Acres
126 th St & Brookshire Pkwy 21,669 Sq. Ft.	0.49 Acres
Main St & Sherman Dr S.W. Corner- East and West 27,675 Sq. Ft.	0.63 Acres
Gray Rd- Eyebrows North of Gray Rd on West side of Road 22,824 Sq. Ft.	0.52 Acres
Rohrer Rd Across from Monon Parking Lot 6,917 Sq. Ft.	0.15 Acres
Rohrer Rd- S of 146 th St East side 5,040 Sq. Ft.	0.11 Acres
122 nd St & River Rd to Medalist Pkwy 33,440 Sq. Ft.	0.76 Acres
126 th St & River Rd West to Lynnwood Blvd 37,844 Sq. Ft.	0.86 Acres
Old Meeting Hall South East Corner of 1 st Ave and 1 st St SE 1,996 Sq. Ft.	0.02 Acres
96 th St and Sycamore Rd East and West side 4,829 Sq. Ft.	0.11 Acres
12000 Shelborne Rd 26,283 Sq. Ft.	0.6 Acres
Cherry Tree Rd The ditch at the curve 1,718 Sq. Ft.	0.03 Acres
116 th St from Hazel Dell to River Rd South side 15,973 Sq. Ft.	0.36 Acres
Commerce Dr- 99 th St to Retail Pkwy East side 16,380 Sq. Ft.	0.37 Acres

EXHIBIT A

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98 th St at Keystone Islands 5,900 Sq. Ft.	0.13 Acres
Lakefront Ct & Carmel Dr 11,086 Sq. Ft.	0.25 Acres
Grand Blvd- West end North side 6,965 Sq. Ft.	0.15 Acres
Chester Rd & Lakewood Dr 3,320 Sq. Ft.	0.07 Acres
River Rd- 122 nd St to 126 th St 51,177 Sq. Ft.	1.17 Acres
116 th St & Gray Rd To the white church 33,344 Sq. Ft.	0.76 Acres
Clay Center Rd North of 116 th St 5,838 Sq. Ft.	0.13 Acres
Clay Terrace Blvd & US-31 at N Rangeline Rd 9,843 Sq. Ft.	0.22 Acres
All of Main St & Gray Rd & Brookshire Pkwy 149,927 Sq. Ft.	3.44 Acres
Springmill Rd at 465 N & S of bridge to 96 th St 73050 Sq. Ft.	1.67 Acres
106 th St-- Ditch Rd to Towne Rd North side ROW 82,681 Sq. Ft.	1.90 Acres
City Center Dog Park On South Side of City Center; West of Rangeline on S side of Road 2,827 Sq. Ft.	0.07 Acres
106 th St- ROW Property East of Westfield Blvd South side 4 sections 19,523 Sq. Ft.	0.45 Acres
407 Smokey Row Rd 4,983 Sq. Ft.	0.11 Acres
Carey Rd- from 146 th St to Hawthorne Dr East side 1,699 Sq. Ft.	0.039 Acres

City Center Dr—from Carmel Garden to E. of Rangeline Rd 180,991 Sq. Ft.	4.16 Acres
Clark St—from Carmel Dr to Adams to Guilford Rd 13,639 Sq. Ft.	0.31 Acres
Indiana Design Building 1 st St SW & Rangeline Rd 1,376 Sq. Ft.	0.03 Acres
Rangeline Rd & Smokey Row Rd RAB 36,150 Sq. Ft.	0.83 Acres
Hawthorne Dr & Smokey Row Rd 52,751 Sq. Ft.	1.21 Acres
College Ave & I-465 Hills 1,320 Sq. Ft.	0.03 Acres
702 Adams Corner Lot 19,689 Sq. Ft.	0.45 Acres
Main St & Hawthorne Dr N & S side of road- E & W of Hawthorne Dr 73,094 Sq. Ft.	1.68 Acres
Main St- E of Hazel Dell Pkwy South side to Double Eagle Dr 65,975 Sq. Ft.	1.51 Acres
Harrowgate to Maplecrest Dr South side to bridge 2,980 Sq. Ft.	0.07 Acres
Main St South side by last bridge to RAB at River Rd 79,061 Sq. Ft.	1.82 Acres
Grassy Area Across from Silver Door Salon at City Center 545 Sq. Ft.	0.01 Acres
Rangeline Rd—3 rd St SW to Creekside Dr South of 116 th St 5,576 Sq. Ft.	0.13 Acres
96 th & Westfield Blvd NE Corner Lot All 45,490 Sq. Ft.	1.04 Acres
Saddlebrook Addition From Towne Rd to Ditch Rd 91,389 Sq. Ft.	2.01 Acres

Clay Center Rd South of Main St- Guardrails 3,746 Sq. Ft.	0.09 Acres
141 st St & Ivy Bridge Dr South side to Buckhorn Dr 7,897 Sq. Ft.	0.18 Acres
116 th St & SR 31 NE and SE Islands (2) 2,178 Sq. Ft.	0.05 Acres
Pawnee Rd & 126 th St 20,800 Sq. Ft.	0.48 Acres
Fire Station at 106 th St & Shelborne Rd 23,802 Sq. Ft.	0.55 Acres
106 th St & Springmill RAB Area 5,571 Sq. Ft.	0.13 Acres
106 th St & Township Line Rd Northbound island 26,985 Sq. Ft.	0.62 Acres
106 th St & Shelborne Rd North of Fire Station West side of road to church 23,801 Sq. Ft.	0.55 Acres
116 th St to Towne Rd SW corner 81,222 Sq. Ft.	1.86 Acres
Illinois St & 111 th St Roundabout & Splinter Islands 4,100 Sq. Ft.	0.09 Acres
Illinois St & Springmill Turf Roundabout & Splinter Islands 8,695 Sq. Ft.	0.20 Acres
Illinois Median Between 116 th St and 111 th St 22,965 Sq. Ft.	0.53 Acres

Total	1,925,442 Sq. Ft.	43.829 Acres
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Such Project work includes mowing and trimming of turf, the pickup and removal of litter, fertilization, herbicide application, and the control of weeds within turf along listed roadway areas. Labor, material and equipment will be supplied by CONTRACTOR. CONTRACTOR shall be responsible for the timely and acceptable performance of all work necessary to

EXHIBIT A
7 of 11

accomplish the Project described herein. The same hourly mowing rate of pay shall be used for all additional roads that may be added.

TS-3 WELLHEAD PROTECTION

The majority of the Project will be constructed through a wellhead protection area and in close proximity to several of the OWNER'S wells that provide a large portion of the City of Carmel's drinking water supply. As such, the following requirements must be strictly observed.

- A. Handling and storage of petroleum and chemical products must be done in a safe manner.
- B. Petroleum and chemical products shall not be stored within a 200-foot radius of a well.
- C. Vehicles shall not park or be stored within a 200 - foot radius of a well.
- D. Petroleum or chemical spills must be reported immediately to the Carmel Hazmat Team and to the OWNER regardless of the size of the spill. The Carmel Hazmat Team can be reached by telephone at the "911" emergency number or at 571-2580.

TS-4 HOLIDAYS WHEN WORK IS NOT PERMITTED

The Contractor shall not perform any work on the Project which requires traffic control on the following days:

- A. Sundays
- B. Memorial Day
- C. Independence Day
- D. Labor Day
- E. Thanksgiving Day and the day after Thanksgiving

This requirement may be waived by the OWNER in its sole discretion, if requested in writing and in advance of such Work.

TS-5 MOWING SPECIFICATIONS

- 5.1 Mowing Period – The Project mowing period shall begin on April 1, 2016 and continue through November 30, 2016 inclusive.
- 5.2 Quality – The area to be mowed must be mowed weekly so as to maintain a quality appearance, including trimming along curbs (see 5.3 for exception). Under no circumstances will the work site be left with patches of un-mowed

grass, clumps of grass, or mowed-over litter. CONTRACTOR shall not blow into nor leave grass clippings on any streets or on sidewalks.

- 5.3 Grass Height - Grass that is not at least three (3) inches high shall constitute lack of need. Grass that is taller than three (3) inches shall be mowed to a minimum height of three (3) inches.
- 5.4 Clippings – Clippings are not to be blown into mulched areas, including tree rings, shrub beds or stone mulched areas. Grass clippings shall be recycled onto the turf with mowing equipment designed to recycle the clippings. Any clippings that are so thick as to lie on top of the mowed grass shall be dispersed by re-mowing, raking, or blowing until they are no longer noticeable.
- 5.5 Tree Leaves – Tree leaves are to be mulched and recycled back onto the turf using equipment that is designed for this purpose.
- 5.6 Trimming - Concurrent with its lawn mowing services, CONTRACTOR shall string trim around curbs, mulch tree rings, shrubs and planting beds where necessary and otherwise at the discretion and direction of OWNER. No trimming of any tree limbs is permitted.
- 5.7 Trimming damage – Trimming shall be performed in a manner that does not damage any plant material. Damage to plant material shall be promptly repaired or replaced by CONTRACTOR at its own expense.
- 5.8 Litter removal - CONTRACTOR shall remove all litter from grass, shrubs and planting beds before mowing or trimming same. Litter will be maintained and continued on a weekly basis through the term of the contract.

TS-6 TURF FERTILIZATION AND HERBICIDE

- 6.1 Frequency of fertilization – **All non irrigated turf areas** shall be fertilized a minimum of 2 times a year, of no more than 1 lb. of actual nitrogen per 1,000 sq. ft. per application, with a total of no less than 1.75 lb. of actual nitrogen per 1,000 sq. ft. per year. The first mandatory application to occur no earlier than March 1, 2016, and no later than May 15, 2016, and the second mandatory application to occur no earlier than September 1, 2016, and no later than November 30, 2016.
- 6.2 Fertilizer Type – All fertilizer applied shall be a sulfur coated, slow release fertilizer containing nitrogen, phosphorus, and potassium in a form available for plant use.
- 6.3 **All irrigated turf areas** are to be on an approved care program which includes the minimum applications of:

CONTRACTOR

A
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1. Early Spring fertilization with a crabgrass pre-emergent
2. Spring fertilization (slow release) with broadleaf weed killer if broadleaf weeds are present
3. Early Fall fertilization with broadleaf weed killer
4. Late Fall fertilization

Additional applications may be applied a total of no less than 3 lbs. of actual Nitrogen / 1000 sq. ft. during the growing season. No less than 0.50 lbs. N / 1000 sq. ft. and no more than 0.75 lbs. N / 1000 sq. ft. to be applied in any one application with the exception of late Fall fertilization which can be up to 1.50 lbs. N / 1000 sq. ft. and no less than 1.0 lbs N / 1000 sq. ft. Turf areas should be kept relatively weed free. Additional applications of herbicides may be necessary to control weeds. These applications are to be done at the CONTRACTOR'S expense.

- 6.4 Frequency of pre-emergent crabgrass and broadleaf herbicide application – All turf areas shall have a pre-emergent crabgrass herbicide applied once in the early spring within a three-week window of application depending on weather of April 1, 2016. All turf areas shall also have a broadleaf herbicide applied thereto a minimum of 2 times a year, the first mandatory application to occur no earlier than April 15, 2016, and no later than May 30, 2016, and the second mandatory application to occur no earlier than September 1, 2016, and no later than October 15, 2016.
- 6.5 Sample Label - CONTRACTOR shall submit a sample label for all fertilizers and herbicides it proposes to use and obtain OWNER'S approval of same before applying same to any turf area.
- 6.6 Notification - OWNER must be notified by CONTRACTOR in writing at least seven (7) calendar days in advance of any intended application of fertilization and/or herbicide application. An e-mail with the activity (application amount and date of the activity) is the preferred method of contact; a phone call is not an acceptable method of contact.
- 6.7 Fertilizer Application Method – All fertilizer shall be spread with a rotary, broadcast spreader in such a manner as to insure even coverage, with no streaking.
- 6.8 Certification - CONTRACTOR shall be certified and hold all required applicators licenses from the State of Indiana to perform the obligations set forth in the Section.

- 6.9 Compliance – CONTRACTOR shall comply with all environmental, and chemical, and all other applicable LAWS in performing its obligations under this Section.
- 6.10 Fertilizer Clean-up – CONTRACTOR shall clean up granular fertilizer from roads and sidewalks.

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Henry Janzen, 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 Little Landscaping, Inc (the "Employer") in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 29th day of February, 2016.

[Signature]
Printed: Henry Janzen

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.

[Signature]
Printed: Henry Janzen



Employment Eligibility Verification

Welcome
Maria Wallace

User ID
MWAL2090

Last Login
02:52 PM - 03/10/2014

Log Out



Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name: Hittle Landscaping, Inc. [View / Edit](#)

Company ID Number: 676909

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 17778 Sun Park Drive

Address 2:

City: Westfield

State: IN

Zip Code: 46074

County: HAMILTON

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 352113152

Total Number of Employees: 100 to 499

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 238 - SPECIALTY TRADE CONTRACTORS [View / Edit](#)

Total Hiring Sites: 1 [View / Edit](#)

Total Points of Contact: 3 [View / Edit](#)

[View MOU](#)



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 Hittle's Landscaping, Inc. an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. ACKNOWLEDGMENT, ACCEPTANCE:

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

2. PERFORMANCE:

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-504.00 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 One Hundred Fourteen Thousand Forty Three Dollars and Thirteen Cents (\$114,043.13) (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, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor: Hittle's Landscaping, Inc.
11778 Sun Park Drive
Westfield, Indiana 46074
ATTENTION: Dave Funkhouser

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, 2016 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.

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

CITY OF CARMEL, INDIANA

Hittle's Landscaping, Inc.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

Authorized Signature

Printed Name

Title

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

Date: _____

APPENDIX A

PROJECT: 2016 – MOWING WEST OF MERIDIAN

WORK: As described by the Project plans and Contract Documents including, but not limited to:

Provide ground care and maintenance for the rights-of-way, landscape easements and medians of the following:
(AREAS IN RED ARE OUT OF THE RIGHT-OF-WAY, AND MUST BE BILLED SEPARATELY- NEW AREAS ARE IN BOLD)

96 th St. and Commerce Dr. Roundabout, median, divider islands, and R.O.W. turf Irrigated 20,120 Sq. Ft.	0.46 Acres
96 th and Ditch Rd. Roundabout turf Irrigated 1,700 Sq. Ft.	0.04 Acres
96 th St. and Shelborne Rd. Roundabout, median, divider islands, and R.O.W. turf Irrigated 74,750 Sq. Ft.	1.72 Acres
96 th St. and Spring Mill Rd. Includes Turf at Roundabout and Divider Islands Irrigated 7,930 Sq. Ft.	0.18 Acres
96 th St. and Towne Rd. Includes Turf at Roundabout and Divider Islands 108,900 Sq. Ft.	2.5 Acres
99 th St. and Commerce Dr. (including Commerce Dr. to 96 th St.) Roundabout, median, divider islands, and R.O.W. turf 20,120 Sq. Ft.	0.46 Acres
106 th St. and Ditch Rd. Roundabout turf, 4 divider islands, and R.O.W. Includes S.W. corner mulch beds with evergreens Irrigated 40,821 Sq. Ft.	0.94 Acres
106 th St. and Shelborne Rd. Roundabout, median, divider islands, and R.O.W. turf 46,230 Sq. Ft.	1.06 Acres
106 th St. and Spring Mill Rd. Roundabout turf plus 4 divider islands Irrigated 3,040 Sq. Ft.	0.07 Acres
116 th St. and Clay Center Rd. Roundabout, median, divider islands, and R.O.W. turf Irrigated 18,272 Sq. Ft.	0.42 Acres

EXHIBIT

A

1 of 4

116 th St. and Ditch Rd. Roundabout turf Irrigated 5,024 Sq. Ft.	0.12 Acres
116 th and Shelborne Rd. Roundabout, medians, divider islands, and R.O.W. turf Irrigated 241,248 Sq. Ft.	5.54 Acres
116 th St. – Spring Mill Rd. to U.S. 31 R.O.W. and Medians 130,680 Sq. Ft.	3.00 Acres
121 st St. and Shelborne Rd. Roundabout Irrigated 7,995 Sq. Ft.	0.18 Acres
126 th St. and Shelborne Rd. Roundabout Irrigated 7,755 Sq. Ft.	0.18 Acres
126 th St. Medians Shelborne Rd. to Towne Rd. 119,790 Sq. Ft.	2.75 Acres
131 st St. –Illinois St. to Shelborne Rd. R.O.W. and Medians (579 Trees) 251,777 Sq. Ft.	5.78 Acres
131 st St. and Shelborne Rd. Roundabout, median, divider islands, and R.O.W. turf Irrigated 180,931 Sq. Ft.	4.15 Acres
136 th St. – Oak Ridge Rd. to Ditch Rd. R.O.W. , Roundabout turf and Medians (407 Trees) 372,285 Sq. Ft.	8.55 Acres
136 th St. and Towne Rd. Roundabout turf plus 4 divider islands Irrigated 3,573 Sq. Ft.	0.08 Acres
Carmel Dr. – Illinois St. to Dorset 1 Median (7 Trees) Not irrigated 3,960 Sq. Ft.	0.09 Acres
Ditch Rd. – 131 st to 146 th St. Medians, R.O.W. and Roundabout Turf (120 Trees) 332,975 Sq. Ft. *Only use a 30" mower around the planting beds*	7.64 Acres
Illinois St—between 116 th St. and 111 th St. Includes Medians and R.O.W. 118,048 Sq. Ft.	2.71 Acres
Illinois St. - 106 th St to 111 th St. 273,780 Sq. Ft.	6.3 Acres

EXHIBIT A
2 of 4

Illinois St. – 126 th St. to south of 116 th St. Includes Roundabout, Medians, R.O.W. (623 Trees) 570,301 Sq. Ft.	13.09 Acres
Illinois St. – 131 st St. north to 136 th St. Includes R.O.W. and Medians 221,142 Sq. Ft.	5.08 Acres
Oak Ridge Rd. – 136 th St. to 146 th St. Includes Roundabouts, Medians, and R.O.W. (130 Trees) 320,543 Sq. Ft.	7.36 Acres
Shelborne Rd. Medians 126 th St. Roundabout, South to Abney Point Dr. 26,136 Sq. Ft.	0.60 Acres
Shelborne Rd. – North Realignment Includes 1 Median (154 Trees) 12,885 Sq. Ft.	0.30 Acres
Spring Mill Rd. and Dorset Roundabout turf plus 4 divider islands Irrigated 5,597 Sq. Ft.	0.13 Acres
Spring Mill Rd. & Illinois St Roundabout 53,902 Sq. Ft.	1.2 Acres
Spring Mill Rd. – 116 th St. to 146 th St. Includes Roundabouts, Medians and R.O.W. (229 Trees) 927,259 Sq. Ft. *Only use a 30" mower around the planting beds*	21.29 Acres
Towne Rd. – 116 th St. to 141 st St. Includes Medians, R.O.W., and Divider Island (286 Trees) 241,596 Sq. Ft.	5.55 Acres
Towne Rd. – Between 141 st St. and 146 th St. Median 9,374 Sq. Ft.	0.22 Acres

Total **109.74 Acres**

Such Project work includes mowing and trimming of turf, the pickup and removal of litter, fertilization, herbicide application, and the control of weeds within turf along listed roadway areas. Labor, material and equipment will be supplied by CONTRACTOR. CONTRACTOR shall be responsible for the timely and acceptable performance of all work necessary to accomplish the Project described herein. The same hourly mowing rate of pay shall be used for all additional roads that may be added.

OWNER'S
REPRESENTATIVE:

Dave Huffman
Carmel Street Department
3400 W. 131st Street
Carmel, IN 46074

EXHIBIT A
3 of 4

2016 MOWING EAST OF MERIDIAN TOTAL

	TOTAL
BID AMOUNT	# 117,038.00

THIS IS TO BE THE FIRST PAGE OF ENTIRE BID.

EXHIBIT A
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EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident/Disease:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit
Property damage, contractual liability, products-completed operations:	
General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000
Personal & Advertising Injury	
Policy Limit:	\$500,000
Each Occurrence Limit:	\$250,000
Fire Damage (any one fire):	\$250,000
Medical Expense Limit (any one person):	\$ 50,000
Comprehensive Auto Liability (owned, hired and non-owned)	
Bodily Single Limit:	\$500,000 each accident
Injury and property damage:	\$500,000 each accident
Policy Limit:	\$500,000
Umbrella Excess Liability	
Each occurrence and aggregate:	\$500,000
Maximum deductible:	\$ 10,000

EXHIBIT D

AFFIDAVIT

Henry Janzen, 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 Little Landscaping Inc (the "Employer") in the position of PRESIDENT.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 29th day of February, 2016.

HJG
Printed: Henry Janzen

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.

HJG
Printed: Henry Janzen



Welcome
Marla Wallace

User ID
MWAL2090

Last Login
02:52 PM - 03/10/2014

Log Out

Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name: Hittle Landscaping, Inc.

[View / Edit](#)

Company ID Number: 676909

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 17778 Sun Park Drive

Address 2:

City: Westfield

State: IN

Zip Code: 46074

County: HAMILTON

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 352113152

Total Number of Employees: 100 to 499

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 238 - SPECIALTY TRADE CONTRACTORS

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 3

[View / Edit](#)

[View MOU](#)



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 TMT, Inc. an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

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

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-504.00 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 Forty-Four Thousand Seven Hundred Ninety Two Dollars and Twenty Five Cents (\$44,792.25.00) (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, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor: TMT, Inc.
1716 West 161st Street
Westfield, Indiana 46074
ATTENTION: Suzy DuBois

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, 2016 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.

