

Board of Public Works and Safety Meeting
AGENDA
Wednesday, April 20, 2016 – 10:00 a.m.
Council Chambers City Hall One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the April 6, 2016, Regular Meeting**

2. BID/QUOTE OPENINGS AND AWARDS

- a. **Bid Award for 106th Street over Keystone Parkway Bridge Beam Replacement and Various Repairs; Jeremy Kashman, City Engineer**
- b. **Bid Award for 2016 – Paving Program; Dave Huffman, Street Commissioner**
- c. **Bid Award for 2016 – Pickup Trucks; Dave Huffman, Street Commissioner**
- d. **Bid Opening for 106th Street Laurelwood to Hussey Lane Water Main Installation; John Duffy, Director of the Department of Utilities**

3. PERFORMANCE RELEASES

- a. **Resolution BPW-04-20-16-01; Glen Oaks Subdivision; Interior Improvement; Jim Langston, Langston**

4. CONTRACTS

- a. **Request for Purchase of Goods and Services; Christopher B. Burke Engineering, LLC; Additional Service #6; (\$37,200.00); Highway Run Stream Assessment - Stonehedge; Jeremy Kashman, City Engineer**
- b. **Request for Purchase of Goods and Services; D L Z Indiana, LLC; (\$840,500.00); Agreement for Professional Services; Gray Road Roundabout Design at 126th Street, Main Street at 136th Street/Smokey Row, and Multi-Use Path Gray Road; Jeremy Kashman, City Engineer**
- c. **Request for Purchase of Goods and Services; Rieth-Riley Construction Co., Inc.; (\$308,396.65); 106th Street over Keystone Parkway Bridge Beam Replacement and Repairs; Jeremy Kashman, City Engineer**
- d. **Request for Purchase of Goods and Services; Rundell Ernstberger Associates Inc.; (\$79,000.00); Agreement for Professional Services; Hazel Dell Parkway and Keystone Parkway Roundabout Landscape Design Services; Jeremy Kashman, City Engineer**

- e. **Request for Purchase of Goods and Services; USI Consultants, Inc.; (\$144,550.00); Agreement for Professional Services; Towne Road Trail from 96th Street to 106th Street; Jeremy Kashman, City Engineer**
- f. **Request for Purchase of Goods and Services; Pike Township Fire Department and Marion County; Mutual Aid Agreement; Chief Dave Haboush, Carmel Fire Department**
- g. **Request for Purchase of Goods and Services; Engagement Letter; Clapp Ferrucci; Engagement Letter; Doug Haney, City Attorney**
- h. **Request for Purchase of Goods and Services; T-Mobile Central LLC; Amend and Restate First Lease Amendment; Terry Crockett, Director of Information Systems**
- i. **Request for Purchase of Goods and Services; Artistic Holiday Designs; (\$85,983.95); Products for the Palladium; Nancy Heck, Director of the Department of Community Relations**
- j. **Resolution No. BPW 04-20-16-02; A Resolution of the City of Carmel Board of Public Works Acknowledging Receipt of Contract; Ingrid Rodriguez; (\$345); Performance Agreement; Mayor James Brainard**

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Gazebo; Community Zumba Event; April 30, 2016; 7:00 a.m. – 12:00 p.m.; Neil Shah, Carmel Mayor’s Youth Council**
- b. **Request to Use Sophia Square; Run/Walk; September 1, 2016; 5:00 p.m. – 9:00 p.m.; Chad Anteliff, Vision Event Management – Run (317)**

6. OTHER

- a. **Uniform Conflict of Interest Disclosure Statement; Nancy Heck**
- b. **Request for Lane Restriction; 116th and Gray Road; Jim Duvall, IPL**
- c. **Temporary Construction Entrance; 3759 Barrington Drive (Haverstick Road Entrance); William Hammer, Property Owner**
- d. **Request for Lane Restriction/Pathway Closure/Open Pavement Cuts; Westfield Boulevard; Chad Miller, Vectren**
- e. **Request for Street Restriction/Open Pavement Cuts; 51 Nappanee Drive; Mike Taylor, T&S Excavating**
- f. **Request for Street Closure/Lane Restriction/Open Pavement Cut; Broughton Street and Greenville Street – Village of West Clay; Tobe Booe, RT Moore Contractors**
- g. **Request for Encroachment Agreement Approval; City of Carmel and Vectren Energy; Illinois Street between 106th and 111th Street; Tiffany Boone, Staff Engineer**
- h. **Request for Perpetual Storm Water Quality Management Easement; Garrison City Center; Sujit Sahadevan, Garrison City Center, LLC**
- i. **Request for Storm Water Technical Standards Manual Variance; The Ridge at the Legacy Section 6; Brett Huff, Stoeppelwerth**
- j. **Request for Variance; 13232 Broad Street; Graham Rahal, Homeowner**

- k. **Request for Variance; 10130 Hillsdale Drive; Mr. Stoffregen & Ms. Mills,**
Homeowners
- l. **Request for Consent to Encroach; 13232 Broad Street; Graham Rahal,**
Homeowner
- m. **Request for Consent to Encroach; 10130 Hillsdale Drive; Mr. Stoffregen & Ms.**
Mills, Homeowners
- n. **Request for Secondary Plat Approval; The Preserve at Bear Creek Section 2;**
Mason McQuinn, Pulte Group

7. ADJOURNMENT

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

MEETING CALLED TO ORDER

Mayor Brainard called the meeting to order at 10:01 a.m.