TMT, Inc.
Street Department - 2016
Appropriation #43-504.00; P.O. #33500
Contract Not To Exceed \$44,792.25

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

CITY OF CARMEL, INDIANA

TMT, Inc.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer
Date: _____

Authorized Signature

Mary Ann Burke, Member
Date: _____

Suzy Y. DuBois
Printed Name

Lori S. Watson, Member
Date: _____

President
Title

ATTEST:

FID/TIN: 35-2082986

Last Four of SSN if Sole Proprietor: _____

Christine S. Pauley, Clerk-Treasurer
Date: _____

Date: 3/21/16



City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

MULCH AND WEED CONTROL LOCATIONS

The project consists of, but may not be limited to, mulch and weed control for the following tree ring locations:

LOCATIONS	NUMBER OF TREES	
	Sidewalk to sidewalk	Back side of sidewalk; see maps
East of US HWY 31		
Hazel Dell Pkwy; (SE 146 th St) mulch all the trees together to match existing	30 yards	
Hazel Dell Pkwy; (E 96 th St to E 116 th St; median only) (E 116 th St to E 146 th St) <i>*est. 600 Tree rings >5'</i>	663*	118*
Gray Rd; (12110 Gray Rd to E 136 th St), east and west sides; (E 136 th St to Wedgewood Ln), west side	154	
Gray Rd; (south of E 116 th St to Greenspire Rd), east side	28	
Gray Rd; (E 96 th St to E 106 th St)	56	95 Some trees on back side of curb where no sidewalk - east side
E 116 th St; (east of Brooks Ct), north side		13
E Main St; (Gray Rd west to Brookshire Pkwy)	16	
E Main St and Keystone Pkwy; (All corners), spruce trees	32	
E Main St; (Rangeline Rd to Lexington Blvd), north and south sides	42	
N Rangeline Rd and 8 th St NW; (southwest corner)	19	
N Rangeline Rd; (Main St to 8 th St NE), east and west sides - includes 8 trees north of 8 th St NE, east side	84	
S Rangeline Rd; (south of E Main St to 4 th St SE), east and west sides	17	
Medical Dr; (115 Medical Dr to Merchants Square Dr)		25
E Carmel Dr; (Keystone Pkwy to Rangeline Rd)	89	
Westfield Blvd; (E 96 th St to E 99 th St), includes trees northeast of Westfield Blvd and E 96 th St	38	17
E 116 th St; (College Ave to Keystone Pkwy)	22	154
E 126 th St and Enclave Cir; (north side of E 126 th St, northwest of Keystone Pkwy)	27	
E 126 St; (Enclave Cir west to Lexington Blvd), south side, to include the bald cypress and 6 trees to the east of the bald cypress	26	
Pawnee Rd and E 126 th St; (southwest corner), includes 5 black alder across the entry drive	17	
3 rd Ave SW; (adjacent to 3 Center Green), Tarkington Building	9	
City Center Dr; (Pennsylvania St – S Rangeline Rd), includes median island east of S Rangeline Rd and median islands east and west of W City Center Dr on W Carmel Dr	192	35 only Carmel Dr - 3 rd Ave SW
W Carmel Dr; (north side, east and west of Adams St)	12	
Congressional Blvd; (W City Center Dr to Pennsylvania St), median only	52	

EXHIBIT A
1 of 3



City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

Adams St; (W City Center Dr to W Carmel Dr) and (northwest corner of Adams St/W City Center Dr)	27	15 Some trees on back side of curb where no sidewalk
College Dr; (east of Pennsylvania St), median only	10	
Pennsylvania St; (E 103 rd St to College Dr), include trees south of E 103 rd St	87 Some trees on back side of curb where no sidewalk – west side	9
Old Meridian St; (Pennsylvania St to Guilford Rd)	18	
Grande Blvd; (Guilford Rd to Old Meridian St)	35	
S Guilford Rd; (W City Center to W 126 th St), east and west sides	24 Some trees on back side of curb where no sidewalk	
W Carmel Dr; (Old Meridian St to Pennsylvania St), north side	15	
East of US HWY 31 TOTAL		2292
West of US HWY 31		
Illinois St; (W 116 th St to W 136 th St), includes trees at W 116 th St for a block east and west, does not include from W Main St south for 1000', which contains pear trees	315	21 across from Meridian Medical Plaza only
Illinois St; (W 111 th St to W 116 th St) median and west side (curb to sidewalk from 116 th south to southern Market District entrance)		65
Illinois St; (W 106 th St to W 111 th St) median and west side (curb to wall)		140
Oak Ridge Rd; (W 136 th St to W 146 th St)	106	
Springmill Rd; (W Main St to W 146 th St)	57	
Ditch Rd; (W 136 th St to W 146 th St)	76	
Towne Rd; (W 116 th St to W 146 th St)	260	
W 116 th St and Towne Rd; (southwest corner)		22
Shelborne Rd; (W 116 th St to W 126 th St), includes trees north of W 126 th St	177	66 W 116 th St/Shelborne Rd only
W 126 th St; (Shelborne Rd to Towne Rd)	163	
W 131 st St "East of Towne Rd named W Main St"; (Shelborne Rd to Springmill Rd), includes trees west and north of Shelborne Rd	443	24 Clay Center/Main St - SE corner 3 2885 W131 St
W 136 th St; (Ditch Rd to Oak Ridge Rd)	264	
W 141 st St; (Ditch Rd to Towne Rd), north and south sides	79	
West of US HWY 31 TOTAL		2281

EXHIBIT

A
2 of 3



City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

Quote Amount: \$ 44,792.25 Date: 3/1/16

EXHIBIT A
3 of 3

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Suzy DuBois, 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 T.M.T., Incorporated (the "Employer") in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 1st day of March, 2016.

Suzy DuBois
Printed: Suzy Y. DuBois

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.

Suzy DuBois
Printed: Suzy Y. DuBois



Company ID Number: 458154

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	<u>T. M. I., Incorporated</u>
Company Facility Address:	<u>1719 West 111st St Westfield, IN 46074</u>
Company Alternate Address:	
County or Parish:	<u>Hamilton</u>
Employer Identification Number:	<u>35208298</u>
North American Industry Classification Systems Code:	<u>422930 or 238</u>
Administrator:	<u>Suey D. Bris</u>
Number of Employees	<u>1</u>
Number of Sites Verified for.	<u>1</u>

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)

E-Verify



Company ID Number: 458154

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	<u>Suzy DuBois</u>
Telephone Number:	<u>317-867-3691</u>
Fax Number:	<u>317-867-5920</u>
E-mail Address:	<u>dub164@aol.com</u>

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

CITY OF CARMEL FACILITY USE REQUEST FORM

Nancy Heck OK NSM 3-29-16
Lt. Jeff Horner OK JH-3-28-16
Adam Harrington OK AH-3-28-16

Name/Organization: Indiana Wind Symphony

Point of Contact: Frank Stephens

Address: P. O. Box 78592

City, State, Zip: Indianapolis, IN 46268

Home Phone: 765-481-5103 Cell Phone: 765-481-5103

Email Address: frankstephens99@yahoo.com Fax Number () _____

For Profit Organization: _____ Non-Profit Organization: XX Individual: _____

Day and Date Requested: Friday, August 19th 2016

Time Requested: 10 a.m. to: 11:00 p.m. (This includes set-up and clean-up time.)

Rehearsal Date: N/A Time: _____ a.m./p.m. to _____ a.m./p.m.

City Facility Requested: Gazebo XX Fountain Area _____ Japanese Garden _____

Palladium Center Green _____ Caucus Room (1/3) _____ (2/3) _____ Council Chambers _____

Special Requests: Electricity _____ Fountain Restroom _____ Other _____

Purpose: Carmel Celebration of Bands performers Number of People Expected: 600-750

Vendors: Yes XXX No _____ (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: Carmel Celebration of Bands

Neighborhood Street Closing (Street(s), Address(es) Blocked) None at this time

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 14th day of March, 2016.

Mayor's Office

**CITY OF CARMEL
FACILITY USE REQUEST FORM**

Name/Organization: Carmel Green Initiative

Point of Contact: Leslie Webb

Address: 5113 Hummingbird Circle

City, State, Zip: Carmel IN 46033

Home Phone: () _____ Cell Phone: 317 440-4017

Email Address: lwebb@indy.rr.com Fax Number () _____

For Profit Organization: _____ Non-Profit Organization: Individual: _____

Day and Date Requested: Monday April 11, 2016

Time Requested: 4 a.m. (p.m.) to: 7 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 _____ Fountain Area _____ Japanese Garden _____

Palladium Center Green _____ Caucus Room (1/3) _____ (2/3) _____ Council Chambers

Special Requests: Electricity _____ Fountain Restroom _____ Other _____

Purpose: Civics Training Number of People Expected: ~30

Vendors: Yes _____ No (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: NO

Neighborhood Street Closing (Street(s), Address(es) Blocked) NO

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 17th day of March, 2016.

Mayor's Office

Revised: 01/22/16

CITY OF CARMEL

FACILITY USE REQUEST FORM

Name/Organization: Carmel Professional Firefighters Local Union 4444

Point of Contact: Dave Martin

Address: 2 Civic Square

City, State, Zip: Carmel IN 46032

Home Phone: 317-571-2631 Cell Phone: 317-339-1187

Email Address: dmartin@carmel.in.gov Fax Number () _____

For Profit Organization: _____ Non-Profit Organization: Individual: _____

Day and Date Requested: Wednesday, June 1 2016

Time Requested: 6:30 a.m./p.m. to: 9:30 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 _____ Fountain Area Japanese Garden _____

Palladium Center Green _____ Caucus Room (1/3) _____ (2/3) _____ Council Chambers _____

Special Requests: Electricity _____ Fountain Restroom Other _____

Purpose: Hoosier Burn Camp Ride Number of People Expected: 100

Vendors: Yes _____ No (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: No

Neighborhood Street Closing (Street(s), Address(es) Blocked) None

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 24 day of March, 2016.

Mayor's Office

APPROVAL / DATE

Nancy Heck OK NSH 3-29-16
Lt. Jeff Horner OK JH-3-28-16
Adam Harrington OK AH-3-28-16

CITY OF CARMEL FACILITY USE REQUEST FORM

Name/Organization: The Thirst Project

Point of Contact: Alex Grief

Address: 320 2nd St. S.W.

City, State, Zip: Carmel, IN 46032

Home Phone: (317) 576-4260 Cell Phone: (317) 619-2696

Email Address: alexgrief@yahoo.com Fax Number (317) 571-1558

For Profit Organization: _____ Non-Profit Organization: Individual: _____

Day and Date Requested: MAY 14, 2016 - Saturday

Time Requested: 2:00 a.m./p.m. to: 11:00 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 Fountain Area Japanese Garden _____

Palladium Center Green _____ Caucus Room (1/3) _____ (2/3) _____ Council Chambers _____

Special Requests: Electricity _____ Fountain Restroom _____ Other _____

Purpose: Fundraiser Number of People Expected: 200-300

Vendors: Yes No _____ (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 22 day of February, 2016.

Mayor's Office

Nancy Heck OK 3-29-16 NSH
Lt. Jeff Horner OK-3-28-16 JH
Adam Harrington OK-3-28-16 AH

CITY OF CARMEL

FACILITY USE REQUEST FORM

Name/Organization: Katherine Peters

Point of Contact: _____

Address: 1264 Golfview Dr Apt D

City, State, Zip: Carmel, IN 46032

Home Phone: 317-691-8427 Cell Phone: () same

Email Address: katherine@katherinepeters.com Fax Number () _____

For Profit Organization: _____ Non-Profit Organization: _____ Individual: x

Day and Date Requested: Sunday, May 22, 2016

Time Requested: 12:00 a.m./p.m. to: 6:00 a.m./p.m. (This includes set-up and clean-up time.)

Rehearsal Date: n/a Time: _____ a.m./p.m. to _____ a.m./p.m.

City Facility Requested: Gazebo x Fountain Area _____ Japanese Garden _____

Palladium Center Green _____ Caucus Room (1/3) _____ (2/3) _____ Council Chambers _____

Special Requests: Electricity x Fountain Restroom x Other _____

Purpose: woodwind studio spring recital Number of People Expected: about 110

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: no

Neighborhood Street Closing (Street(s), Address(es) Blocked) no

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 23rd day of March, 2016.

Mayor's Office

CITY OF CARMEL
FACILITY USE REQUEST FORM

Nancy Heck OK NSM 3-29-16
Lt. Jeff Horner OK-JH-3-28-16
Adam Harrington OK-AH-3-28-16

Name/Organization: NATIONAL DAY OF PRAYER

Point of Contact: DAVID FORBES

Address: 11528 BLOSSOM WAY

City, State, Zip: CARMEL, IN 46032

Home Phone: () _____ Cell Phone: 309 256-1417

Email Address: DHFKMF@MTCO.COM Fax Number () _____

For Profit Organization: _____ Non-Profit Organization: X Individual: _____

Day and Date Requested: THURSDAY MAY 5, 2016

Time Requested: 11 a.m. (p.m.) to: 1:30 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 _____ Japanese Garden _____

Palladium Center Green _____ Caucus Room (1/3) _____ (2/3) _____ Council Chambers X

Special Requests: Electricity X Fountain Restroom _____ Other SOUND SYSTEM HAND HELD MIC

PODIUM

Purpose: PRAYER FOR COUNTRY + CARMEL Number of People Expected: 100

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 15th day of March, 2016.

Mayor's Office

Revised: 01/22/16

Nancy Heck OK NSH 3-29-16
Lt. Jeff Horner OK-3-28-16 JH
Adam Harrington OK-AH-3-28-16

CITY OF CARMEL

FACILITY USE REQUEST FORM

Name/Organization: Jeri Thompson

Point of Contact: 317-200-6203

Address: 5349 Cider Mill Ln #1B

City, State, Zip: Indianapolis

Home Phone: ~~317~~ Cell Phone: 317 200-6203

Email Address: jerithompson201@yahoo Fax Number 317 569-9595

For Profit Organization: Non-Profit Organization: Individual:

Day and Date Requested: June 16, 2016 - Thursday

Time Requested: 4:00 a.m./p.m. to: 10:00 a.m./p.m. (This includes set-up and clean-up time.)

Rehearsal Date: NO Time: a.m./p.m. to a.m./p.m.

City Facility Requested: Gazebo Fountain Area Japanese Garden

Palladium Center Green Caucus Room (1/3) (2/3) Council Chambers

Special Requests: Electricity Fountain Restroom Other

Purpose: wedding Number of People Expected: 20

Vendors: Yes No (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: NO

Neighborhood Street Closing (Street(s), Address(es) Blocked) NO

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 14th day of March, 2016.

Mayor's Office

Revised: 01/22/16

CITY OF CARMEL
FACILITY USE REQUEST FORM

Nancy Heck OK NSM 3-30-16
Lt. Jeff Horner OK JH 3-30-16
Adam Harrington OK AH 3-30-16

Name/Organization: Geoffrey and Ali (O'Rourke) Lewis

Point of Contact: Geoffrey Lewis

Address: 30 Wilson Drive

City, State, Zip: Carmel, IN, 46032

Home Phone: (317) 987-7283 Cell Phone: (317) 987-7283

Email Address: geoffrevilewis@gmail.com Fax Number () _____

For Profit Organization: _____ Non-Profit Organization: _____ Individual: X

Day and Date Requested: Friday, April 29, 2016

Time Requested: 4:30 PM a.m./p.m. to: 6:00 PM a.m./p.m. (This includes set-up and clean-up time.)

Rehearsal Date: N/A Time: _____ a.m./p.m. to _____ a.m./p.m.

City Facility Requested: Gazebo _____ Fountain Area _____ Japanese Garden X

Palladium Center Green _____ Caucus Room (1/3) _____ (2/3) _____ Council Chambers _____

Special Requests: Electricity _____ Fountain Restroom _____ Other _____

Purpose: Wedding/Vow Ceremony Number of People Expected: 35

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 29th day of March, 2016.

Mayor's Office

Revised: 04/16/2011

CITY OF CARMEL
FACILITY USE REQUEST FORM

Nancy Heck OK NSH 3-30-16
Lt. Jeff Horner OK-JH-3-29-16
Adam Harrington OK-AH-3-29-16

Name/Organization: INDIANA WIND SYMPHONY

Point of Contact: CHARLES CONRAD

Address: 410 2nd AVE NE

City, State, Zip: CARMEL, IN 46032

Home Phone: (317) 844-4341 Cell Phone: (317) 501-6857

Email Address: cconrad@indy.net Fax Number () _____

For Profit Organization: _____ Non-Profit Organization: Individual: _____

Day and Date Requested: FRIDAY, JUNE 10, 2016

Time Requested: 3 a.m./p.m. to: 10 a.m./p.m. (This includes set-up and clean-up time.)

Rehearsal Date: none Time: _____ a.m./p.m. to _____ a.m./p.m.

City Facility Requested: Gazebo Fountain Area _____ Japanese Garden _____

Palladium Center Green _____ Caucus Room (1/3) _____ (2/3) _____ Council Chambers _____

Special Requests: Electricity Fountain Restroom Other _____

Purpose: Concert Number of People Expected: 500

Vendors: Yes _____ No (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: no

Neighborhood Street Closing (Street(s), Address(es) Blocked) none

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 29th day of March, 2016.

Mayor's Office

Nancy Heck OK NSH 3-30-16
Lt. Jeff Horner OK JH-3-28-16
Adam Harrington OK AH-3-28-16

CITY OF CARMEL FACILITY USE REQUEST FORM

Name/Organization: TrueSport.com, Inc.

Point of Contact: Darren Reno

Address: 6106 Riverview Drive

City, State, Zip: Indianapolis, IN

Home Phone: (317) 441-6964 Cell Phone: (317) 441-6964

Email Address: truesport@truesport.com Fax Number () _____

For Profit Organization: Non-Profit Organization: _____ Individual: _____

Day and Date Requested: June 12, 2016

Time Requested: 7:00 a.m. to: 6:00 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 _____ Fountain Area _____ Japanese Garden _____

Palladium Center Green _____ Caucus Room (1/3) _____ (2/3) _____ Council Chambers _____

Special Requests: Electricity _____ Fountain Restroom _____ Other Public Streets

Purpose: Cycling Race Number of People Expected: 200

Vendors: Yes _____ No (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 14th day of March, 2016.

Mayor's Office

Nancy Heck OK-NH-3-4-16
Lt. Jeff Horner OK-JH-2-26-16
Adam Harrington OK-AH-2-26-16
Center Green - Not used in 2016

CITY OF CARMEL
FACILITY USE REQUEST FORM

Name/Organization: CARMEL FEST 2016

Point of Contact: GARY SEXTON

Address: 5787 COOPERS HAWK DR

City, State, Zip: CARMEL, IN 46033

Home Phone: () NONE Cell Phone: (317) 289-1861

Email Address: gary@time4mvp.com Fax Number () NONE

For Profit Organization: Non-Profit Organization: Individual:

Day and Date Requested: SATURDAY JULY 2ND, SUNDAY JULY 3RD, and MONDAY JULY 4TH

Time Requested: 5:30 a.m./p.m. to: 12 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 Fountain Area Japanese Garden

Center Green Caucus Room (1/3) (2/3) Council Chambers

Special Requests: Electricity Fountain Restroom Other WATER

Purpose: CARMEL FEST 2016 Number of People Expected: 50,000

Vendors: Yes No (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) SEE ATTACHED

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 26th day of February, 2016.

Mayor's Office

Nancy Heck OK NSH 3-30-16
Lt. Jeff Horner OK-3-30-16
Adam Harrington OK-3-30-16

CITY OF CARMEL

FACILITY USE REQUEST FORM

Name/Organization: N/A

Point of Contact: ANGELA HORNER

Address: 12617 ROYCE CT

City, State, Zip: CARMEL IN 46033

Home Phone: () Cell Phone: (317) 796-8874

Email Address: ANGELA41572@GMAIL.COM Fax Number ()

For Profit Organization: Non-Profit Organization: Individual:

Day and Date Requested: SUNDAY JUNE 5, 2016

Time Requested: 11 a.m./p.m. to: 5 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 Fountain Area Japanese Garden

Palladium Center Green Caucus Room (1/3) (2/3) Council Chambers

Special Requests: Electricity Fountain Restroom Other

Purpose: GRADUATION PARTY Number of People Expected: 50

Vendors: Yes No (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: N/A

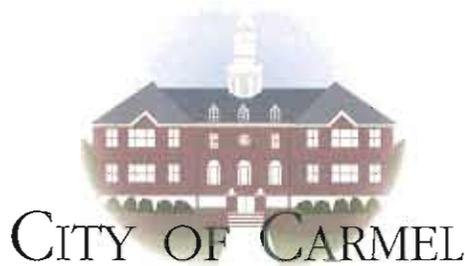
Neighborhood Street Closing (Street(s), Address(es) Blocked) N/A

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 30 day of MARCH, 2016.

Mayor's Office

Revised: 01/22/16



March 14, 2016

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

JAMES BRAINARD, MAYOR

RE: LANE RESTRICTION & SIDEWALK CLOSURE – WEST CITY CENTER DRIVE – TOWNHOMES AT CITY CENTER

Dear Board Members:

Mr. Josh Holmes, President of Holmes Tree Care, is requesting approval for a lane restriction and sidewalk closure of West City Center Drive to provide tree trimming service to the Townhomes at City Center. The trees to be trimmed are in front of the townhomes along the north side of West City Center Drive. There are approximately 40' trees to be trimmed and work will extend approximately 1000' across the frontage of the townhomes. (Exhibit attached)

The lane closure of West City Center Drive is the northernmost westbound lane of the roadway 600' west of 3rd Avenue S.W. A small portion of the roadway 200' to 350' west of 3rd Avenue S.W. will also be included in the project trimming, and will also be in the northernmost westbound lane. Sidewalk closure along the north side of West City Center Drive in the work zone will be required for the safety of pedestrians during working hours.

There will be no staging of work vehicles between the curb line of West City Center Drive and the trees to be trimmed. Tree debris from a forestry bucket truck staged in the roadway will be hand carried to a chipper truck at the same street location. Work is scheduled to begin upon approval by the Board. Work is schedule to take no longer than 2 days for completion.

The Department of Engineering recommends that the Board approve the requested lane restriction and sidewalk closure conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Development of a Maintenance of Traffic Plan conforming to INDOT Work Zone Safety Manual covering lane restriction shall be developed by the petitioner and reviewed and approved by the Department of Engineering prior to implementation at the work site.
- Petitioner agrees to post proper lane restriction signage in accordance with the approved Maintenance of Traffic Plan.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way of West City Center Drive shall be restored to the satisfaction of the City when work is completed.
- Traffic on West City Center Drive shall be maintained at all times during the work. A minimum 10' west bound lane shall be provided at all times within the work areas.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route for the sidewalk prior to closure of the sidewalk.
- The petitioner agrees to post all signage identifying the sidewalk closure and detour route prior to closing the sidewalk. A sign, measuring at least 18"x12", shall be posted on all sides of the closure indicating detour route and shall read "SIDEWALK CLOSED".

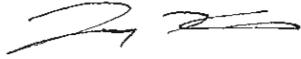
Page 2 of 2

TOWNHOMES AT CITY CENTER TREE TRIMMING – WEST CITY CENTER DRIVE

March 14, 2016

- Normal access to the Townhomes at City Center by way of Autumn Drive will remain open.

Sincerely,

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

Jeremy Kashman, P.E.

City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\TOWNHOMESATCITYCENTERLANERESTRICTION.DOC

Holmes

Complete Tree Care & Trash Removal

4518 W. 150 N.

Greenfield, In 46140

Josh: (317) 908-3510

Holmestrecare@Gmail.com

Right-Of-Way Permit

March 14, 2016

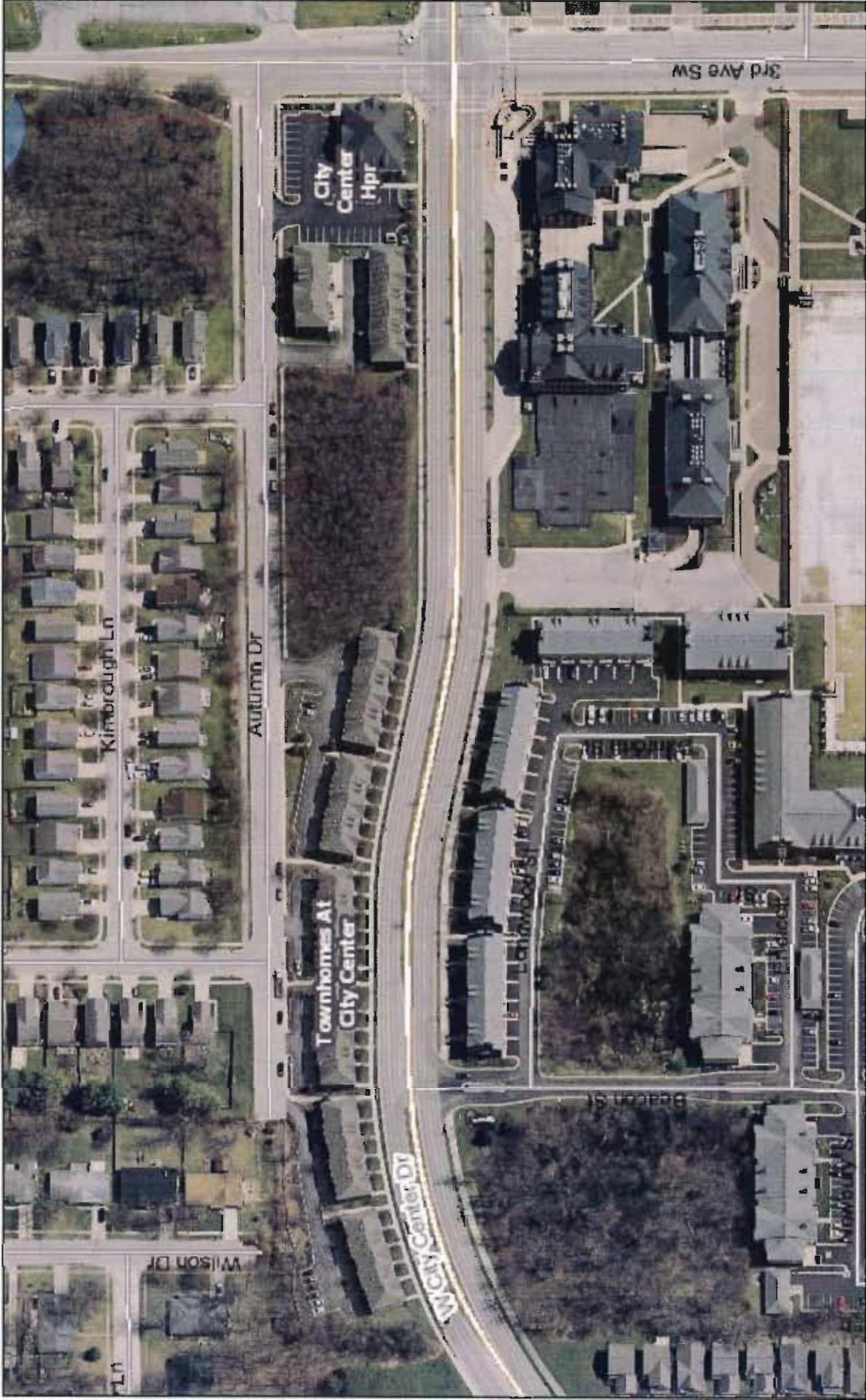
To whom it may concern,

Holmes Tree Care will be providing tree trimming services for the Townhomes at City Center. An address within the community is 431 Autumn Dr. Holmes will be trimming all trees located across the front of the townhomes, between the building and sidewalks. Holmes will be parking a forestry bucket truck, chip truck and chipper in the northern most westbound lane of City Center Dr. There will be no equipment crossing the Right of Way. Men will be moving tree debris by hand across the Right of Way. The sidewalk will not be permanently blocked. Pedestrians will be able to walk through at times when the work zone is safe. The work zone will be constantly moving from east to west as each tree is trimmed. The work zone will be marked with cones and Men Working Signs will be establish prior to work zone enabling cars to have enough time to merge into the other west bound lane.

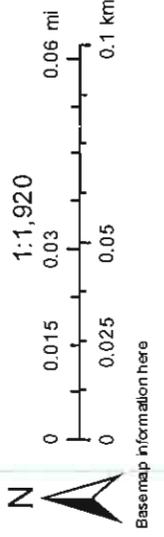
Thank You,

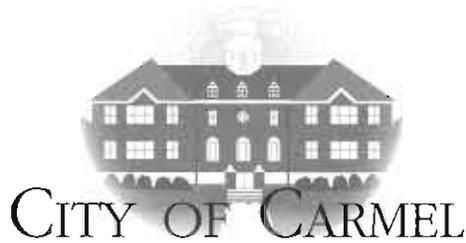
Josh Holmes
317 908 3510

TOWNHOMES AT CITY CENTER



March 14, 2016





March 11, 2016

JAMES BRAINARD, MAYOR

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

RE: REQUEST FOR CURB CUT/TEMPORARY CONSTRUCTION ENTRANCE – 5778 CLAY CENTER ROAD

Dear Board Members:

Mr. Nick Guerrini, Emerald Group, Inc., has requested approval for a temporary construction entrance and curb cut to serve a new single family residence to be located at 5778 Clay Center Road. (Exhibits attached) Access to the property is currently obtained by entrance from the north adjoining property therefore the temporary construction entrance is required. The entrance will be in the same location as the requested curb cut.

There are no existing or future alignment issues with the proposed temporary entrance or curb cut.

Development and construction is scheduled to begin in May, 2016.

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

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8), 6-227(b).
- Roadside drainage is maintained across the proposed entrance pursuant to Carmel City Code 6-227(h)(9).
- Driveway width shall not exceed maximum width as indicated on City Standard Details.
- The portion of the proposed entrance within the right-of-way is constructed of concrete or asphalt pursuant to Carmel City Code 6-227(h)(6).
- Petitioner shall obtain approval for all work in the right-of-way from the Department of Engineering prior to commencing any construction work.
- Clay Center Road shall be kept clean of dirt and debris at all times.
- Any damage to existing improvements within the right of way of Clay Center Road shall be restored to comply with all City codes and standards to the satisfaction of the City when work is complete.
- Apron within the right-of-way shall not exceed maximum width indicated on City Standard Detail 10-17. The entrance aprons shall be 6" minimum thickness concrete.
- Petitioner understands that approval is granted for the items described above only. All other items of work shown on the attached exhibits are subject to review and approval by the Department of Engineering and other Departments of the City as a part of a separate process.

Page 2 of 2
5778 CLAY CENTER ROAD CURB CUT
March 11, 2016

- The construction entrance is to be installed to prevent the tracking of mud onto the existing street. Concrete, mortar and point washouts must be contained on site, in lined containment, and disposed of properly to prevent soil contamination and storm water pollution. The washout area must be installed in accordance with the concrete washout detail in Chapter 700 of the Indiana Department of Environmental Management Storm Water Quality Manual.

Sincerely,



Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\MISC\5778CLAYCENTERROADCURBCUT.DOC



DESIGN = BUILD

701 North Morgan Street
Rushville, Indiana 46173
Phone: (765) 938.4004
Fax: 1.800.788.9035

To Dave Barns
Engineering Administrator
Department of Engineering
City of Carmel
One Civic Square
Carmel, In 46032

Regarding: Temporary Drive Permit

Good afternoon Dave,

I submit this request to you and the Board of Works to formally request a hearing for an approval to engage in the construction of a temporary driveway for my customers Steve and Stacy Churchill. They have recently purchased a 5.7 acre plot of land from the previous owner Scott Jones located on Clay Center Road just north of 116th street. As of this current moment the plot does not have an address. It's located on the East side of Clay Center Road. A current address that is nearby for reference is: 5778 Clay Center Road.

Please reference our engineered drawing showing where the temporary driveway is to be located. Please note the permanent driveway will go in the same location.

Currently, Steve and Stacy Churchill have to park in Scott Jones's driveway entrance just located north of their property on Clay Center Road. While their plans are to start building their new home this year, they wish to have their own access. Also, I will need access to the property to start development and construction. Right now parking off of Clay Center Road is too dangerous. Development and construction is slated to start in May, 2016.

I did meet with two gentlemen last week at your office, Alex and John and they requested me to send you a formal request to present to the Board of Works. I ask that this be done.

They (Alex & John) did state that I will have to post a bond with the city for working in the right-of-way, and for permitting purposes prior to acquiring a permit.

Please let me know if you need additional information as I would be happy to assist.

Thank you for your time,

Nick Guerrini

Emerald Group, Inc.

317.695.5959

Stephen Churchill Property

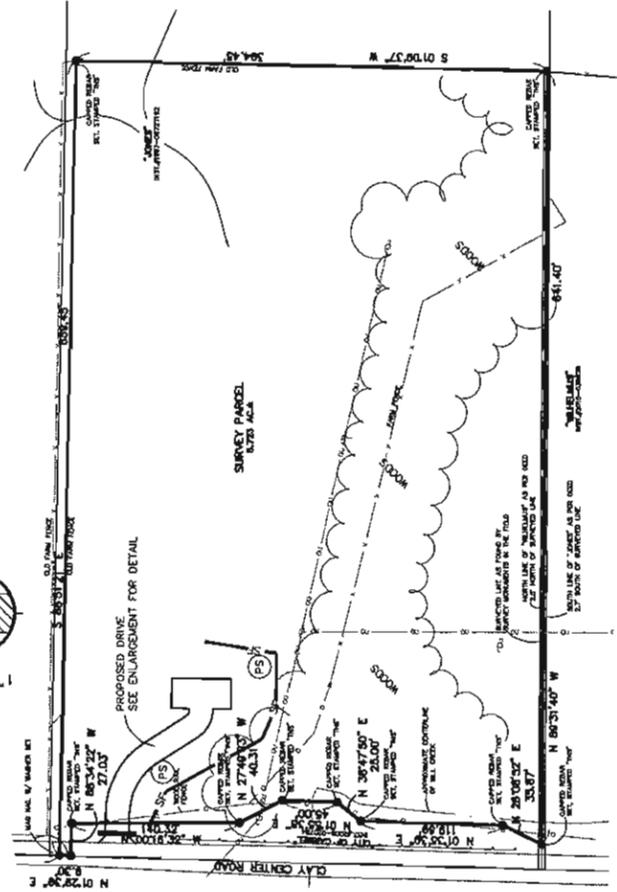
INST.# 2016-00443
 CITY OF CARMEL, INDIANA 46032
 PARCEL# 17-09-34-00-00-032.205



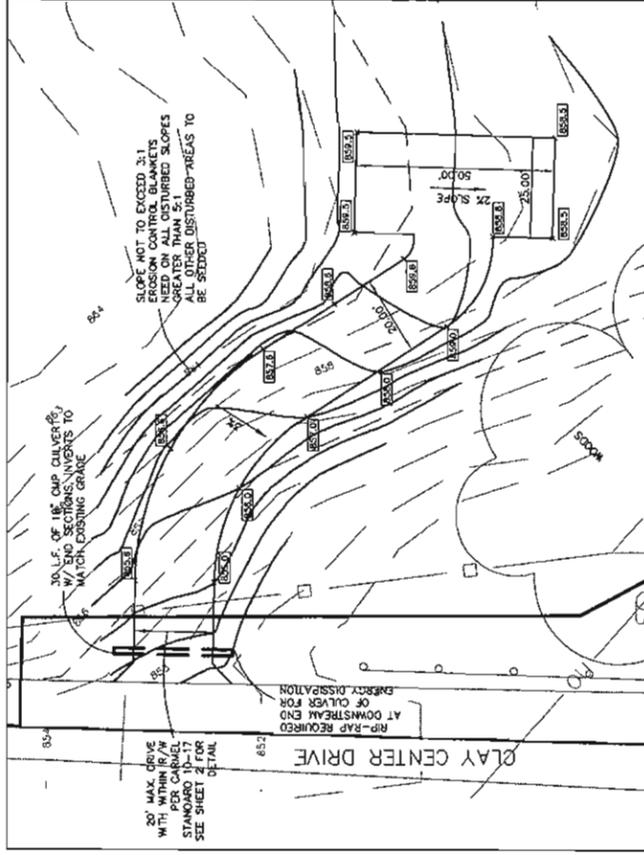
DRIVEWAY PLAN

PREPARED FOR
STEPHEN CHURCHILL

- LEGEND**
- (PS) REGISTERED PROFESSIONAL SURVEYOR
 - PERMANENT SEEDING
 - CURB INLET PROTECTION
 - DROP INLET PROTECTION
 - UA — UNDISTURBED AREA
 - S' — SILT FENCE



DRIVEWAY ENLARGEMENT
 1" = 30'



000.0 — PROPOSED GRADE
 000.0 — EXISTING GRADE

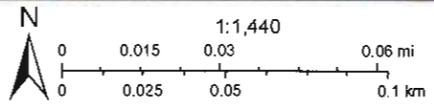
<p>TRUE NORTH FINDING YOU IN THE RIGHT DIRECTION® E-mail: Troy@TrueNorthSurvey.com</p>	LAND DEVELOPMENT CONSULTING & LAND SURVEYING SERVICES 11650 Ohio Road, Suite#1000-289 Fishers, Indiana 46037 Phone: (317) 841-8754 Fax: (317) 841-8762	DRAWN: TAT JOB#: 15-117 ZONED:	DATE: 03/01/16 REV:	SCALE: 1" = 100'
	SHEET 1 OF 2			

5778 Clay Center Road



March 11, 2016

Parcels





CITY OF CARMEL

March 16, 2016

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

JAMES BRAINARD, MAYOR

RE: LANE RESTRICTION & OPEN PAVEMENT CUT – 301 WOODLAND LANE

Dear Board Members:

Mr. John Edwards, President of Elevation Excavation, Inc., is requesting approval for a lane restriction and open pavement cut for installation of a new water tap and sanitary sewer force main tap for new single family house construction at 301 Woodland Lane.

The open pavement cut will be in the northbound lane of Woodland Lane, a local street within the Woodland Golf Club Subdivision. A road bore for the new residential force main will be provided at the location. Lane restriction will be required for the pavement cut. (Location exhibits attached)

Work is scheduled to begin following Board of Public Works approval.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage during the duration of the work.
- Any damage to the existing improvements within the right of way of Woodland Lane shall be restored to the satisfaction of the City when work is completed.
- Traffic shall be maintained at all times during the work. A minimum 10' lane of Woodland Lane shall be provided at all times. Work shall endeavor to restrict traffic and not fully close the roadway.
- Access to all adjoining residential homes shall be maintained at all times. All adjoining residences shall be provided notification of proposed work prior to commencement of work activities.
- Construction in dedicated City Right-of-Way shall comply and be restored with all City codes and standards.
- The petitioner understands that approval by the Board is for lane restriction and open pavement cut only.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\301WOODLANDLANERESTRICTION.DOC



ELEVATION EXCAVATION
1132 South Range Line Road
Carmel, IN 46032
317-816-3149 Fax: 317-846-0217

Dave Barnes
City of Carmel
1 Jefferson Square
Carmel IN. 46032

3/15/16

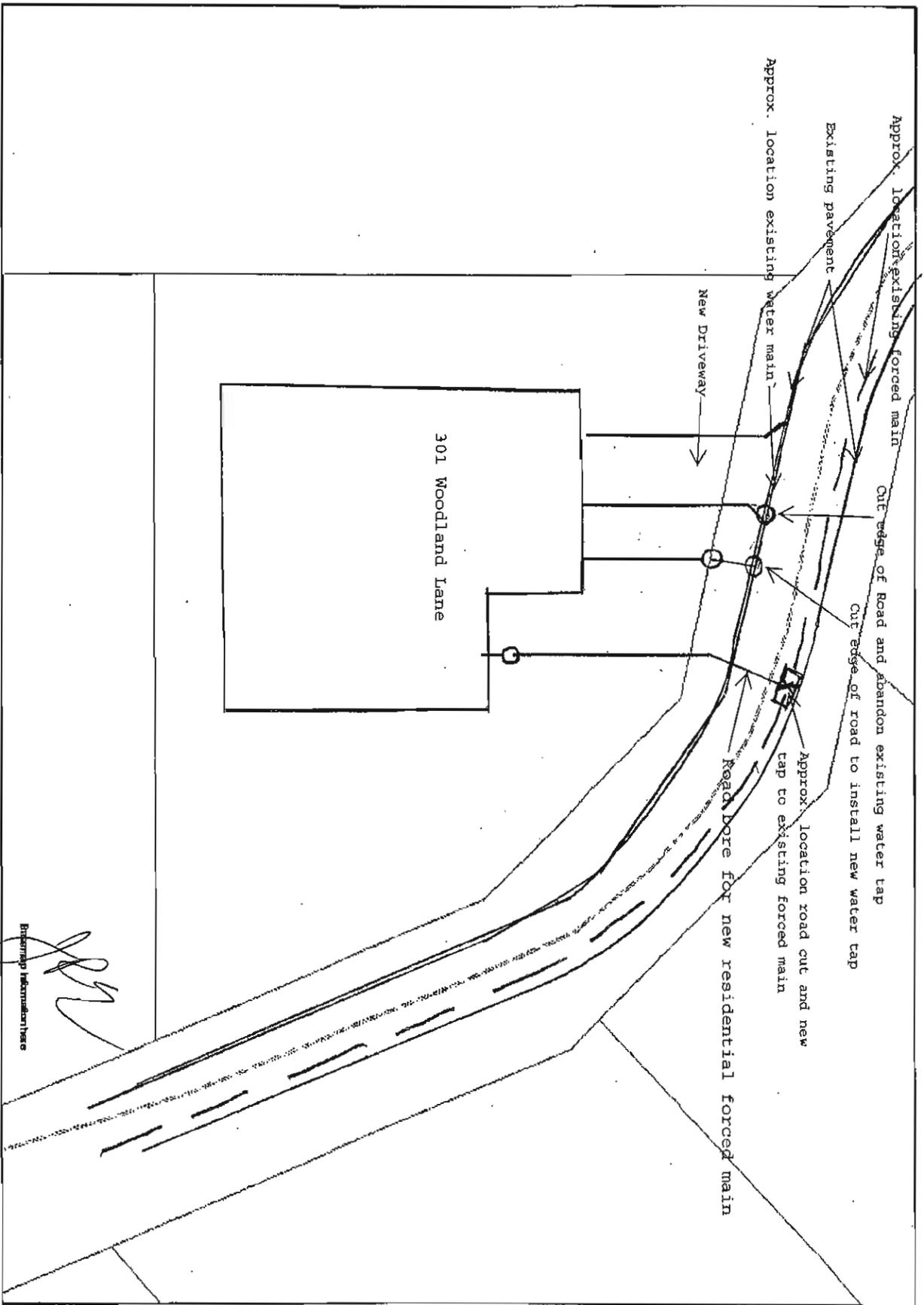
Dave,

Please place us on the agenda for the Board of Public Works and Safety in regards to a proposed street cut at 301 Woodland Lane. The work is to be performed for Old Town Development and is for the installation of City utilities to the proposed construction. I have included a layout of the proposed work as part of the R/W permit application, for your reference.

Thanks

A handwritten signature in blue ink that reads "John Edwards". The signature is written in a cursive, flowing style.

John Edwards
President Elevation Excavation Inc.



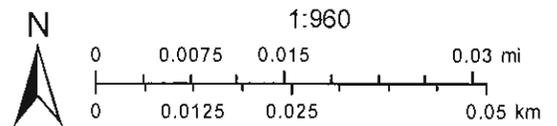
[Signature]
Engineering Information Base

301 WOODLAND LANE



March 16, 2016

 Parcels



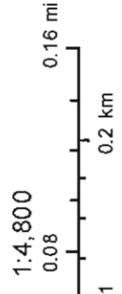
Basemap information here

WOODLAND GOLF CLUB



March 16, 2016

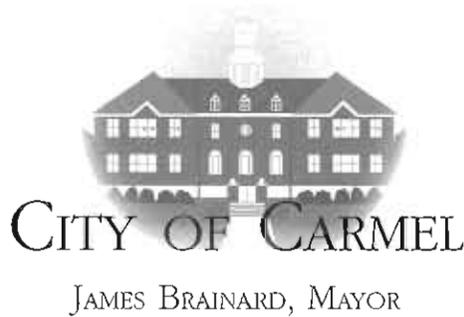
Parcels



Basemap information here

March 16, 2016

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



RE: LANE RESTRICTION – PENNSYLVANIA STREET ROUNDABOUT @ 131ST STREET – AT&T

Dear Board Members:

Mr. Mark Clear, ASE Design Engineer for AT&T, is requesting approval for a lane restriction of Pennsylvania Street at the 131st Street roundabout to access a manhole for AT&T service to the Indiana Spine Group.

The location of work is in the easternmost southbound lane of the roundabout at the intersection of 131st Street. (Exhibits attached) Lane restriction is needed to gain access into the existing manhole at that location. Work is expected to take approximately 4 hours.

Work is scheduled to begin upon Board approval.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Lane restriction shall remain in place until completion of the project. Restriction signage will remain in place during the duration of the project repair. Traffic signage shall be placed to allow merging of vehicles to both west bound 131st Street and into the southbound Pennsylvania Street roundabout.
- Development of a Maintenance of Traffic Plan conforming to INDOT Work Zone Safety Manual covering lane restriction shall be developed by the petitioner and reviewed and approved by the Department of Engineering prior to implementation at the work site.
- Petitioner agrees to post proper lane restriction signage in accordance with the approved Maintenance of Traffic Plan.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way of the roundabout and/or Pennsylvania Street shall be restored to the satisfaction of the City when work is completed.
- Traffic of the roundabout in all directions shall be maintained at all times during the work. A minimum 10' lane shall be provided at all times within the work area.

Sincerely,

A handwritten signature in black ink, appearing to read "JK", is written over a horizontal line.

Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\AT&TPENNSYLVANIASTREET&131STSTREETROUNDABOUT.DOC

3/15/2016

AT&T
240 N. Meridian St
Indianapolis, IN 46204

City of Carmel BPW
1 Civic Square
Carmel, IN 46032

To the BPW approval committee:

AT&T is formally petitioning approval for a temporary lane closure, south of the traffic circle at the intersection of E 131st St and N Pennsylvania St. The actual address of the underground structure in question, is 13090 N Pennsylvania St. Please see the 2nd page for a photo of the location to be restricted.

Access is required to fulfill the service order of our customer, Indiana Spine Group, located at 13225 N. Meridian St. Scheduling of this operation is dependent upon the disposition of our request to you.

Thank you for your time and attention to this matter.

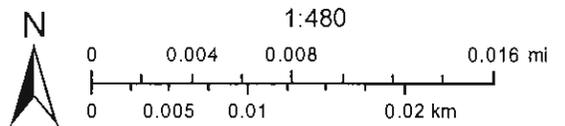
Mark Clear
ASE Design Engineer
AT&T

13090 PENNSYLVANIA STREET



March 16, 2016

 Parcels



Basemap information here





JAMES BRAINARD, MAYOR

March 18, 2016

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

RE: LANE RESTRICTIONS – CLAY TERRACE BOULEVARD – CLAY TERRACE

Dear Board Members:

Mr. Andrew Taylor, Project Engineer for American Structurepoint, Inc., on behalf of Clay Terrace Partners, LLC, is requesting approval for lane restrictions on Clay Terrace Boulevard for the construction of a raised pedestrian crossing at the Clay Terrace Mall.

The petitioner notes that the new raised pedestrian crossing will provide safer pedestrian movements for the mall patrons than the existing grade level crossing.

Lane restrictions will be required in both directions of Clay Terrace Boulevard beginning approximately 1,280' south of 146th Street and ending at the roundabout south of the 146th Street intersection. (Exhibits attached) The crossing will be approximately 1,593' south of the 146th Street intersection. Thru traffic will be routed into the parking access lanes on both sides of the proposed crossing. Parking within the lanes will be prohibited during the construction period. Additional signage and lighting will be provided at this crossing to warn motorists of the pedestrian crossing for driver awareness.

Work is scheduled to begin upon Board approval. Lane restriction will require 2 to 3 weeks for completion.

The Department of Engineering recommends that the Board approve the requested lane restrictions contingent upon satisfaction of the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 65-227(a)(1), 6-227(a)(8) and 6-227(b).
- The petitioner agrees to meet with the Department of Engineering to develop a traffic control plan conforming to requirements of the Indiana Department of Transportation Work Zone Safety Manual.
- Thru traffic shall be maintained in both directions of Clay Terrace Boulevard at all times.
- Lane restriction signage shall be placed in advance of the work in accordance with the Manual of Uniform Traffic Control Devices and remain in place during the construction work period.
- Any damage to the existing improvements within the right of way of Clay Terrace Boulevard shall be restored to the satisfaction of the City when the work is complete.

Page 2 of 2

CLAY TERRACE BOULEVARD LANE RESTRICTION

March 18, 2016

- Access to all commercial business surrounding the work site shall be maintained at all times. Pedestrian traffic on both sides of Clay Terrace Boulevard adjoining the work site is not to be restricted at any time. Notification to all commercial businesses within Clay Terrace shall be made 48 hours prior to commencement of work activities.
- Right turn and left turn traffic onto the intersection at the northern end of lane restriction shall be maintained at all times.