MEMBERS PRESENT

Mayor James Brainard, Board Members; Lori Watson and Mary Ann Burke, Deputy Clerk Diane Walthall, and Deputy Clerk Jacob Quinn

MINUTES

Minutes for the March 16, 2016 Regular meeting were approved 3-0.

BID/QUOTE OPENINGS AND AWARDS

Bid Award for Custom Type 1 Ambulance; Braun Ambulance was the lowest and most responsive; \$239,818; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Bid Award for Golf Car GPS System – Brookshire; GPS Industries, LLC; \$39,168; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Bid Opening for Emerson Road Storm Sewer Reconstruction; Mayor Brainard opened the bids and read them aloud:

<i>Company</i>	<i>Amount</i>
<i>Yardberry Landscape</i>	<i>\$1,373,532.00</i>
<i>Atlas Excavating</i>	<i>\$1,638,426.00</i>
<i>Crider & Crider</i>	<i>\$1,659,000.00</i>
<i>Morphey Construction</i>	<i>\$1,938,294.00</i>
<i>Eagle Valley, Inc.</i>	<i>\$1,969,875.00</i>

Bid Opening for Carmel View Drainage Improvements; Mayor Brainard opened the bids and read them aloud:

<i>Company</i>	<i>Amount</i>
<i>Yardberry Landscape Co.</i>	<i>\$643,556.00</i>
<i>Atlas Excavating</i>	<i>\$743,406</i>

Eagle Valley, Inc.	\$869,268.00
Millenium Contractors	\$913, 670.00

Bid Opening for 106th Street over Keystone Parkway Bridge Beam Replacement and Various Repairs;

<i>Company</i>	<i>Amount</i>
<i>Rieth-Riley Construction</i>	<i>\$303,396.65</i>
<i>Beaty Construction</i>	<i>\$394,178.00</i>

PERFORMANCE RELEASES

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

Resolution BPW-04-06-16-02; The Preserve at Bear Creek Section 1; Signage Section 1; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW-04-06-16-03; Kroger Store J959; Erosion Control; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW-04-06-16-04; Ashmoor Subdivision; Asphalt Path, Asphalt paving, Concrete Curbs, Stormwater Quality Structure and Street Signs; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW-04-06-16-05; Butler Hyundai; Erosion Control; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW-04-06-16-06; Cobblestone Commons; Stormwater/Erosion Control; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

CONTRACTS

Request for Purchase of Goods and Services; Clark Dietz, Inc.; (\$25,700); Additional Services Amendment for Small Structures Hydraulic Study; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Old Town on the Monon.; (\$4,500); Additional Services Amendment for Garage License Agreement; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; American Structurepoint, Inc.; (\$1,392,393); 2016 COIT Bond Capital Program Management; 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.; (\$30,000); Additional Services Amendment for 2016 On-Call Engineering and inspection Services; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Old Town Development L.L.C.; (\$54,449.47; Water Reimbursement Agreement for Sunrise on the Monon Water Main Upsize; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Calumet Civil Contractors, Inc.; (\$594,335); Auman and Newark Neighborhood Improvements; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Shrewsberry & Associates LLC; (\$45,150); Roundabout Landscape Plans; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

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

Request for Purchase of Goods and Services; Hittle's Landscaping, Inc.; (\$72,210.99); 2016 Landscape Maintenance – West of Meridian; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Truegreen; (\$71,315); Landscape Fertilization; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Hittle's Landscaping, Inc.; (\$83,238.72); 2016 Landscape Maintenance – East of Meridian; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Hittle's Landscaping, Inc.; (\$117,038); 2016 Mowing – East of Meridian; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Hittle's Landscaping, Inc.; (\$48,888.84); 2016 Additional Mowing Package; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Hittle's Landscaping, Inc.; (\$114,043.13); 2016 Mowing – West of Meridian; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; TMT, Inc.; (\$44,792.25); Mulch and Weed Control; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use Gazebo; Carmel Celebration of Bands; August 19, 2016; 10:00 a.m. – 11:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Council Chambers; Civics Training; April 11, 2016; 4:00 p.m. – 7:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Fountain Area; Hoosier Burn Camp Ride; June 1, 2016; 6:30 a.m. – 9:30 a.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Gazebo and Fountain Area; Fundraiser; May 14, 2016; 2:00 p.m. – 11:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Gazebo; Woodwind Studio Spring Recital; May 22, 2016; 12:00 p.m. – 6:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Gazebo; Prayer for Country and Carmel; May 5, 2016; 11:00 a.m. – 1:30 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Gazebo and Japanese Garden; Wedding; June 16, 2016; 4:00 p.m. – 10:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Japanese Garden; Wedding/Vow Ceremony; April 29, 2016; 4:30 p.m. – 6:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Gazebo; Concert; June 10, 2016; 3:00 p.m. – 10:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use City Streets; Cycling Race; June 12, 2016; 7:00 a.m. – 6:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