Sincerely,



Jeremy Kashman, P.E.

City Engineer

ATTACHMENTS

S:\BPW16\RESTRICTIONS\CLAYTERRACEBLVDLANERESTRICTION.DOC



AMERICAN
STRUCTUREPOINT
INC.

March 16, 2016

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

Re: Request for Construction of Raised Pedestrian Crossing and Temporary Lane Closure, Clay Terrace Boulevard

Dear Mr. Kashman:

American Structurepoint, Inc., on behalf of our client, Clay Terrace Partners LLC, respectfully requests the following construction of a raised pedestrian crossing and temporary lane closure of Clay Terrace Boulevard.

The proposed project requires the construction of a new raised pedestrian crosswalk located on Clay Terrace Boulevard approximately 1,593' south of the intersection of Clay Terrace Boulevard and 146th Street. This raised pedestrian crossing will provide for safer pedestrian movements for the mall patrons than the existing crossing. Along with the raised crossing, additional signage and lighting will be provided at this crossing to warn motorists of the pedestrian crossing to increase driver awareness (Refer to Exhibit 1 for the Raised Pedestrian Crossing Location).

In order to provide this improvement, temporary lane restrictions will be required in both the northbound and southbound directions of travel beginning at the intersection approximately 1,280' south of the intersection of Clay Terrace Boulevard and 146th Street and ending at the roundabout south of the aforementioned intersection. (Refer to Exhibit 2 for the Lane Restrictions).

At this time, we ask to be placed on the agenda for the next Board of Public Works meeting on April 6, 2016.

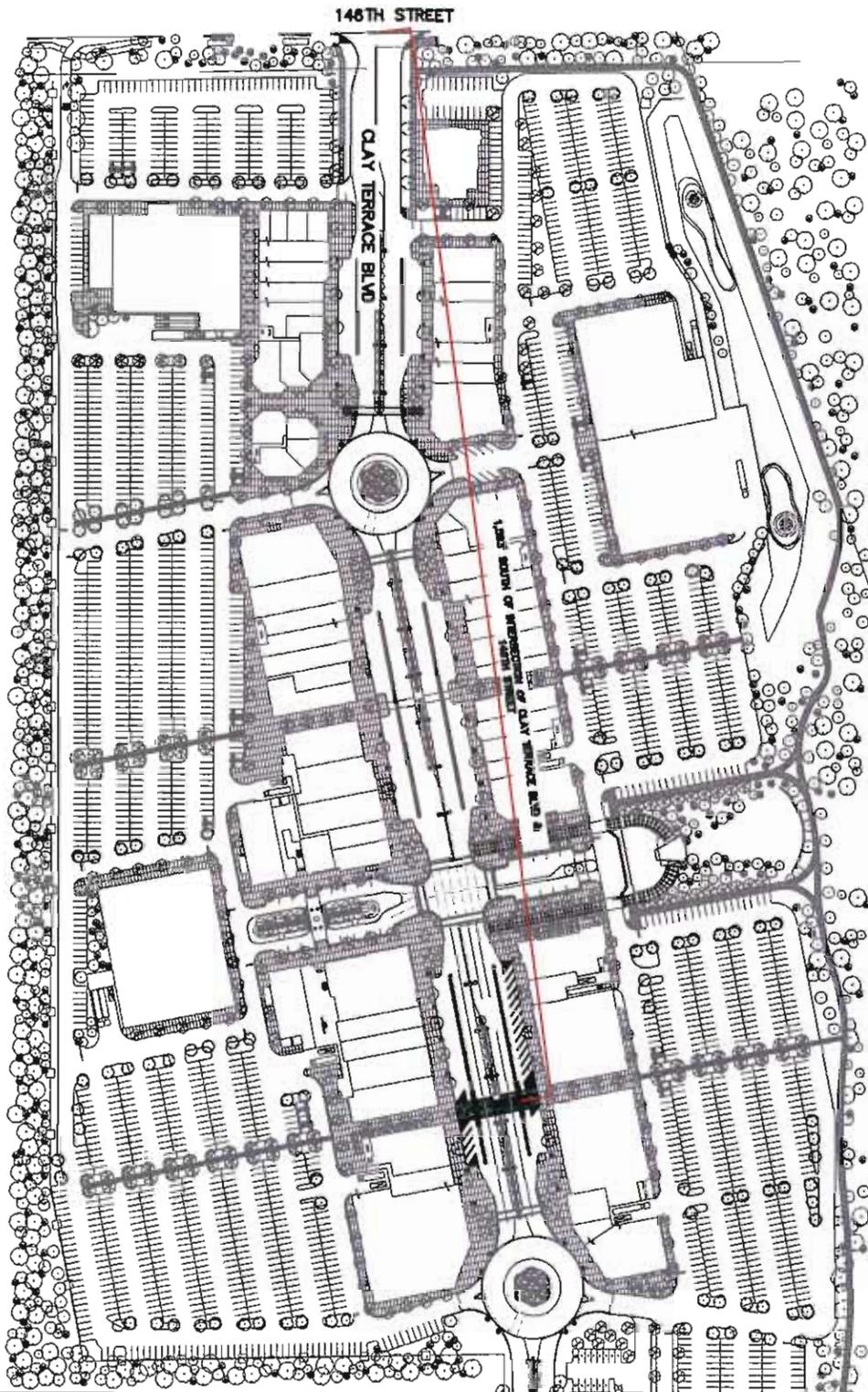
We appreciate your time and consideration of our request. Please call me at (317) 547-5580 if you have any questions.

Very truly yours,
American Structurepoint, Inc.

Andrew R. Taylor PE, CFM, LEED AP
Project Manager

201000806





PEDESTRIAN CROSSING LOCATION EXHIBIT

AMERICAN
STRUCTUREPOINT
 INC.

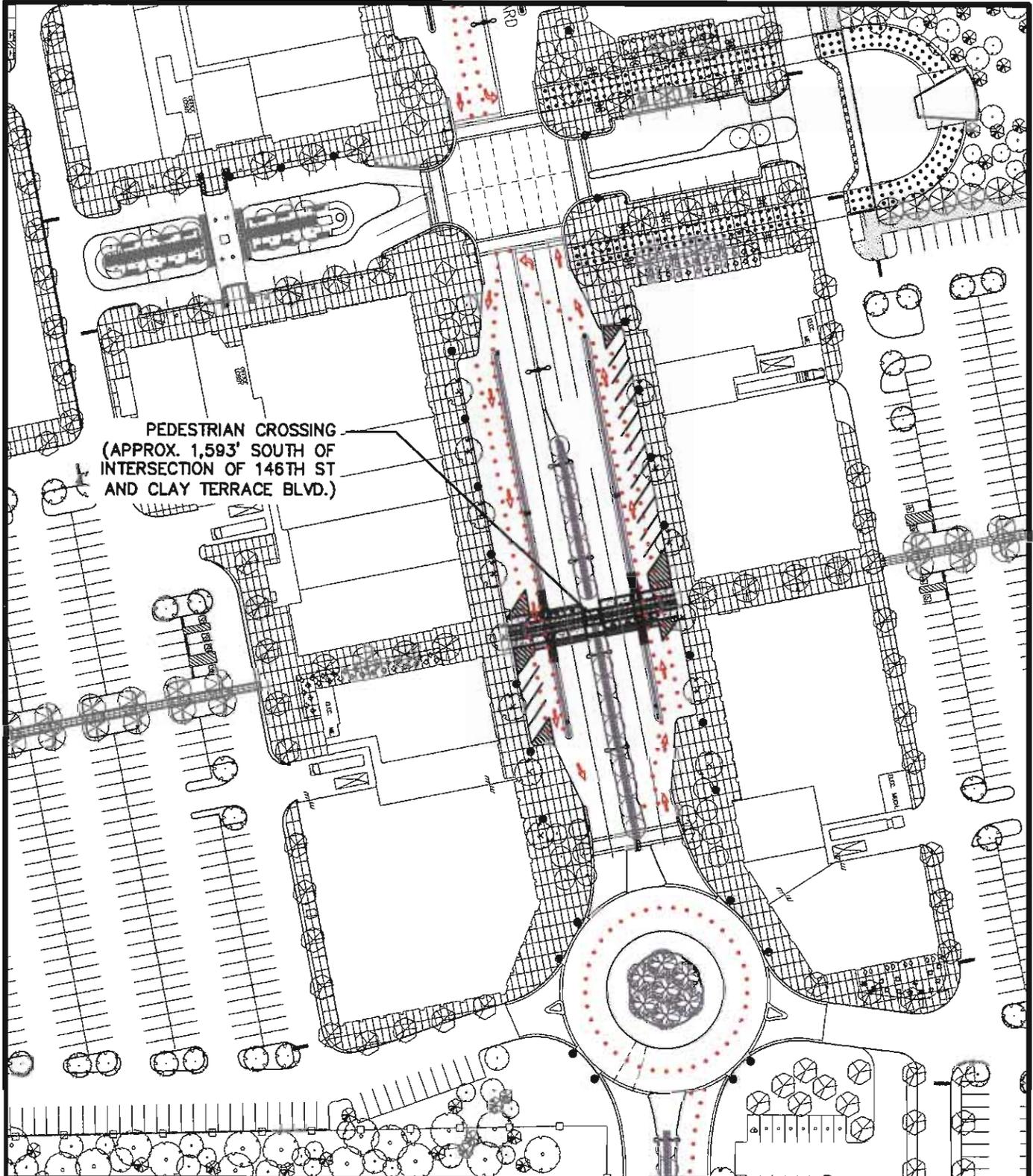
7260 SHADELAND STATION
 INDIANAPOLIS, IN 46256-3957
 TEL 317.547.5580 FAX 317.543.0270
 www.structurepoint.com

SCALE:	1" = 250'
DATE:	03/16/2016
DRAWN BY:	ART
CHK'D. BY:	ART
JOB NO.	2010.00806

SHEET NO.

1

OF



LANE CLOSURE EXHIBIT

AMERICAN
STRUCTUREPOINT
INC.

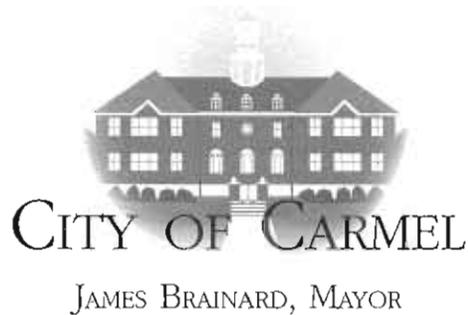
7260 SHADELAND STATION
INDIANAPOLIS, IN 46256-3957
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SCALE:	1" = 100'
DATE:	03/16/2018
DRAWN BY:	ART
CHK'D. BY:	ART
JOB NO.	2010.00806

SHEET NO.

2

OF



March 22, 2016

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

RE: RECREATIONAL PATHWAY CLOSURE /OPEN CUT -- 760 EAST 116TH STREET -- VECTREN ENERGY

Dear Board Members:

Ms. Resa Glover, Engineering Technician Vectren Energy Delivery, is requesting approval for recreational pathway closure and pathway open cut at 760 East 116th Street to provide gas service to the new Children's Learning Center at said address. (Location exhibits attached)

Closure and cut of the pathway is requested due as the existing Vectren's 4" plastic gas main lies under the pathway at the location. Open cut is required to expose the main. A 4'x5' cut in the asphalt pathway will be required. Pathway closure will not be closed for more than 1 day.

The pathway will be temporarily repaired before the Vectren's construction crew leaves the work site and will have final repairs provided at a later date by Case Construction.

Work is scheduled to begin upon Board approval.

The Department of Engineering recommends that the Board approve the request for closure and open cut of the recreational pathway contingent upon satisfaction of the following requirements:

- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route for the pathway prior to closure of the pathway.
- The petitioner agrees to post all signage identifying the pathway closure and detour route prior to closing the pathway. A sign, measuring at least 18"x12", shall be posted on all sides of the closure indicating detour route and shall read "PATHWAY CLOSED".
- Any damage to the pathway or other improvements within the 116th Street right-of-way connected with the construction of the project shall be restored to comply with all city codes and standards to the satisfaction of the City when work is complete.
- Work associated the project shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any materials or equipment cannot be stored in the right-of-way unless scheduled for immediate use or installation.
- The petitioner understands that approval is granted for the recreational pathway closure & open cut only.

Page 2 of 2
VECTREN ENERGY PATHWAY CLOSURE 116TH STREET
March 22, 2016

- The existing pathway shall be sawcut at the limits of removal and repaired in accordance with Carmel City Standard Drawing 10-16.

Sincerely,

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

Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\VECTRENPATHWAYCLOSURE760116thSTREET.DOC



PO Box 1700
Noblesville, IN. 46061
3/21/16

Engineering Department
City of Carmel

Dear Sir:

Please find attached the permit request to cut the asphalt path on the north side of E. 116th St. south of the property at 760 E. 116th St.

Our 4" plastic gas main lies under the asphalt path. In order to provide gas service to the customer at 760 E. 116th St. we will have to excavate and expose the main.

Miller Pipeline will cut a 4' x 5' hole, 10' north of the pavement line of E. 116th St. and 100' west of the center line of Walkabout Cir. E. The walk path will not be closed for more than 1 day. There will be proper signage and safety cones placed in the construction area.

The asphalt path will be temporarily repaired before the construction crew leaves the site. At a later date Case Construction will perform final repairs to your specifications.

Hopefully this request has been submitted early enough that it can be presented to the Board of Works at their meeting on 4/6/16.

If you have further questions about the project, please contact me at the office phone number listed below.

Sincerely,

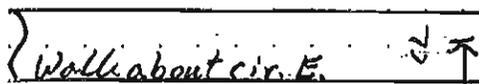
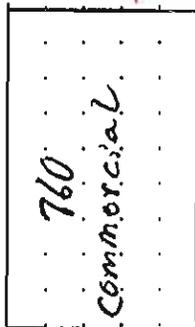
A handwritten signature in blue ink that reads "Resa Glover".

Resa Glover, Engineering Technician
Vectren Energy Delivery
317-776-5550 phone
317-776-5553 fax
tglover@vectren.com

Remember to indicate NORTH for each sketch.

↑ N

T.Z.
M.R.L.
2-23-16



100'

4x5 side walk cut

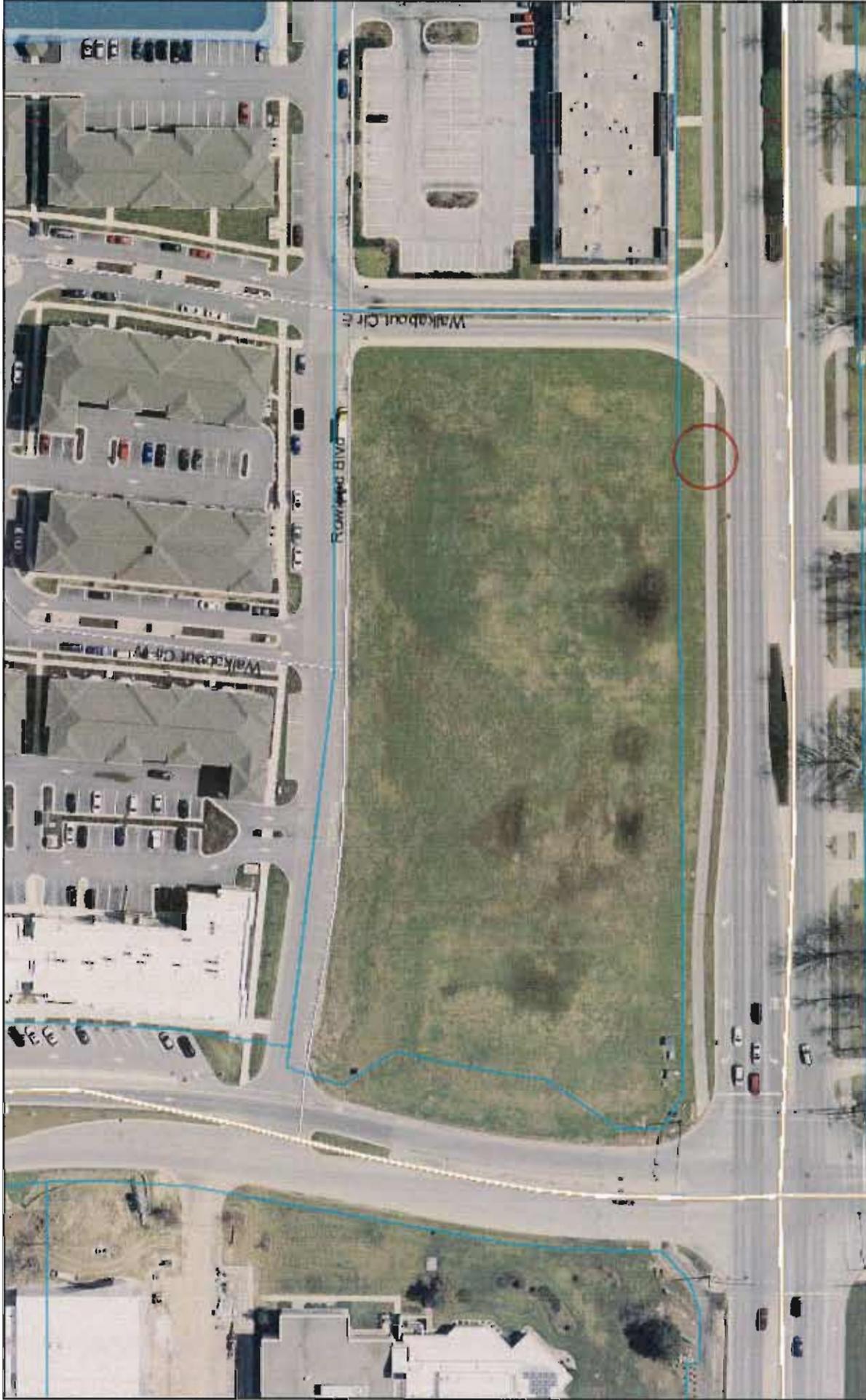
10'

116th St

760 E. 116th St.
Comm. L
No # 13017439

39.95686
-86.14432

760 EAST 116TH STREET

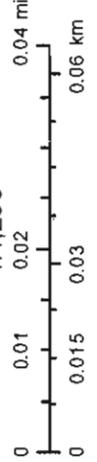


March 22, 2016

Parcels



1:1,200



Basemap information here



March 22, 2016

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

JAMES BRAINARD, MAYOR

RE: LANE RESTRICTION – 55 EAST 111TH STREET – DUKE ENERGY

Dear Board Members:

Mr. D'Mon Williams, Distribution Engineering Associate for Duke Energy, is requesting approval for a lane restriction of East 111th Street to install new overhead facilities to serve the new expansion of Delta Faucet headquarters.

The lane restriction will be in the northern westbound lane of East 111th Street, due west of Pennsylvania Street. Lane restriction will be in length of approximately 100'. (Work exhibit attached) Work is scheduled to begin upon Board approval and will take approximately 4 hours for completion.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Development of a Maintenance of Traffic Plan conforming to INDOT Work Zone Safety Manual covering lane restriction shall be developed by the petitioner and reviewed and approved by the Department of Engineering prior to implementation at the work site.
- Petitioner agrees to post proper lane restriction signage in accordance with the approved Maintenance of Traffic Plan.
- Any damage to the existing improvements within the right of way of East 111th Street shall be restored to the satisfaction of the City when work is completed.
- West bound traffic on East 111th Street shall be maintained at all times during the work hours. A minimum 10' lane in the working lane restriction area shall be provided at all times.
- Southbound traffic of Pennsylvania Street turning westbound onto 111th Street shall not be restricted.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\BPW16\CLOSURES\DUKELANERESTRICTIONEAST111THSTREET.DOC



3/17/16

Department of Public Works
ATTN: Mr. David Barnes
One Civic Square
Carmel, IN 46033

Re: Traffic restriction request
55 E 111TH ST CARMEL, IN
Facility/ Equipment Installation

To whom it may concern:

I am writing to request approval of the restriction of 100ft of traffic located at 55 E 111TH St, in existing ROW. In order to install new overhead facilities to serve new expansion of Delta Faucet . The proposed start and finish date would be the week of 3/21/2017. This work will take approximately 4 hours to complete.

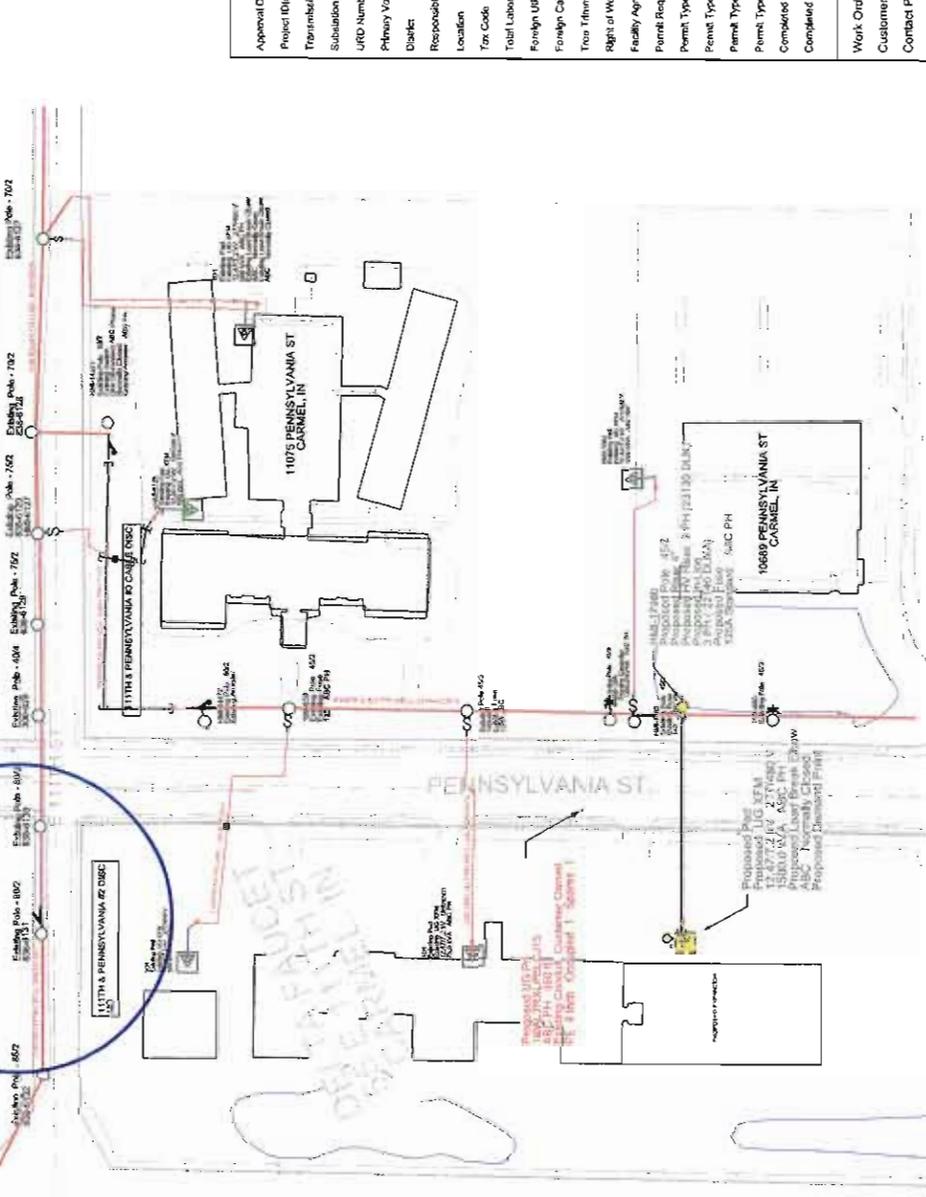
Sincerely,

D 'Mon Williams
Distribution Engineering Associate
Duke Energy
16745 South park Dr. Westfield, IN
317-896-6721

ASES: Reviewer: "Your Circle of Safety."
 WBS: TRIP/PC CONTROL, NECESSARY, FLOODING
 WBS:



Add to System Protection, Facility ID, and Blocking Device Type
 Add to System Protection, Facility ID, and Blocking Device Type
 Add to System Protection, Facility ID, and Blocking Device Type
 Add to System Protection, Facility ID, and Blocking Device Type



Scops of Work
 Install 300' of 1/0ALTRXLPELCLJ15 (ABC) via customer installed conduit
 Install 1500 KVA (ABC) UG XFMR on customer installed pad
 Install 45/2 Pole with 3-PH Riser construction (22140DUKA, 23130 DUK, Fuse, HV Riser)
 Install meter at XFMR
 Proposed project to serve Delta Faucet Expansion
 Contact:
 Kevin McClure (Project Engineer) : 317-750-2216
 Greg Insh (Site Superintendent) : 317-714-3252

Approval Date	NRIN
Project ID(s)	NI324301245
Transmission Circuit	HOMEPLACE (40) / 1245
Substation Circuit	
JRD Number	1241721V
Primary Voltage	CUKRL
District	S421
Responsibility Center	CLAY TANKS-RP
Location	TC2901B
Line Code	
Total Labor Hours	
Foreign Utility #	
Foreign Cable #	
Trip	Yes... No... Yes... No... Yes... No... Yes... No...
Right of Way	
Facility Agreement	
Permit Required	
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	
Completed By	
Completed Date	
Work Order Number	7119992
Customer/Contract	DELTA FAUCET
Contact Phone	817-603-4423
Job Site Address	55 1117N ST E
City	HAMILTON
County	HAMILTON
State	IN
Zip	46280
Designer	D. Mon. T. Williams
Designer Phone	317-776-8206
3PH Installation to serve proposed DELTA Faucet Expansion	



55 EAST 111TH STREET

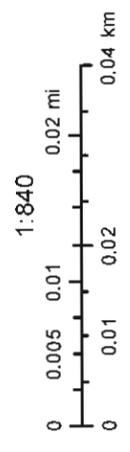


March 22, 2016

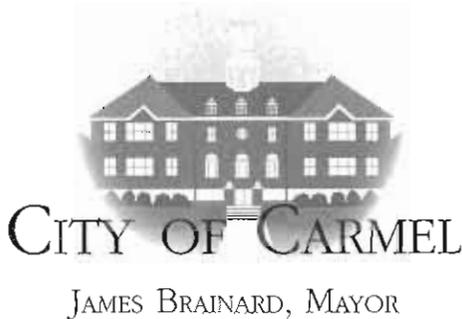
Parcels



1:840



Basemap information here



March 25, 2016

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

RE: LOWES WAY – CORE LOCATIONS – EARTH EXPLORATION, INC.

Dear Board Members:

Mr. Mark Knuttel, Project Coordinator for Earth Exploration, Inc., is requesting approval for geotechnical engineering evaluation (soil boring) of Lowes Way in advance of the future extension of the roadway. There will be four (4) vertical borings in the vicinity of the south entrance to the Lowes Store. The borings will be a depth of 7.5' and will be approximately 6" in diameter. The borings will be within the pavement area, but will not need lane restriction due to location outside of the travel lanes. (Exhibits attached)

Each boring location will take from 15 to 30 minutes. Work is scheduled to take place on April 11, 2016. The road will be cored with plugs reinstated after the core hole finding.

The Department of Engineering recommends that the Board approve the requested pavement vertical borings conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper signage indicating location of work areas.
- Any damage to the existing improvements within the right-of-way shall be restored to the satisfaction of the City when work is completed.
- Traffic shall be maintained at all times. Access to other commercial entrances adjoining the work area shall not be restricted or closed.
- Test holes shall be core drilled and reset with the existing core plug utilizing the "Utilicoring System" provided by Utilicor Technologies, Inc. or equal. If not possible, contractor is to work with the Department of Engineering to establish an acceptable repair for pavement.
- No equipment or materials shall be stored in the rights-of-way outside of work construction hours.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\RESTRICTIONS\LOWESWAYCORELOCATIONS.DOC

March 24, 2016

Mr. Caleb Warner
City of Carmel
Department of Engineering
One Civic Square
Carmel, IN 46032

Re: Geotechnical Engineering Evaluation
Lowe's Way Extension Project
Carmel, Hamilton County, Indiana
EEI Project No. 1-15-383

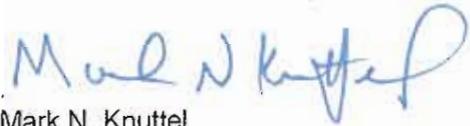
Dear Mr. Warner:

As previously discussed, Earth Exploration, Inc. will be performing four vertical soil borings along Lowe's Way in the vicinity of the south entrance to the Lowe's Store. The borings will be performed in the pavement and will be advanced to a depth of 7.5 ft with a diameter of about 6 inches. The location of the borings will be such that we should not have to restrict traffic along Lowe's Way. Attached is an aerial photograph showing the proposed boring locations. Boring RB-3 will be located in the middle of three lanes entering and exiting the Lowe's Store which will allow for traffic to flow by us. The other three soil borings will be performed in the pavement of non-travel areas. These field activities should take about 15 to 30 minutes at each of the four locations. From our discussion, this letter will be presented to the Board of Public Works on April 6th. Our anticipated start date will be the following Monday (April 11th). I will be out of the office the next two weeks and future communications should be with Curtis Bradburn of our office. Curtis is the project manager for this geotechnical engineering evaluation. His email address is cbradburn@earthengr.com.

Thank you for your assistance.

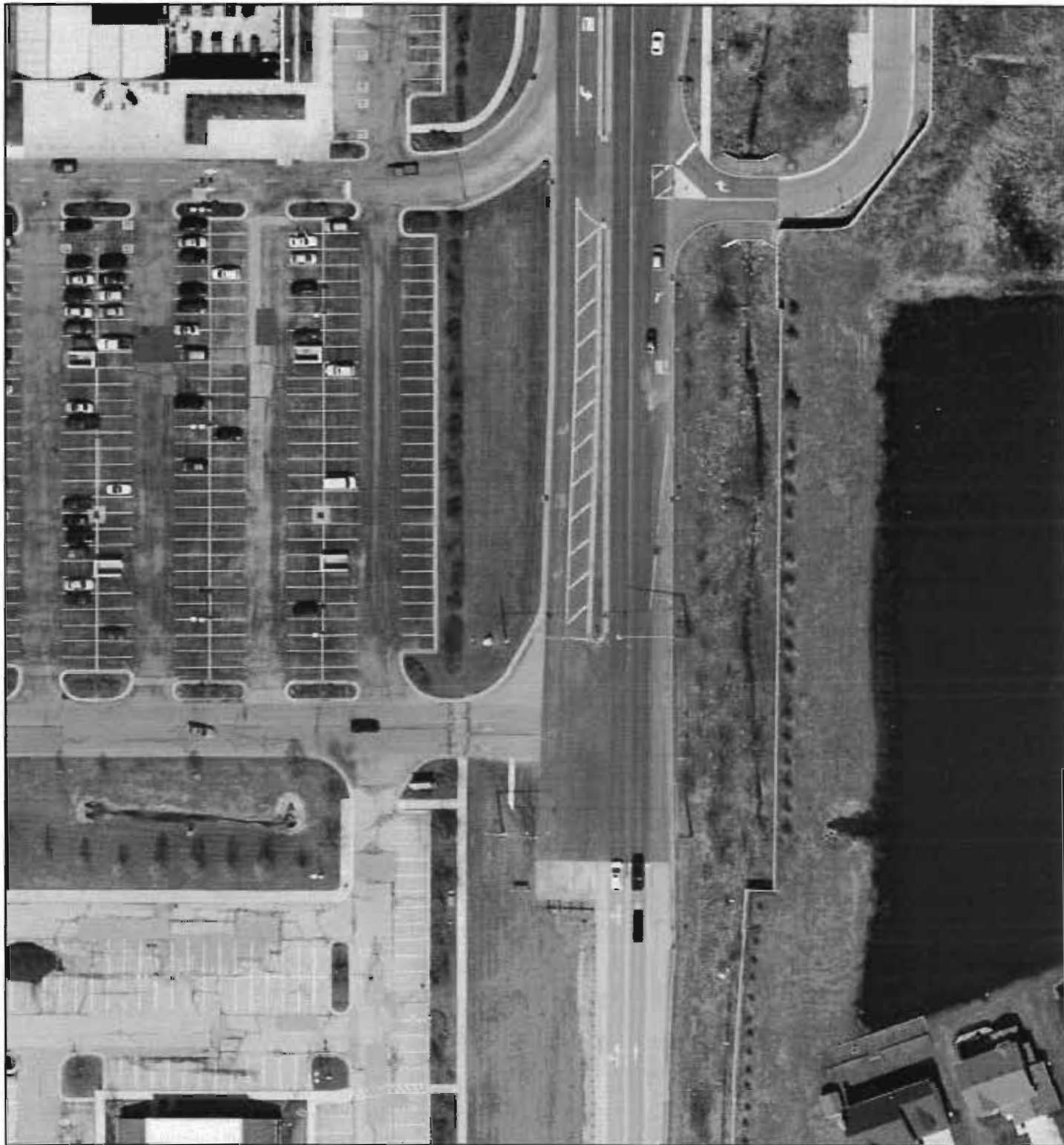
Sincerely,

EARTH EXPLORATION, INC.

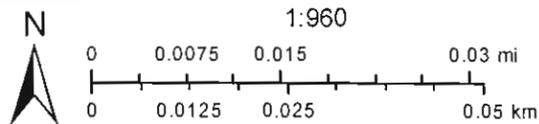


Mark N. Knuttel
Project Coordinator

LOWES WAY

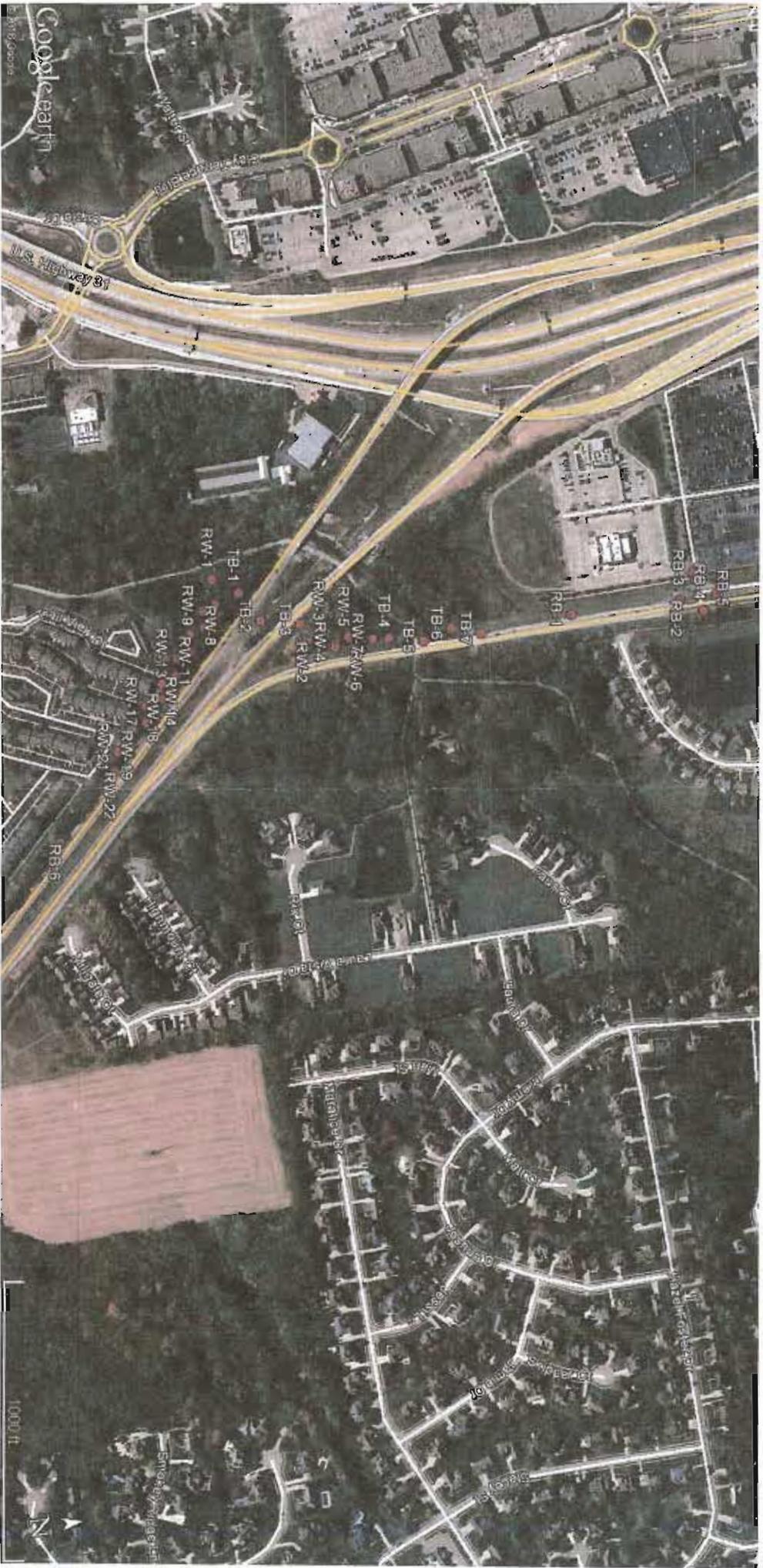


March 25, 2016



Basemap information here







JAMES BRAINARD, MAYOR

March 29, 2016

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

RE: REQUEST FOR VARIANCE (FENCE IN EASEMENT) – 14066 JAMES DEAN DRIVE, CARMEL INDIANA 46033

Dear Board Members:

Kris & Fernanda Strobel, owners of the property with a common address of 14066 James Dean Drive, have requested a variance from Section 6-227(a)(4) of the City of Carmel Code for the installation of a fence in a portion of the lot designated as a 10' Drainage Easement and BMP Easement.

It is not expected that the installation of the 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 petitioners adhere to the conditions recommended below). The Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the fence that, in the opinion of the City, represent a Detriment as defined in City Code.
3. Petitioner or fence installer shall locate subsurface drain near backyard property line and ensure fence is installed so the fence posts avoid this infrastructure.
4. Petitioners obtain approval from the HOA for installation of the fence if such approval is required by the restrictive covenants of the development.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\BPW16\14066JAMESDEANDRREQUESTFORVARIANCEFENCE.DOC



JAMES BRAINARD, MAYOR

March 29, 2016

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

RE: REQUEST FOR VARIANCE (FENCE IN EASEMENT) – 14074 JAMES DEAN DRIVE, CARMEL INDIANA 46033

Dear Board Members:

Timothy & Catherine Patrick, owners of the property with a common address of 14074 James Dean Drive, have requested a variance from Section 6-227(a)(4) of the City of Carmel Code for the installation of a fence in a portion of the lot designated as a 10' Drainage Easement and BMP Easement.

It is not expected that the installation of the 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 petitioners adhere to the conditions recommended below). The Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the fence that, in the opinion of the City, represent a Detriment as defined in City Code.
3. Petitioner or fence installer shall locate subsurface drain near backyard property line and ensure fence is installed so the fence posts avoid this infrastructure.
4. Petitioners obtain approval from the HOA for installation of the fence if such approval is required by the restrictive covenants of the development.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\BPW16\14074JAMESDEANDRREQUESTFORVARIANCEFENCE.DOC

EXHIBIT B

TOE ELEV. = 754.10
100 YEAR ELEV. = 751.41

SOUTH SIDE
OF D.E.

57.6'
20'
37.6'



1" = 30'

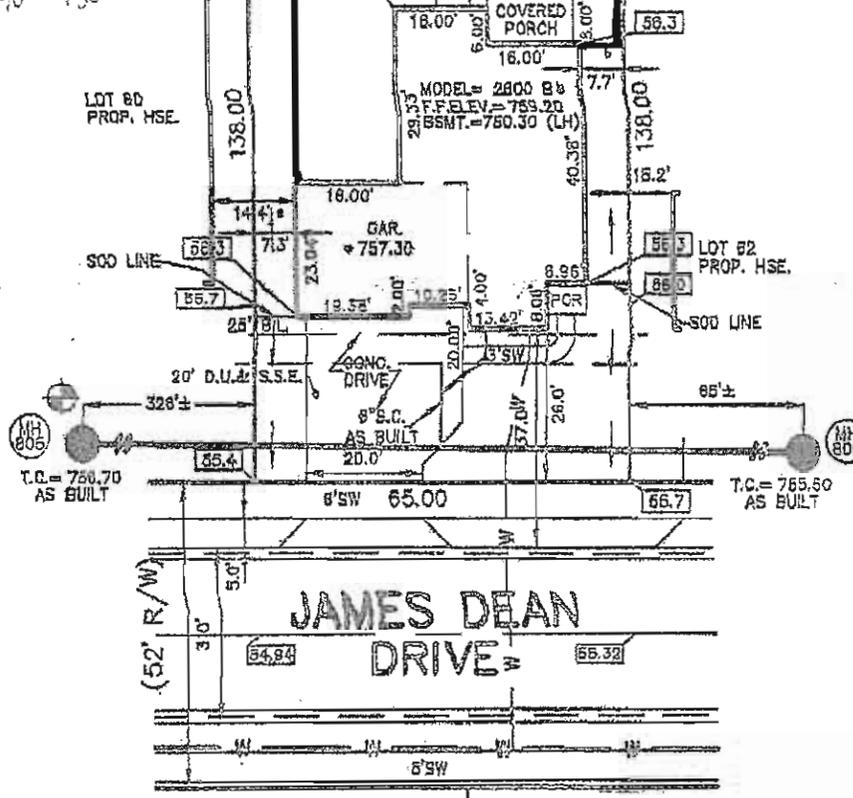
LOT AREA: 8,970 Sq. Ft.

FRONT M.L.A.G.	= 756.3
FRONT M.F.P.G.	= 756.3
REAR M.L.A.G.	= 756.1
REAR M.F.P.G.	= 756.1
M.F.F.	= 756.8

SE CORNER
OF GARAGE
TO SOUTH
SIDE OF
EASEMENT

140° 138'

LOT 80
PROP. HSE.



LEGEND:

- XX.X PROPOSED GRADE PER PLAN
- XX.XAB AS BUILT GRADE
- S.S.D. --- EUE-SURFACE DRAIN
- ==== SANITARY SEWER
- ==== STORM SEWER
- ==== WATER MAIN
- ==== 3/4" WATER CONNECTION
- o o o o SWALE

- SANITARY MANHOLE
- STORM MANHOLE
- CURB INLET
- FIRE HYDRANT

- D.U.&S.S.E. DRAINAGE UTILITY & SANITARY SEWER EASEMENT
- B.M.P.E. BEST MANAGEMENT PRACTICE EASEMENT
- D.U.E. DRAINAGE & UTILITY EASEMENT
- B.L. BUILDING LINE
- D.E. DRAINAGE EASEMENT
- T.O.B. TOP OF BANK
- M.F.P.G. MINIMUM FINISHED PAD GRADE
- M.L.A.G. MINIMUM LOWEST ADJACENT GRADE
- M.F.F. MINIMUM FINISHED FLOOR

ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM "RECORD DRAWINGS" FURNISHED BY ENGINEER.

BENCHMARK
TOP OF CASTING = 756.70



David J. Stoepelweert

NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

LOT 61
THE MEADOWS AT THE LEGACY
SECTION THREE

INST. #2014054240
P.C. #5, Slide #280
ZONING: PUD
3' MINIMUM SIDE YARD
8' MINIMUM BETWEEN STRUCTURE
20' MINIMUM REAR YARD

SOD: 141± Sq. Yd.
SEEDING: 4892± Sq. Ft.
SEED IN EASEMENT: 650± Sq. Ft.
CONC. DRIVEWAY: 728± Sq. Ft.
PRIVATE WALK: 68± Sq. Ft.
PUBLIC WALK: 270± Sq. Ft.
ADDITIONAL SOD TO REAR EASEMENT: 482± Sq. Yd.

SIGNATURE: _____ DATE: _____

SIGNATURE REPRESENTS CONFIRMATION OF RECEIPT OF PLOT PLAN BY CUSTOMER



39.9° N - 86.1° W



JAMES BRAINARD, MAYOR

March 22, 2016

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

RE: REQUEST FOR VARIANCE (AWNING IN RIGHT OF WAY) – 854 RANGELINE ROAD S, NASH BUILDING, CARMEL INDIANA 46032

Dear Board Members:

CCC Nash, LLC, owner of the property with a common address of 854 Rangeline Road S, known as the Nash Building, has requested a variance from Section 6-227(a)(4) of the City of Carmel Code for the installation of an awning in the Right of Way of Rangeline Road S.

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

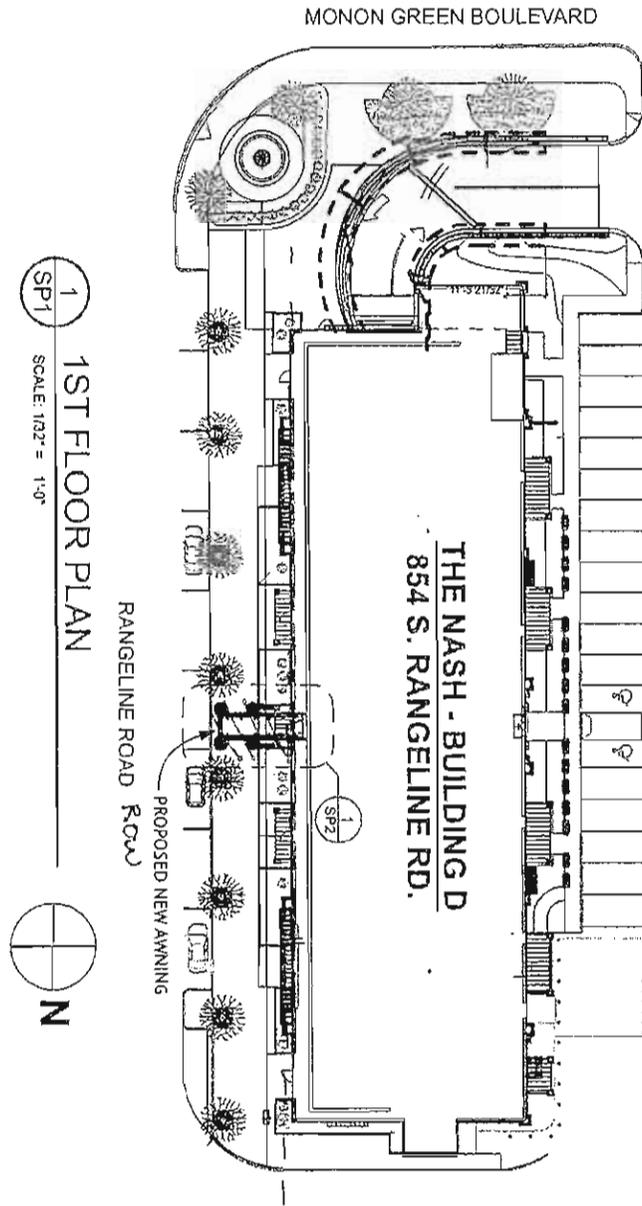
1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the awning that, in the opinion of the City, represent a Detriment as defined in City Code.
3. Petitioners shall ensure that awning is ADA compliant and allows flow of pedestrians utilizing sidewalk.
4. Petitioners shall obtain all necessary permits and approvals from the Engineering Department and Department of Community Services for installation of the awning.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\BPW16\854RANGELINEROADNASHBLDGREQUESTFORVARIANCEAWNING.DOC

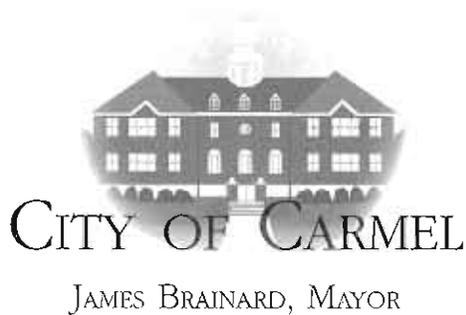
EXHIBIT B



PEDCOR
Architecture / Project Management
355 City Center Drive
Carmel, Indiana 46032
317.705.7979 (voice)
317.705.7980 (fax)

THE NASH RESIDENCES AWNING
854 SOUTH RANGE LINE ROAD
CARMEL, IN 46032
SUPPLEMENTAL DRAWING
2/22/16

SP1



March 29, 2016

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

RE: CONSENT TO ENCROACH – 14066 JAMES DEAN DRIVE – FENCE IN EASEMENT

Dear Board Members:

A Consent to Encroach document signed by Kris & Fernanda Strobel, owners of the property with a common address of 14066 James Dean Drive, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the April 6, 2016 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:\BPW16\14066JAMESDEANDRENCROACHMENT.DOC

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Kris J. Strobel & Fernanda Strobel, 14066 James Dean Drive, Carmel, Hamilton County, Indiana 46033, (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 60 ("Lot") in The Meadows at the Legacy, Section Three 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 5, Slide 280, Instrument # 2014054240 in the Office of the Hamilton County Recorder on December 2, 2014, as The Meadows at the Legacy, Section Three (the "Plat"); and

WHEREAS, the current Owner wishes to install 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 a 10' Drainage and BMP Easement, identified as 10' D.E. & B.M.P.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

F.S. / K.S.

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 April 6, 2016; 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.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded 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 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.

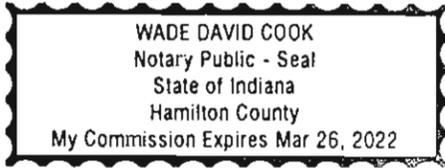
"OWNER"

KRIS J. STROBEL

Kris J Strobel
 Signature
 Date: 03/11/2016

FERNANDA STROBEL

Fernanda Strobel
 Signature
 Date: 03/11/2016



STATE OF INDIANA)
) SS:
 COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared KRIS J. STROBEL & FERNANDA STROBEL, 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 11 day of March, 2016

Wade Cook
 NOTARY PUBLIC
Wade Cook
 Printed Name

My Commission Expires:
3-26-22

My County of Residence: Hamilton

“CITY”

CITY OF CARMEL, INDIANA,
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY

BY: _____
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

Christine S. Pauley, 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 CHRISTINE S. PAULEY, 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 ____.

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

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 60 IN THE MEADOWS AT THE LEGACY, SECTION THREE RECORDED IN THE OFFICE OF THE HAMILTON COUNTY RECORDER ON DECEMBER 2, 2014 IN PLAT CABINET 5, SLIDE 280, AS INSTRUMENT # 2014054240



JAMES BRAINARD, MAYOR

March 29, 2016

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

RE: CONSENT TO ENCROACH – 14074 JAMES DEAN DRIVE – FENCE IN EASEMENT

Dear Board Members:

A Consent to Encroach document signed by Mr. & Mrs. Timothy Patrick, owners of the property with a common address of 14074 James Dean Drive, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the April 6, 2016 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:\BPW16\14074JAMESDEANDRENCROACHMENT.DOC

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Timothy J. Patrick & Catherine L. Patrick, 14074 James Dean Drive, Carmel, Hamilton County, Indiana 46033, (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 61 ("Lot") in The Meadows at the Legacy, Section Three 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 5, Slide 280, Instrument # 2014054240 in the Office of the Hamilton County Recorder on December 2, 2014, as The Meadows at the Legacy, Section Three (the "Plat"); and

WHEREAS, the current Owner wishes to install 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 a 10' Drainage and BMP Easement, identified as 10' D.E. & B.M.P.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 April 6, 2016; 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.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded 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 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"

TIMOTHY J PATRICK

Timothy J Patrick
 Signature
 Date: 3-11-2016

CATHERINE L. PATRICK

Catherine L Patrick
 Signature
 Date: 3/11/2016

STATE OF INDIANA)
) SS:
 COUNTY OF Hamilton)



Before me, a Notary Public in and for said County and State, personally appeared TIMOTHY J. PATRICK & CATHERINE L. PATRICK, 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 11th day of March, 2016.

My Commission Expires:
August 21, 2016

Kathryn Lustig
 NOTARY PUBLIC
Kathryn Lustig
 Printed Name

My County of Residence: Hamilton

“CITY”

CITY OF CARMEL, INDIANA,
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY

BY: _____
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

Christine S. Pauley, 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 CHRISTINE S. PAULEY, 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____.

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

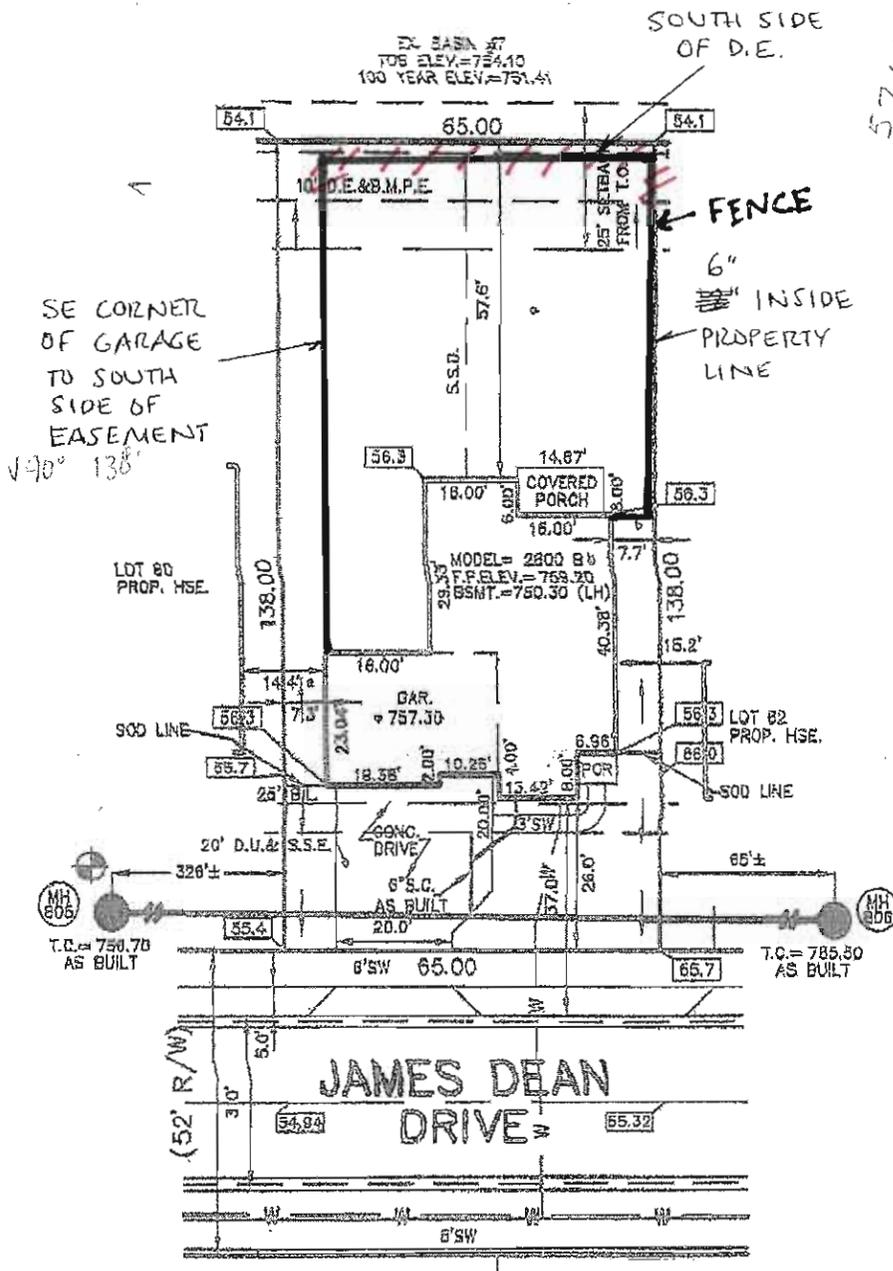
This instrument was prepared by Douglas C. Haney, Esquire, City Attorney, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties of 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 61 IN THE MEADOWS AT THE LEGACY, SECTION THREE RECORDED IN THE OFFICE OF THE HAMILTON COUNTY RECORDER ON DECEMBER 2, 2014 IN PLAT CABINET 5, SLIDE 280, AS INSTRUMENT # 2014054240

EXHIBIT B



57.6'
20'
37.6'



1" = 30'

LOT AREA: 8,970 Sq. Ft.

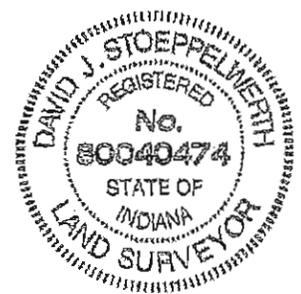
FRONT M.L.A.G.	= 758.3
FRONT M.F.P.G.	= 758.3
REAR M.L.A.G.	= 758.1
REAR M.F.P.G.	= 758.1
M.F.F.	= 758.8

- LEGEND:
- XX.X PROPOSED GRADE PER PLAN
 - XX.XAB AS BUILT GRADE
 - S.S.D. --- SUB-SURFACE DRAIN
 - ==== SANITARY SEWER
 - ==== STORM SEWER
 - ==== WATER MAIN
 - W 3/4" WATER CONNECTION
 - o o o o SWALE

- SANITARY MANHOLE
- STORM MANHOLE
- CURB INLET
- FIRE HYDRANT
- D.U.&S.S.E. DRAINAGE UTILITY & SANITARY SEWER EASEMENT
- B.M.P.E. BEST MANAGEMENT PRACTICE EASEMENT
- D.&U.E. DRAINAGE & UTILITY EASEMENT
- B.L. BUILDING LINE
- D.E. DRAINAGE EASEMENT
- T.O.B. TOP OF BANK
- M.F.P.G. MINIMUM FINISHED PAD GRADE
- M.L.A.G. MINIMUM LOWEST ADJACENT GRADE
- M.F.F. MINIMUM FINISHED FLOOR

ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM "RECORD DRAWINGS" FURNISHED BY ENGINEER.

BENCHMARK
TOP OF CASTING = 756.70



David J. Stoepfelwerth

NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

LOT 61
THE MEADOWS AT THE LEGACY
SECTION THREE

INST. #2014054240	SOD:	141 ±	Sq. Yd.
P.C. #5, Slide #280	SEEDING:	4,982 ±	Sq. Ft.
ZONING: PUD	SEED IN EASEMENT:	850 ±	Sq. Ft.
3' MINIMUM SIDE YARD	CONC. DRIVEWAY:	729 ±	Sq. Ft.
6' MINIMUM BETWEEN STRUCTURE	PRIVATE WALK:	68 ±	Sq. Ft.
20' MINIMUM REAR YARD	PUBLIC WALK:	270 ±	Sq. Ft.
	ADDITIONAL SOD:	482 ±	Sq. Yd.
	TO REAR EASEMENT		

SIGNATURE: _____ DATE: _____

SIGNATURE REPRESENTS CONFIRMATION OF RECEIPT OF PLOT PLAN BY CUSTOMER



39.9° N - 86.1° W



JAMES BRAINARD, MAYOR

March 28, 2016

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

RE: CONSENT TO ENCROACH – 854 RANGELINE ROAD, NASH BUILDING – AWNING IN RIGHT OF WAY

Dear Board Members:

A Consent to Encroach document signed by Laurie Siler, Senior Vice President of CCC Nash, LLC, property owner of the Nash Building at 854 Rangeline Road S, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the April 6, 2016 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:\BPW16\854RANGELINERDNASHBUILDINGENCROACHMENT.DOC

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between CCC Nash, LLC, One Pedcor Square, 770 3rd Avenue Southwest, 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 certain real estate which is located within the corporate limits of the City of Carmel, Indiana and is more particularly described in Exhibit A (the "Real Estate"), attached hereto and incorporated herein by this reference; and

WHEREAS, the current Owner wishes to install an awning on the Real Estate (the "Encroachment") which will encroach into those segments of Rangeline Road South (the "Right of Way") which are contiguous to the Real Estate and which are identified on the drawing attached hereto and incorporated herein by reference as Exhibit B (the "Drawing"), in the manner and locations shown on the Drawing; 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 April 6, 2016; and

JBL

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.

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 Encroachment from what is depicted on Exhibit B, and to maintain the Encroachment in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Encroachment as City deems necessary, in City's sole discretion 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 Encroachment, the Real Estate, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach within the Right of Way, as provided in this instrument, regards the City's Right of Way 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 Right of Way.
6. Owner agrees and acknowledges that the Encroachment, as provided in this instrument, does not violate any covenants and restrictions applicable to the Encroachment.
7. Owner agrees that the Encroachment will not create standing water and/or other drainage problems that affect the City or adjacent property owners and that, if such problems arise, the City, in its sole discretion, may itself remove or may notify Owner who shall then immediately remove, all or any portion of the Encroachment as is necessary to correct such problems, at Owner's sole cost and expense.
8. Owner agrees that the water flow from the Encroachment shall be directed away from all street travel lanes and that water from the Encroachment shall not be permitted to spray onto, traverse or otherwise come into contact with any travel lanes or paved areas of any street or street intersection.
9. Owner agrees to repair or replace, at Owner's sole cost and expense and to the City's reasonable satisfaction, any utilities or improvements (whether located above, below or on the surface of the Right-of-Way) damaged as a result of the installation, construction, maintenance or operation of the Encroachment.
10. Owner agrees to install identification tape or identification wire on the Encroachment that will allow the City to readily determine the underground location of any Encroachment.
11. Owner agrees not to alter the ground surface elevation within the limits of the Right of Way at any time.
12. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Right of Way and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Encroachment.

“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:

Christine S. Pauley, 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 CHRISTINE S. PAULEY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing “Consent To Encroachment” on behalf of the City of Carmel, Indiana.

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

NOTARY PUBLIC

My Commission Expires:

Printed Name
My County of Residence: _____

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

LEGAL DESCRIPTION OF REAL ESTATE

Tract 1

A part of the Northeast Quarter of Section 36, Township 18 North, Range 3 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 36, Township 18 North, Range 3 East; thence South 00 degrees 13 minutes 54 seconds East (Basis of Bearings assumed from the Quitclaim Deed granted to Carmel City Center, LLC ("CCC tract") (recorded as Instrument Number 200600060668 in the Office of the Recorder of Hamilton County, Indiana) 821.000 feet along the East Line of said Northeast Quarter; thence North 90 degrees 00 minutes 00 seconds West 72.00 feet to the western right-of-way line of Range Line Road and the eastern line of said CCC tract, being the Point of Beginning of this description; thence South 00 degrees 13 minutes 54 seconds East 271.80 feet along said western right-of-way line and said eastern line to the southeastern corner thereof, being the northeastern corner of the 0.501-acre tract granted to the Carmel Redevelopment Commission ("CRC tract") (recorded as Instrument Number 200600064025 in said Recorder's Office); thence South 89 degrees 12 minutes 13 seconds West 154.88 feet along the common line of said CCC and CRC tracts; thence North 00 degrees 00 minutes 00 seconds East 273.95 feet; thence South 90 degrees 00 minutes 00 seconds East 153.76 feet to the Point of Beginning, containing 0.967 acres, more or less.

Tract 2 (right-of-way to be vacated)

That portion of the following described real estate that abuts Tract 1:

A part of the Northeast Quarter of Section 36, Township 18 North, Range 3 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 36, Township 18 North, Range 3 East; thence South 00 degrees 13 minutes 54 seconds East (Basis of Bearings assumed from the Quitclaim Deed granted to Carmel City Center, LLC ("CCC tract") recorded as Instrument Number 200600060668 in the Office of the Recorder of Hamilton County, Indiana) 714.91 feet along the East Line of said Northeast Quarter to the easterly projection of the southern line of the 2,575.7-square foot parcel of land granted to the City of Carmel Redevelopment Commission ("Ramp tract") (recorded as Instrument Numbers 2011064473 and 2011064474 in said Recorder's Office); thence South 89 degrees 59 minutes 31 seconds West 59.00 feet along said easterly projection to a point lying 13.00 feet (measured easterly in a perpendicular direction) from the western right-of-way line of Range Line Road, being the Point of Beginning of this description; thence South 00 degrees 13 minutes 54 seconds East 377.70 feet parallel with said western right-of-way line to the easterly projection of the northern line of the 0.501-acre tract granted to the Carmel Redevelopment Commission ("CRC tract") (recorded as Instrument Number 200600064025 in said Recorder's Office); thence South 89 degrees 12 minutes 13 seconds West 13.00 feet along said easterly projection to the northeastern corner thereof, being the southeastern corner of said CCC tract at the western right-of-way line of Range Line Road; thence North 00 degrees 13 minutes 54 seconds West 377.88 feet along said western right-of-way line and the eastern line of said CCC tract to the southern line of said Ramp tract; thence North 89 degrees 59 minutes 31

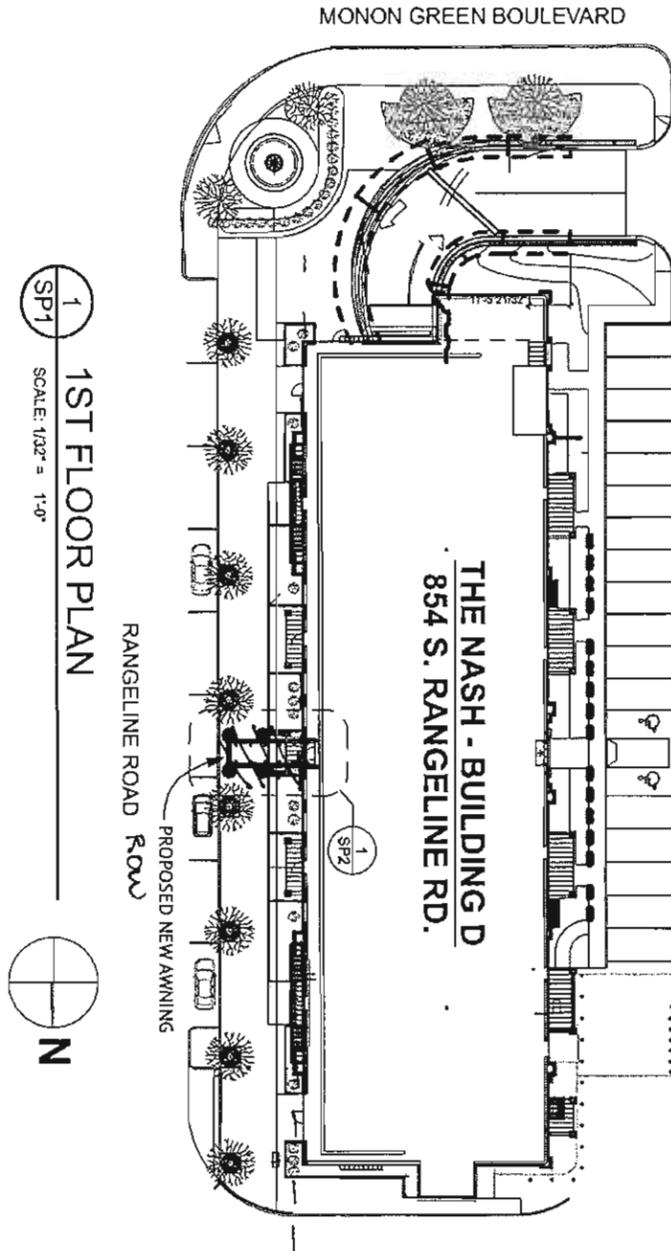
seconds East 13.00 feet along said southern line to the Point of Beginning, containing 0.113 acres, more or less.

Tract 3

Easement for access drive over and across the following real estate:

A part of the Northeast Quarter of Section 36, Township 18 North, Range 3 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 36, Township 18 North, Range 3 East; thence South 00 degrees 13 minutes 54 seconds East (Basis of Bearings assumed from the Quitclaim Deed granted to Carmel City Center, LLC ("CCC tract") recorded as Instrument Number 200600060668 in the Office of the Recorder of Hamilton County, Indiana) 1091.80 feet along the East Line of said Northeast Quarter to the easterly projection of the northern line of the 0.501-acre tract granted to the Carmel Redevelopment Commission ("CRC tract") (recorded as Instrument Number 200600064025 in said Recorder's Office) and the southern line of the 0.967-acre tract of land granted to CCC Nash, LLC ("Nash tract") (recorded as Instrument Number 2012080283 in said Recorder's Office); thence South 89 degrees 12 minutes 13 seconds West 84.06 feet along said easterly projection and said common line to the Point of Beginning of this description, said point being the point of curvature of a non-tangent curve concave to the northwest, said point lying South 71 degrees 00 minutes 23 seconds East 42.64 feet from the radius point thereof; thence southerly, southwesterly and westerly 52.85 feet along said curve to its point of tangency, said point lying South 00 degrees 00 minutes 00 seconds East 42.64 feet from said radius point; thence North 90 degrees 00 minutes 00 seconds West 40.44 feet; thence North 00 degrees 00 minutes 00 seconds West 2.51 feet to the point of curvature of a non-tangent curve concave to the southeast, said point lying North 00 degrees 00 minutes 00 seconds West 9.46 feet from the radius point thereof; thence westerly, southwesterly and southerly 14.88 feet along said curve to its point of tangency, said point lying North 90 degrees 00 minutes 00 seconds West 9.46 feet from said radius point; thence South 00 degrees 00 minutes 00 seconds East 4.03 feet to the point of curvature of a curve concave to the northeast, said point lying North 90 degrees 00 minutes 00 seconds West 14.50 feet from the radius point thereof; thence southerly, southeasterly and easterly 22.98 feet along said curve to a point lying South 00 degrees 47 minutes 47 seconds East 14.50 feet from said radius point; thence South 00 degrees 47 minutes 47 seconds East 2.63 feet perpendicular to the southern line of said CRC tract to a point thereon; thence South 89 degrees 12 minutes 13 seconds West 65.86 feet along said southern line; thence North 00 degrees 47 minutes 47 seconds West 3.11 feet perpendicular to said southern line to the point of curvature of a non-tangent curve concave to the northwest, said point lying South 00 degrees 47 minutes 47 seconds East 14.50 feet from the radius point thereof; thence easterly, northeasterly and northerly 22.58 feet along said curve to its point of tangency, said point lying South 90 degrees 00 minutes 00 seconds East 14.50 feet from said radius point; thence North 00 degrees 00 minutes 00 seconds West 38.78 feet to the northern line of said CRC tract and the southern line of said Nash tract; thence North 89 degrees 12 minutes 13 seconds East 127.09 feet along said common line to the Point of Beginning, containing 0.103 acres more or less.





CITY OF CARMEL

March 14, 2016

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

JAMES BRAINARD, MAYOR

**RE: ONEONESIX APARTMENTS PHASE 2 – GUILFORD ROAD & 116TH STREET
CITY OF CARMEL STORMWATER TECHNICAL STANDARDS VARIANCE**

Dear Board Members:

Mr. Kevin Sumner, P.S., Project Manager for Weihe Engineers, is requesting a variance from **Section 104.02** of the City of Carmel Stormwater Technical Manual which states, among other things, **“Minimum Flood Protection Grade of all structures fronting a pond or open ditch shall be no less than 2-feet above any adjacent 100-year local or regional flood elevation, whichever is greater.”** The Section also states, among other things, **“The Lowest Adjacent Grade for residential, commercial, or industrial buildings outside a FEMA or IDNR designated floodplain shall have 2-feet of freeboard above the flooding sources 100-year flood elevation.”**

The petitioner has indicated that an existing detention pond was constructed prior to the Phase 2 portion of the OneOneSix Apartment project. Petitioner has noted that due to the existing grades for the roadway to the south of the existing detention pond and the close proximity of the project to the roadway that the 2-feet freeboard would not be feasible. The existing constraint involved with the future construction of Phase 2 has created a situation for allowing a 1-foot freeboard. (Exhibit attached)

The Department of Engineering has reviewed the site constraints and recognizes the existing site conditions surrounding the proposed apartment buildings. In order to maintain the proposed structures with existing conditions of the site the department supports this variance and recommends Board approval conditioned upon:

- The petitioner assumes all liability associated with damage to the structures from flooding that would otherwise not have occurred had the requisite freeboard been provided.
- The petitioner is expected to provide regular and adequate maintenance of the detention pond to avoid future problems of any flooding occurrences to the proposed buildings.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

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March 7, 2016

Mr. Jeremy Kashman
City of Carmel
Department of Engineering
One Civic Square
Carmel, IN 46032
Phone: (317) 571-2441

RE: Request of Variance of Standards of the Stormwater Technical Standards Manual for the OneOneSix Apartments Phase 2 Project.

Dear Mr. Kashman:

The existing detention pond was constructed before the 116 Apartment Phase 1 project. Although it was modified for that project, this project needs to further modify it to help meet the ordinance. On behalf of our client, J.C. Hart Company, Inc., we respectfully request a Variance of Standards of the following section of the City of Carmel Stormwater Technical Standards:

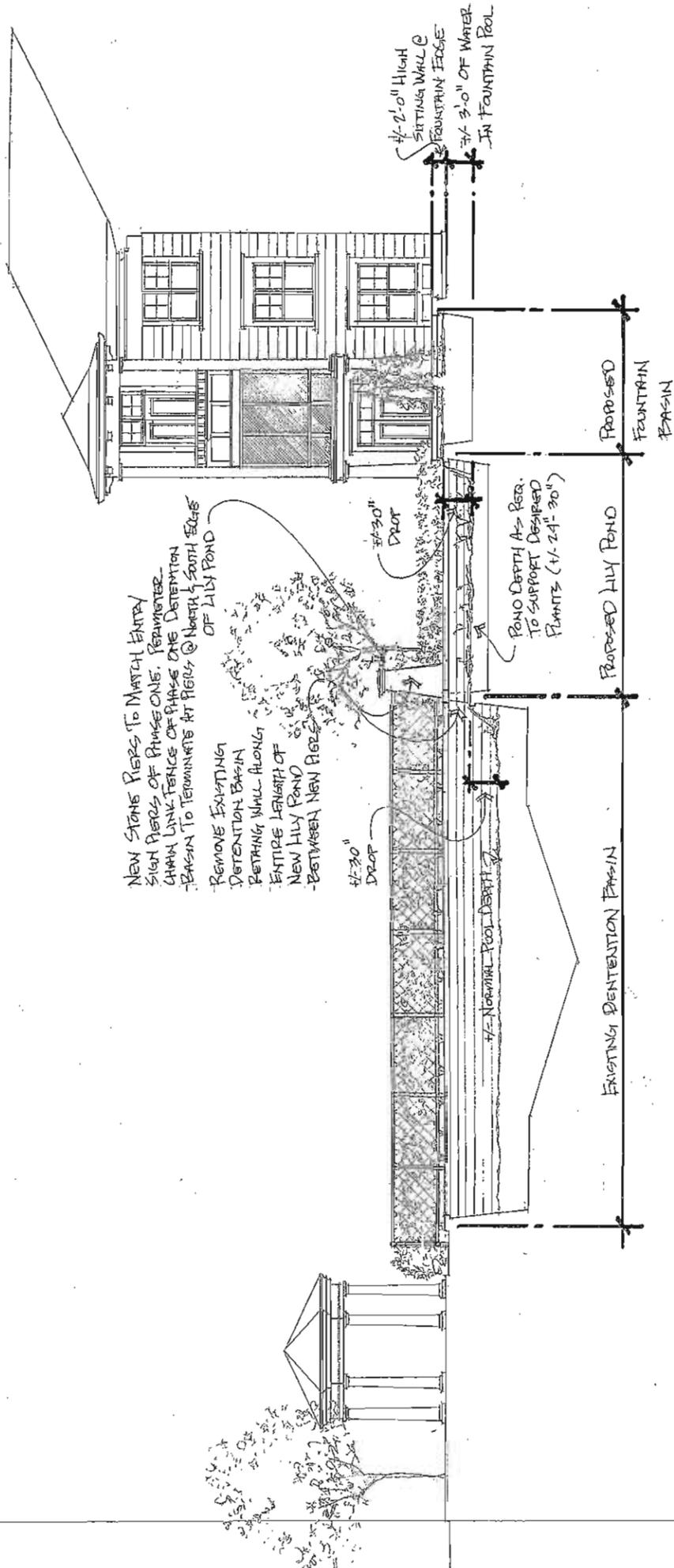
Section 104.02: For areas outside a FEMA or IDNR designated floodplain, the Lowest Adjacent Grade (including walkout basement floor elevation) for all residential, commercial, or industrial buildings adjacent to ponds shall be set a minimum of 2 feet above the 100-year pond elevation or 2 feet above the emergency overflow weir elevation, whichever is higher.

Due to the existing grades for the roadway south of the detention pond, and the close proximity of the project to this roadway, we would like to request a variance from the requirement for the lowest adjacent grade to be 2 feet above the 100-year pond elevation or 2 feet above the emergency overflow weir elevation. We would like to propose this requirement to be 1 foot in both situations.

Should you have any further questions or requests for additional information pertaining to this project review, please contact me at 317-846-6611.

Sincerely,

Kevin C. Sumner, P.S.
Project Manager

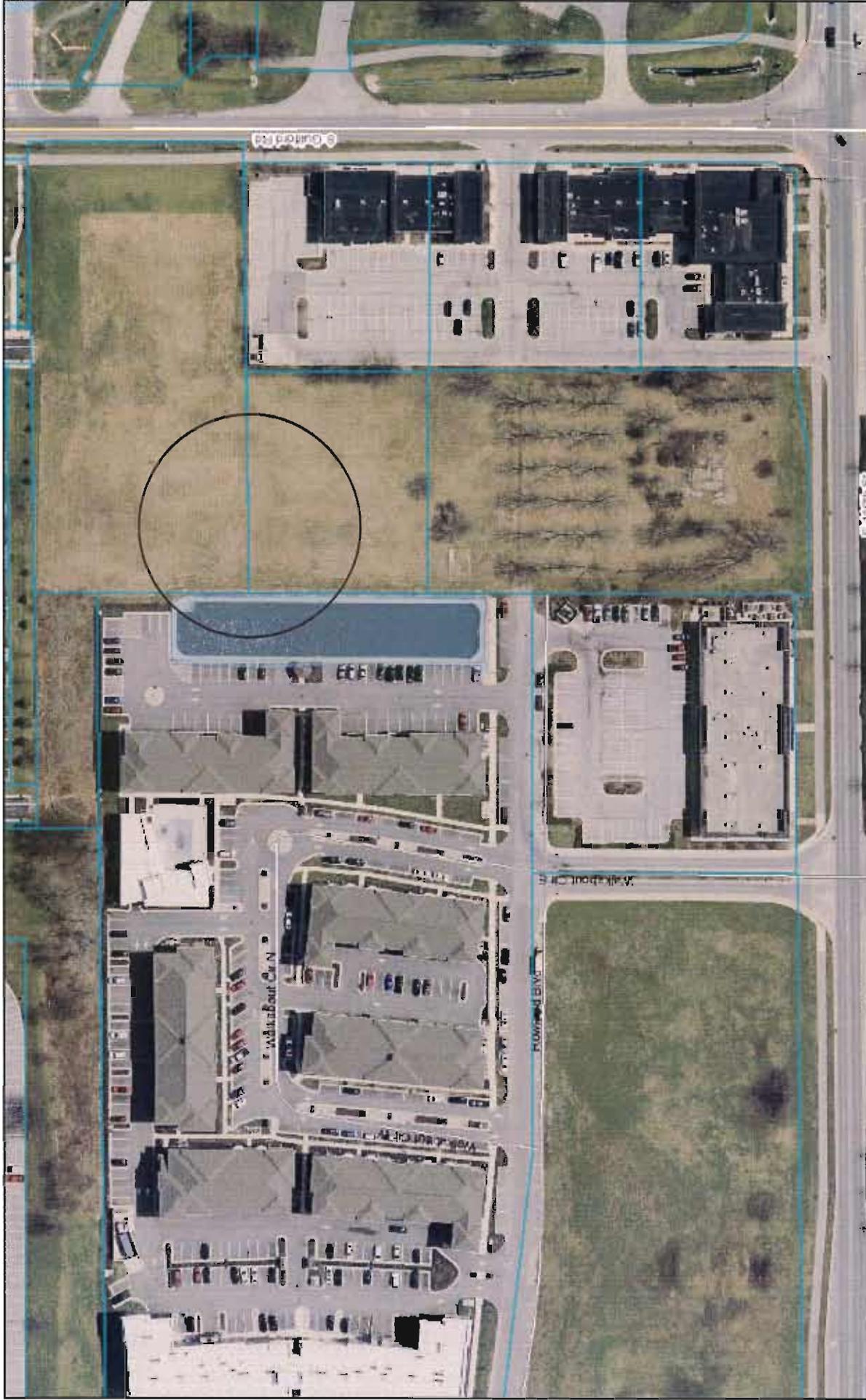


NEW STONE PIERS TO MATCH ENTRY
 SIGN PIERS OF PHASE ONE. PERIMETER
 CHAIN LINK FENCE OF PHASE ONE DETENTION
 BASIN TO TERMINATE AT PIERS @ NORTH & SOUTH EDGES
 OF LILY POND
 REMOVE EXISTING
 DETENTION BASIN
 RETAINING WALL ALONG
 ENTIRE LENGTH OF
 NEW LILY POND
 BETWEEN NEW PIERS

Proposed Cross Section through Expanded Retention Area

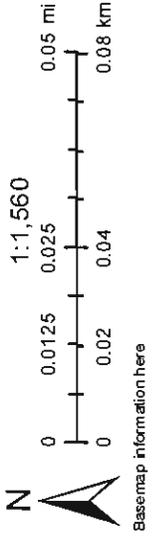
116 FLATS - PHASE 2

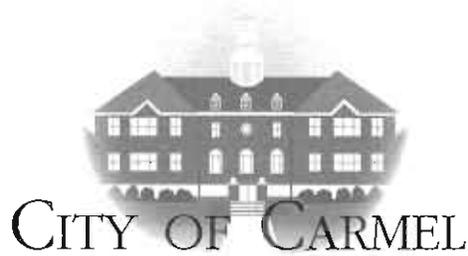
ONEONESIX APARTMENTS PHASE 2 GUILFORD ROAD & 116TH STREET



March 14, 2016

Parcels





March 23, 2016

JAMES BRAINARD, MAYOR

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

**RE: TRADERS POINT CHRISTIAN CHURCH – STORMWATER TECHNICAL STANDARDS
VARIANCES/CARMEL ZONING ORDINANCE WAIVER**

Dear Board Members:

Mr. Mark Thorpe, Senior Project Manager for Weihe Engineers, is requesting variances from the Stormwater Technical Standards Manual and City of Carmel Zoning Ordinance in association with the proposed parking addition to the Traders Point Christian Church located at 1242 West 136th Street. (Location exhibits attached)

The following variances are requested:

SECTION 501.01 STORMWATER STANDARDS – “.....there shall be no less than 2.5 feet of cover along any part of the pipe from final pavement elevation or final ground surface elevation to the top of the pipe.”

The petitioner has noted that two existing pipes will be replaced and/or rerouted during the reconstruction of the drainage system for this project. Both pipes are in areas where the existing storm pipe system does not have the required 2.5' of cover. The replacement piping will be upsized to match the original drainage design and will provide better flow and cover than the original storm pipe in place.

SECTION 501.03 STORMWATER STANDARDS – “A minimum drop of 0.1 foot through manholes and inlet structures should be provided.”

The petitioner also notes that the storm structures will require a variance from the standard above to allow additional cover and better slope through the pipes in the existing/proposed drainage situation.

SECTION 27.03.02 CARMEL ZONING ORDINANCE – “The perimeter of all parking lots, and any islands located therein, shall be curbed with Combined Curb and Gutter Type II, Type III or Straight concrete curb meeting current standards of the City of Carmel.”

The petitioner indicates that the existing parking lot to the north of the addition does not have curbs around it and surface drains into the detention pond. The new pavement also has sheet drainage to the north and east of the parking area to level spreaders for water quality. The new addition would require a small area of 77' by 42' for curbing. By adding this curbing on the proposed expansion, it would be a construction and aesthetic issue to the overall project. Subsurface drainage would be eliminated with this variance and is only required for street construction, when needed.

The Department of Engineering, in review of the proposed and existing conditions, has determined that the variances requested are considered valid given the existing site constraints involved with the project. The department recommends approval of the variances conditioned upon the following:

- The petitioner installs Class V reinforced concrete pipe where less than 2.5' of cover is provided under paved areas.
- Sheet drainage from the parking area will be conveyed to the existing drainage flow and shall be directed and maintained to the detention area as shown on the attached exhibits.
- The petitioner acknowledges that the variances approved this date does not guarantee approval of any future variance requests.

Sincerely,



Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\STORMWATERVARIANCES\TRADERSPOINTCHURCHVARIANCES.DOC



March 22, 2016

Attn: David Barnes
Carmel Engineering Department
Board of Public Works
One Civic Square
Carmel, IN 46032

RE: Traders Point Christian Church
Board of Public Works Variance Requests

Dear Mr. Barnes:

This letter is to formally request Variances for the Traders Point Christian Church to be placed on the next Board of Public Works meeting on April 6, 2016. The project located at 1242 W. 136th Street. The individual variance requests are listed below:

1. **STORM PIPE COVER – Section 501.01**
 - a. **Storm pipe from Structure 101 to Structure 100:** This pipe is a replacement of an existing pipe. The pipe is being upsized to match the original drainage design. The existing pipe does not currently have 2.5' of cover per ordinance. Therefore, we are requesting a variance for pipe cover for the pipe replacement with less than 2.5' of cover over the top of the pipe. Please see the attached C601 showing the proposed Plan & Profile of this run of pipe. Also see the Variance Exhibit #1 showing the location of this run of pipe.
 - b. **Storm pipe from Structure 103 to Structure 101:** The drainage from Structure 103 used to flow to Structure 100. We are rerouting this drainage from this structure to Structure 101 for better flow and cover. This new pipe will have less than 2.5' cover per ordinance. Therefore, we are requesting a variance for pipe cover with less than 2.5' of cover over the top of the pipe. Please see the attached C601 showing the proposed Plan & Profile of this run of pipe. Also see the Variance Exhibit #1 showing the location of this run of pipe.
2. **MINIMUM DROP OF 0.1' THROUGH MANHOLES – Section 501.03**
 - a. **Storm Structure #101:** We are requesting a variance for the required 0.1' invert drop through manholes. This allows more cover over the pipes and better slope through the pipes in this existing/propsed situation. Please see the Variance Exhibit #1 for the location of this manhole.
3. **CURB REQUIREMENT FOR PROPOSED PARKING LOTS**
 - a. **Northern parking lot expansion:** Per the comments from the Carmel Engineering Department, curbs are required around all new parking lots. The

existing parking lot to the north does not have curbs around it and the surface sheet drains into the detention pond. The new pavement also has sheet drainage to the north and east of the parking stalls to level spreaders for water quality. The only area that could have curbs would be approximately 77 lineal feet at the northwest corner of the parking addition and approximately 42 lineal feet at the northeast corner between the level spreaders. By adding curbs on the proposed parking expansion, would be a construction and aesthetic issue since there are no curbs on the northern parking lot. Please see the attached Variance Exhibit #1 show the 2 locations of possible curbs on this parking lot. Please note: The new parking lot to the south of the existing church does have proposed curbs since it is a new lot.

4. SUBSURFACE DRAINS UNDER PROPOSED CURBS

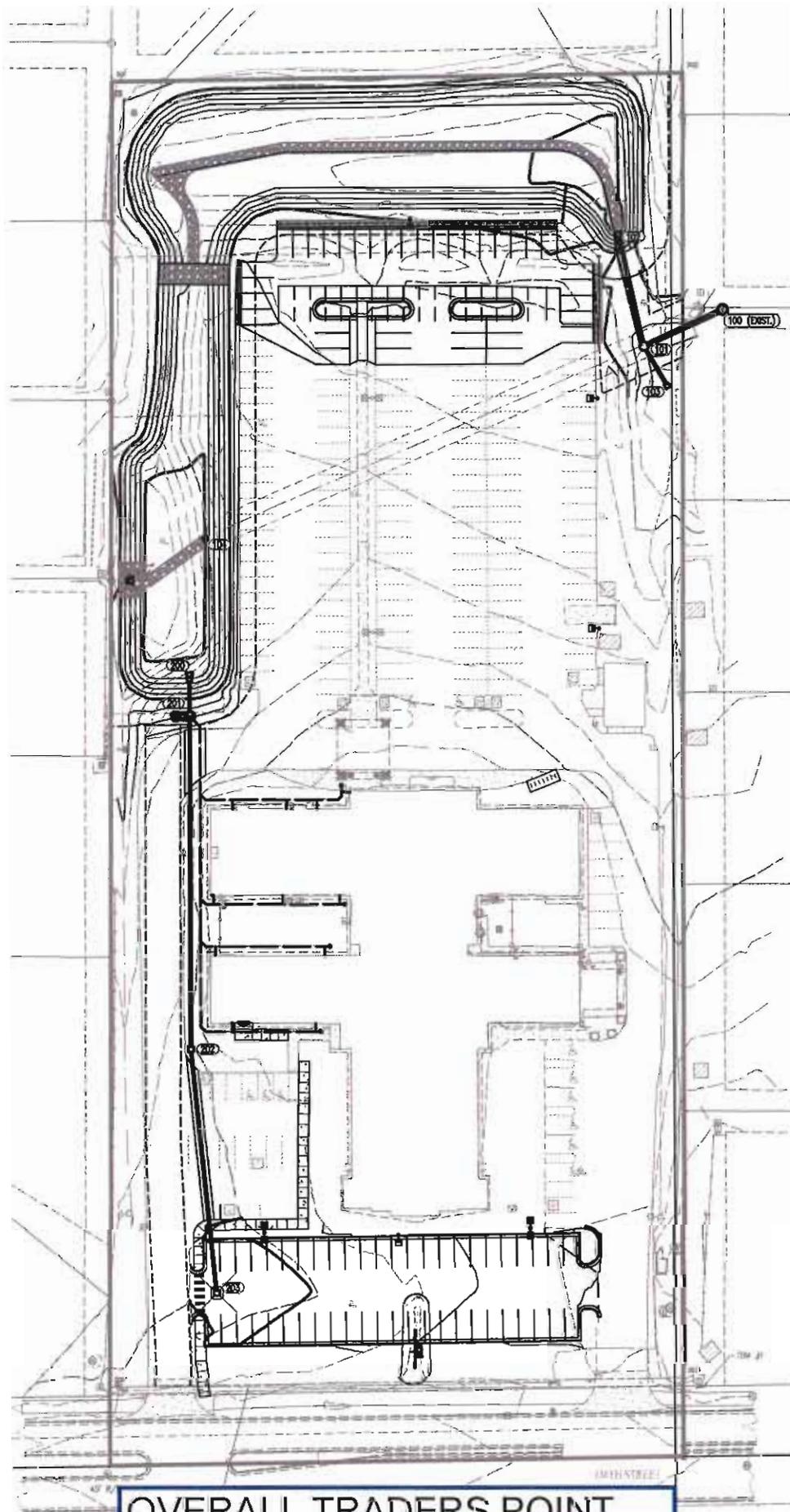
- a. **Proposed southern parking lot:** Per comments from the Carmel Engineering Department, subsurface drains are required under all proposed curbs. This would typically be required on crowned subdivision streets where drainage goes into the curbs. In the proposed situation, the stormwater drains to the center of the parking lot to a proposed stormwater casting. Therefore, to have subsurface drains under these curbs would not be necessary and would be an unnecessary expense to the church. Therefore, we are requesting a Variance from this standard. Please see the Variance Exhibit #2 for the location of the curbs on this proposed parking lot.

Please do not hesitate to call if you have any questions or if you need additional information.

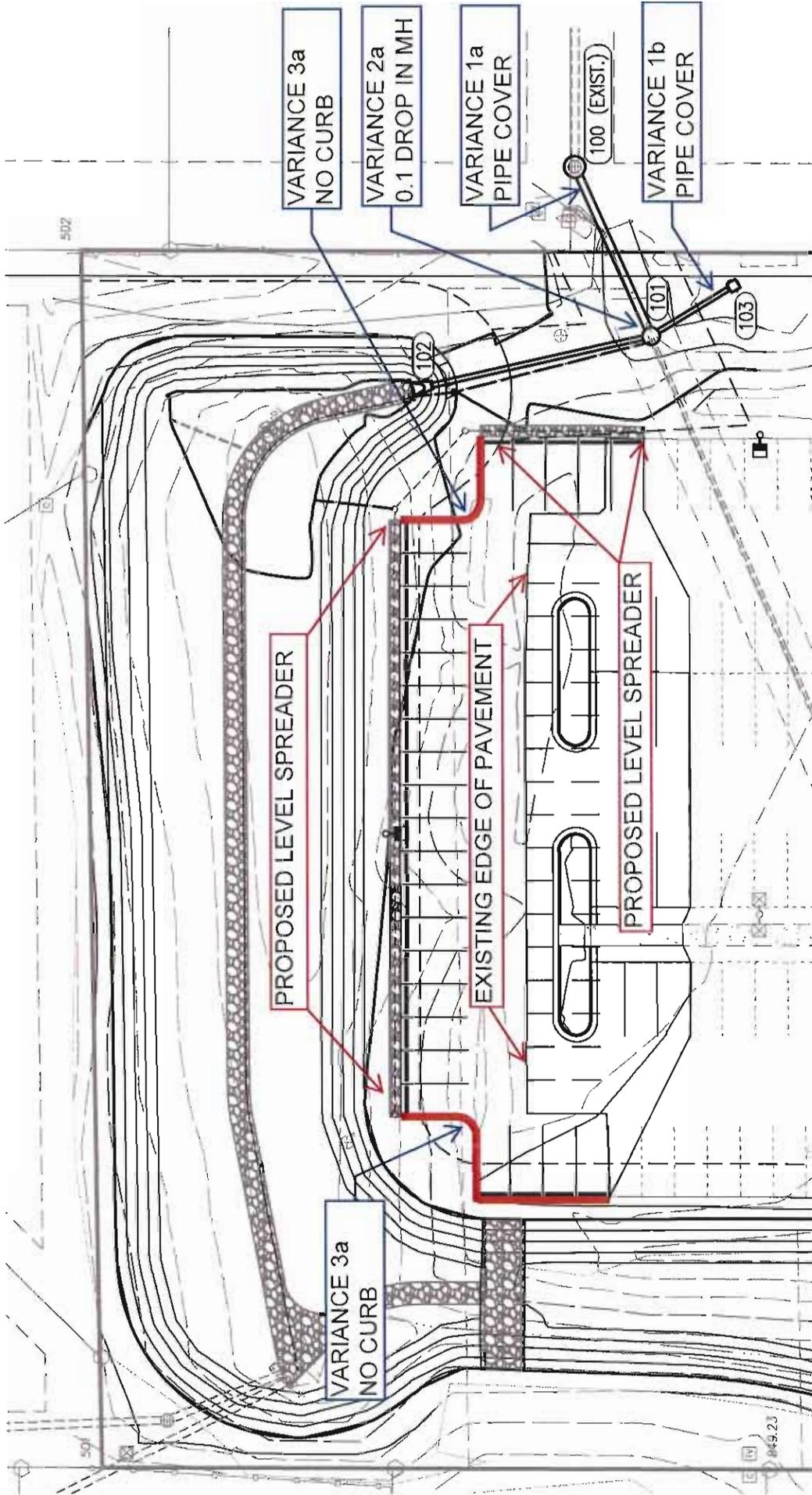
Sincerely,



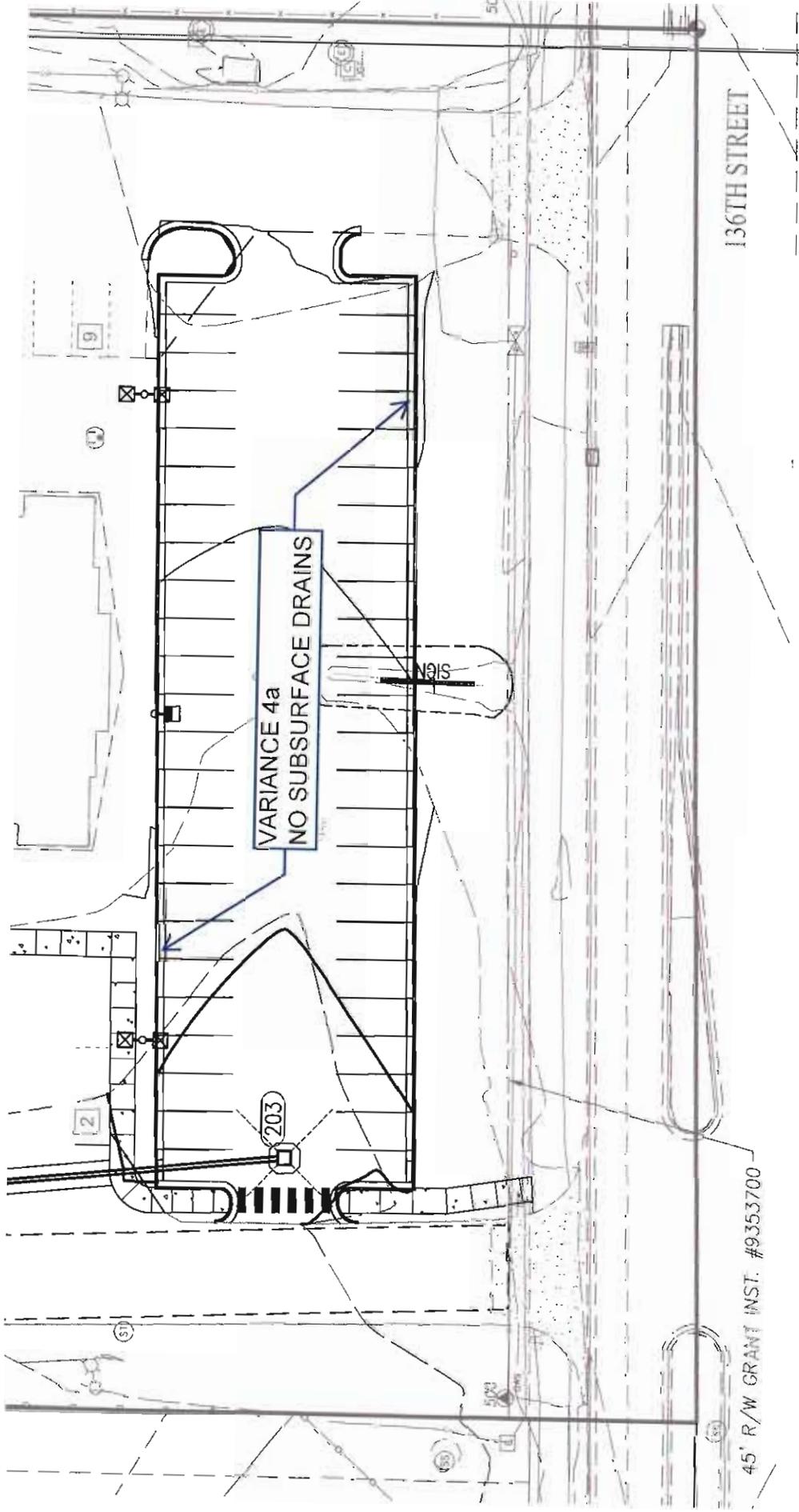
Mark L. Thorpe, R.L.A.
Sr. Project Manager, Commercial Development



OVERALL TRADERS POINT
CHRISTIAN CHURCH EXHIBIT



VARIANCE EXHIBIT #1



VARIANCE EXHIBIT #2



JAMES BRAINARD, MAYOR

March 17, 2016

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

RE: GRAND & MAIN SECONDARY PLAT

Dear Board Members:

Mr. Michael Diamente, P.E., Edward Rose and Sons, has requested the Secondary Plat of Grand Main be placed on the Board of Public Works and Safety agenda for approval and signatures.

The secondary plat has been reviewed and signed by the Department of Community Services. All required Performance Guarantees, as required by Ordinance, have been posted. Therefore, I recommend the Board approve and sign this secondary plat.

Sincerely

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: MYLAR SECONDARY PLAT

S:\BPW16\RECORD PLAT\GRAND&MAIN.DOC



March 17, 2016

City of Carmel, Board of Public Works
c/o Carmel City Engineering
Carmel City Hall
One Civic Square, First Floor
Carmel, IN 46032

RE: Acceptance Request
Grand & Main Secondary Plat

To whom it may concern:

Please allow this letter to serve as our formal request of the City of Carmel Board of Public Works to accept the Grand & Main Secondary Plat as signed and submitted by Warren Rose, Manager, of Edward Rose Development Carmel, LLC.

If you have any questions, please contact me at 317.569.7631.

Sincerely,

Michael J. Diamente, PE
Land Development Specialist
Edward Rose Development Carmel, LLC

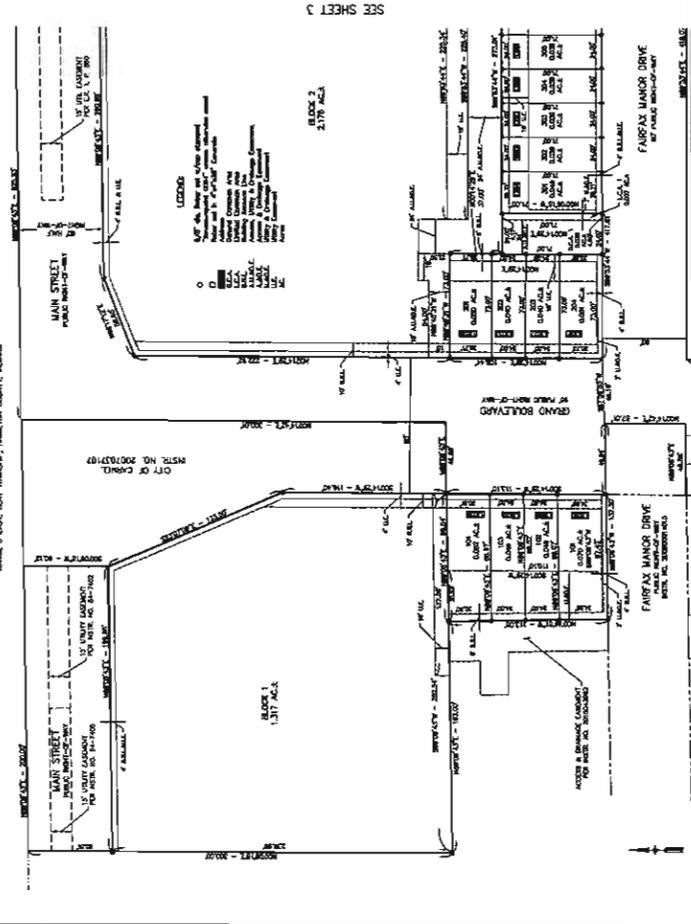
L:\Grand & Main infrastructure\021 Pre-Construction\0700 Planning-Zoning-TIF\2016-03-17 G&M Sec Plat Acceptance Request.docx

11611 North Meridian, Suite 800, Carmel, IN 46032
TEL 317.388.4317 FAX 317.297.7142
www.edwardrose.com



GRAND & MAIN SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 3 EAST, CLAY COUNTY, IOWA



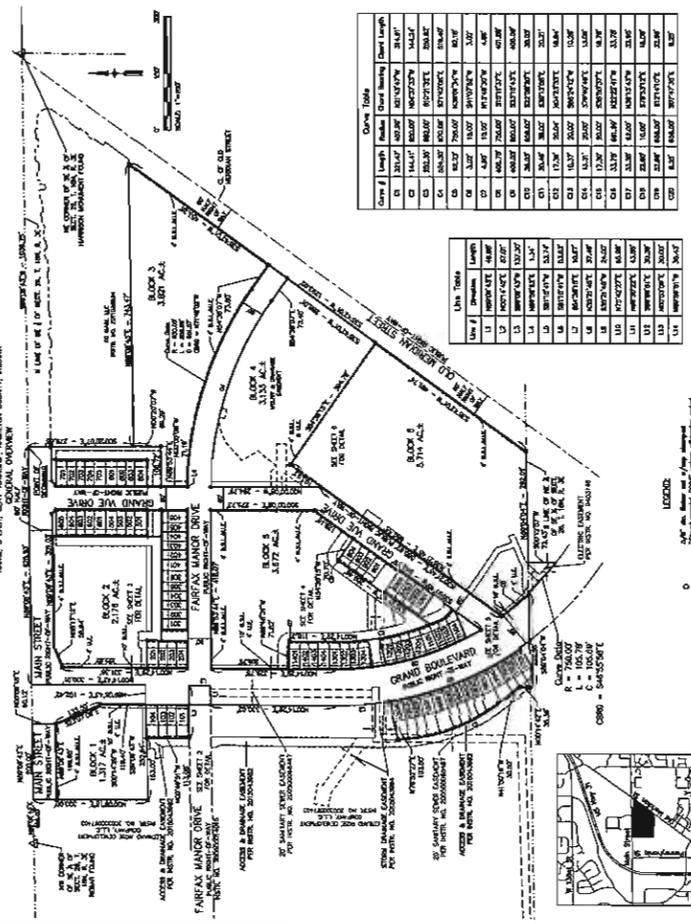
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PROJECT 1 OF 7

GRAND & MAIN SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 3 EAST, CLAY COUNTY, IOWA



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PROJECT 1 OF 7

Curve #	Length	Radius	Start Bearing	Dist. Length
C1	231.147	100.000	267°52'37.8"	31.147
C2	114.147	100.000	162°52'37.8"	14.147
C3	114.147	100.000	307°52'37.8"	14.147
C4	82.274	100.000	307°52'37.8"	8.227
C5	132.274	100.000	212°52'37.8"	17.274
C6	132.274	100.000	117°52'37.8"	17.274
C7	132.274	100.000	17°52'37.8"	17.274
C8	132.274	100.000	272°52'37.8"	17.274
C9	132.274	100.000	77°52'37.8"	17.274
C10	132.274	100.000	272°52'37.8"	17.274
C11	132.274	100.000	77°52'37.8"	17.274
C12	132.274	100.000	272°52'37.8"	17.274
C13	132.274	100.000	77°52'37.8"	17.274
C14	132.274	100.000	272°52'37.8"	17.274
C15	132.274	100.000	77°52'37.8"	17.274
C16	132.274	100.000	272°52'37.8"	17.274
C17	132.274	100.000	77°52'37.8"	17.274
C18	132.274	100.000	272°52'37.8"	17.274
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C42	132.274	100.000	272°52'37.8"	17.274
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C66	132.274	100.000	272°52'37.8"	17.274
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C70	132.274	100.000	272°52'37.8"	17.274
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C80	132.274	100.000	272°52'37.8"	17.274
C81	132.274	100.000	77°52'37.8"	17.274
C82	132.274	100.000	272°52'37.8"	17.274
C83	132.274	100.000	77°52'37.8"	17.274
C84	132.274	100.000	272°52'37.8"	17.274
C85	132.274	100.000	77°52'37.8"	17.274
C86	132.274	100.000	272°52'37.8"	17.274
C87	132.274	100.000	77°52'37.8"	17.274
C88	132.274	100.000	272°52'37.8"	17.274
C89	132.274	100.000	77°52'37.8"	17.274
C90	132.274	100.000	272°52'37.8"	17.274
C91	132.274	100.000	77°52'37.8"	17.274
C92	132.274	100.000	272°52'37.8"	17.274
C93	132.274	100.000	77°52'37.8"	17.274
C94	132.274	100.000	272°52'37.8"	17.274
C95	132.274	100.000	77°52'37.8"	17.274
C96	132.274	100.000	272°52'37.8"	17.274
C97	132.274	100.000	77°52'37.8"	17.274
C98	132.274	100.000	272°52'37.8"	17.274
C99	132.274	100.000	77°52'37.8"	17.274
C100	132.274	100.000	272°52'37.8"	17.274

Lot #	Area	Dimensions
L1	1.317 AC.	131.7' x 100.0'
L2	2.178 AC.	217.8' x 100.0'
L3	3.133 AC.	313.3' x 100.0'
L4	3.714 AC.	371.4' x 100.0'
L5	4.295 AC.	429.5' x 100.0'
L6	4.876 AC.	487.6' x 100.0'
L7	5.457 AC.	545.7' x 100.0'
L8	6.038 AC.	603.8' x 100.0'
L9	6.619 AC.	661.9' x 100.0'
L10	7.200 AC.	720.0' x 100.0'
L11	7.781 AC.	778.1' x 100.0'
L12	8.362 AC.	836.2' x 100.0'
L13	8.943 AC.	894.3' x 100.0'
L14	9.524 AC.	952.4' x 100.0'
L15	10.105 AC.	1010.5' x 100.0'
L16	10.686 AC.	1068.6' x 100.0'
L17	11.267 AC.	1126.7' x 100.0'
L18	11.848 AC.	1184.8' x 100.0'
L19	12.429 AC.	1242.9' x 100.0'
L20	13.010 AC.	1301.0' x 100.0'
L21	13.591 AC.	1359.1' x 100.0'
L22	14.172 AC.	1417.2' x 100.0'
L23	14.753 AC.	1475.3' x 100.0'
L24	15.334 AC.	1533.4' x 100.0'
L25	15.915 AC.	1591.5' x 100.0'
L26	16.496 AC.	1649.6' x 100.0'
L27	17.077 AC.	1707.7' x 100.0'
L28	17.658 AC.	1765.8' x 100.0'
L29	18.239 AC.	1823.9' x 100.0'
L30	18.820 AC.	1882.0' x 100.0'
L31	19.401 AC.	1940.1' x 100.0'
L32	19.982 AC.	1998.2' x 100.0'
L33	20.563 AC.	2056.3' x 100.0'
L34	21.144 AC.	2114.4' x 100.0'
L35	21.725 AC.	2172.5' x 100.0'
L36	22.306 AC.	2230.6' x 100.0'
L37	22.887 AC.	2288.7' x 100.0'
L38	23.468 AC.	2346.8' x 100.0'
L39	24.049 AC.	2404.9' x 100.0'
L40	24.630 AC.	2463.0' x 100.0'
L41	25.211 AC.	2521.1' x 100.0'
L42	25.792 AC.	2579.2' x 100.0'
L43	26.373 AC.	2637.3' x 100.0'
L44	26.954 AC.	2695.4' x 100.0'
L45	27.535 AC.	2753.5' x 100.0'
L46	28.116 AC.	2811.6' x 100.0'
L47	28.697 AC.	2869.7' x 100.0'
L48	29.278 AC.	2927.8' x 100.0'
L49	29.859 AC.	2985.9' x 100.0'
L50	30.440 AC.	3044.0' x 100.0'
L51	31.021 AC.	3102.1' x 100.0'
L52	31.602 AC.	3160.2' x 100.0'
L53	32.183 AC.	3218.3' x 100.0'
L54	32.764 AC.	3276.4' x 100.0'
L55	33.345 AC.	3334.5' x 100.0'
L56	33.926 AC.	3392.6' x 100.0'
L57	34.507 AC.	3450.7' x 100.0'
L58	35.088 AC.	3508.8' x 100.0'
L59	35.669 AC.	3566.9' x 100.0'
L60	36.250 AC.	3625.0' x 100.0'
L61	36.831 AC.	3683.1' x 100.0'
L62	37.412 AC.	3741.2' x 100.0'
L63	37.993 AC.	3799.3' x 100.0'
L64	38.574 AC.	3857.4' x 100.0'
L65	39.155 AC.	3915.5' x 100.0'
L66	39.736 AC.	3973.6' x 100.0'
L67	40.317 AC.	4031.7' x 100.0'
L68	40.898 AC.	4089.8' x 100.0'
L69	41.479 AC.	4147.9' x 100.0'
L70	42.060 AC.	4206.0' x 100.0'
L71	42.641 AC.	4264.1' x 100.0'
L72	43.222 AC.	4322.2' x 100.0'
L73	43.803 AC.	4380.3' x 100.0'
L74	44.384 AC.	4438.4' x 100.0'
L75	44.965 AC.	4496.5' x 100.0'
L76	45.546 AC.	4554.6' x 100.0'
L77	46.127 AC.	4612.7' x 100.0'
L78	46.708 AC.	4670.8' x 100.0'
L79	47.289 AC.	4728.9' x 100.0'
L80	47.870 AC.	4787.0' x 100.0'
L81	48.451 AC.	4845.1' x 100.0'
L82	49.032 AC.	4903.2' x 100.0'
L83	49.613 AC.	4961.3' x 100.0'
L84	50.194 AC.	5019.4' x 100.0'
L85	50.775 AC.	5077.5' x 100.0'
L86	51.356 AC.	5135.6' x 100.0'
L87	51.937 AC.	5193.7' x 100.0'
L88	52.518 AC.	5251.8' x 100.0'
L89	53.099 AC.	5309.9' x 100.0'
L90	53.680 AC.	5368.0' x 100.0'
L91	54.261 AC.	5426.1' x 100.0'
L92	54.842 AC.	5484.2' x 100.0'
L93	55.423 AC.	5542.3' x 100.0'
L94	56.004 AC.	5600.4' x 100.0'
L95	56.585 AC.	5658.5' x 100.0'
L96	57.166 AC.	5716.6' x 100.0'
L97	57.747 AC.	5774.7' x 100.0'
L98	58.328 AC.	5832.8' x 100.0'
L99	58.909 AC.	5890.9' x 100.0'
L100	59.490 AC.	5949.0' x 100.0'

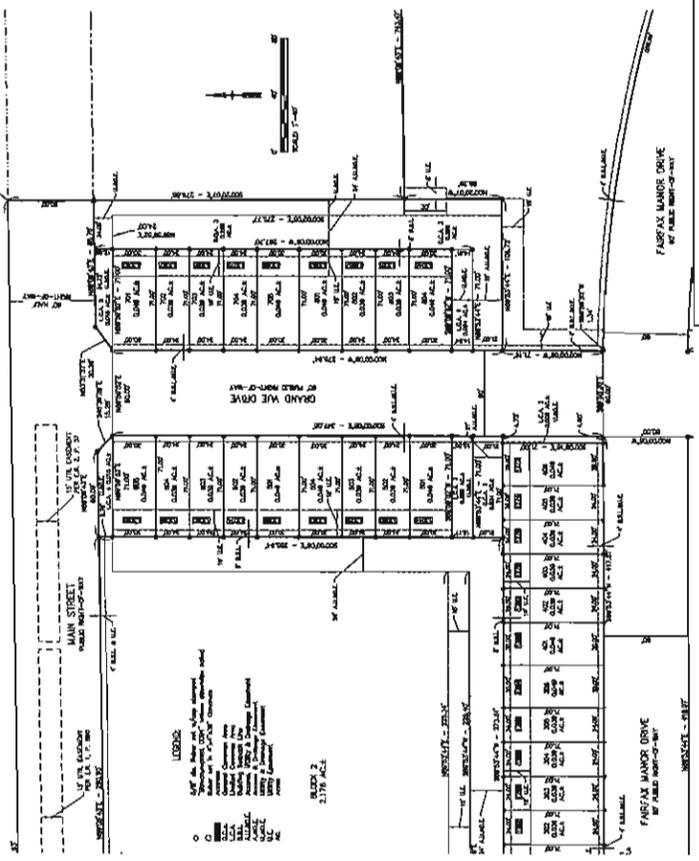
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PROJECT 1 OF 7

GRAND & MAIN SECONDARY PLAT

PART OF THE STRAIGHT GRANT OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 1 EAST, CLAY COUNTY, MISSOURI



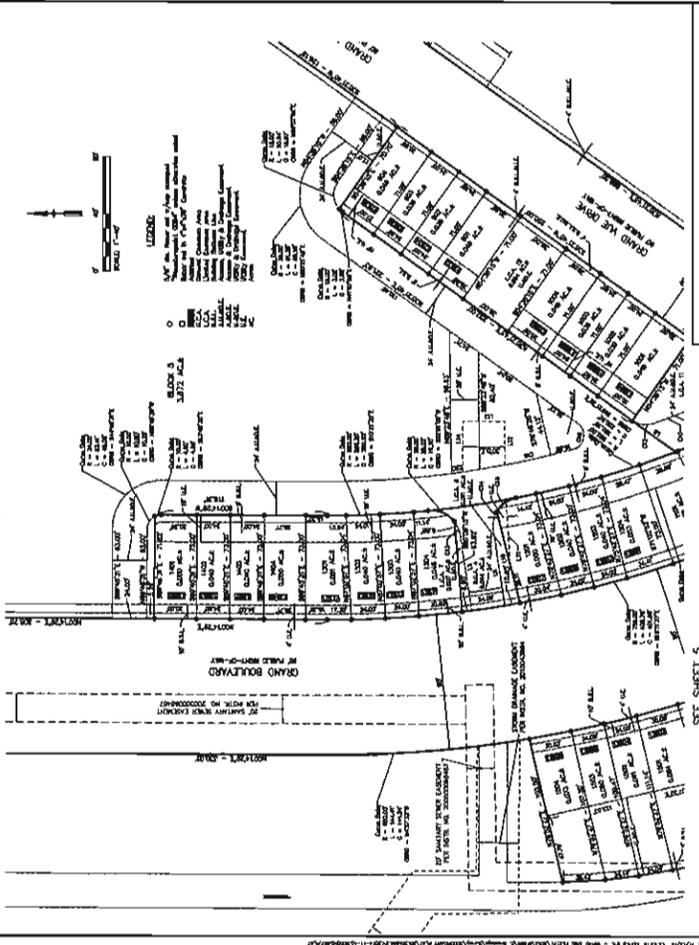
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SEE SHEET 2

GRAND & MAIN SECONDARY PLAT

PART OF THE STRAIGHT GRANT OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 1 EAST, CLAY COUNTY, MISSOURI



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