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

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

OTHER

Request for Lane Restriction/Sidewalk Closure; Townhomes at City Center – West City Center Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Curb Cut/Temporary Construction Entrance; 5778 Clay Center Road; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Lane Restriction/Open Pavement Cut; 301 Woodland Lane; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Lane Restriction; Pennsylvania Street Roundabout @ 131st Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Lane Restriction; Clay Terrace Boulevard; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Recreational Pathway Closure/Open Cut; 760 East 116th Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Lane Restriction; 55 East 111th Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Soil Boring; Lowe's Way – Core Locations; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Variance; 14066 James Dean Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Variance; 14074 James Dean Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Variance; 854 Range Line Road S; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Consent to Encroach; 14066 James Dean Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Consent to Encroach; 14074 James Dean Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Consent to Encroach; 854 Range Line Road; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Stormwater Variance; OneOneSix Apartments Phase 2; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Stormwater Variance; Traders Point Christian Church; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Secondary Plat Approval; Grand and Main Secondary Plat; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

ADJOURNMENT

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

Christine S. Pauley – Clerk-Treasurer

Approved

Mayor James Brainard

ATTEST:

Christine S. Pauley - Clerk-Treasurer

CARMEL UTILITIES
30 W. Main Street
Carmel, Indiana 46032

PH (317) 571-2443 CARMEL WATER UTILITY
ADVERTISEMENT / NOTICE TO BIDDERS
CITY OF CARMEL, INDIANA

106th Street: Laurelwood to Hussey Lane Water Main Installation

Sealed Bids for the City of Carmel, Indiana, 106th STREET:
LAURELWOOD TO HUSSEY LANE WATER MAIN INSTALLATION, will be received by the City of Carmel, Indiana, ("Owner") at the office of the Clerk Treasurer in City Hall, One Civic Square, Carmel, Indiana 46032, until 9:30 a.m., local time, on APRIL 20, 2016. Any Bid received after the designated time will be returned to the Bidder unopened. The Bids will be publicly opened and read by the Board of Public Works and Safety at 10:00 a.m. on APRIL 20 2016 in Council Chambers at City Hall. The Bid should be clearly marked "BID ENCLOSED: 106th STREET: LAURELWOOD TO HUSSEY LANE WATER MAIN INSTALLATION" on the outside of the envelope, and as otherwise set forth in the Bid Documents.

In general, the work consists of: the INSTALLATION of 2,200 LFT of 16" DR-11 HDPE water main via horizontal directional drilling & 168 LFT of 16" DI open cut. All as required by these Bidding Documents, the Agreement Between Owner and Contractor, General Conditions, Special Conditions (the "Agreement"), Specifications and Drawings. A PreBid Meeting will be held on April 13, 2016 at 9:00am in the City's Distribution Office at 3652 W Main St., Carmel, Indiana, 46032. Copies of the Bidding Documents may be examined at the office of the Utility Director located at 30 W. Main St. Carmel, IN 46032 or at the office of CrossRoad Engineers, P.C., ("Engineer") 3417 Sherman Drive, Beech Grove, IN 46107, without charge. Copies may be obtained from the latter office upon the non-refundable deposit of \$100.00 check only, made payable to CrossRoad Engineers, P.C., for each set of Bidding Documents.

Bids must be submitted on the forms found in the Bid package, must contain the names of every person or company interested therein, and shall be accompanied by:

(1) Revised Form No. 96 as prescribed by the Indiana Board of Account and as required in the Instruction to Bidders, including a financial statement, a statement of experience, a proposed plan or plans for performing the Work and the equipment the Bidder has available for the performance of the Work;

(2) Bid Bond in the amount of ten percent (10%) of the total Bid amount, including alternates with a satisfactory corporate surety or by a certified check on a solvent bank in the amount of ten percent (10%) of the amount of the Bid. The Bid Bond or certified check shall be evidence of good faith that the successful Bidder will execute within fifteen (15) calendar days from the acceptance of the Bid, the Agreement as included in the Bidding Documents. The Bid Bond or certified check shall be made payable to the Owner.

Any Bid may be withdrawn prior to the scheduled closing time for receipt of Bids, but no bidder shall withdraw his Bid within sixty (60) days after the actual opening of the Bids.

All Bid Bonds and certified checks of unsuccessful bidders will be returned by the Owner upon selection of the successful Bidder and execution of the Agreement, and provision of the required Performance Bond and Payment Bond.

Wage rates on the Project shall not be less than the prevailing wage scale as determined in accordance with Ind. Code §5-16-7, et seq., and the Contractor must conform to the antidiscrimination provisions of Ind. Code §5-16-6 et seq.

A Performance Bond with good and sufficient surety, acceptable to the Owner and Engineer, shall be required of the successful Bidder in an amount equal to at least one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Agreement.

The Contractor shall execute a Payment Bond to the Owner, approved by Owner and Engineer and for the benefit of the Owner, in an amount equal to one hundred percent (100%) of the Contract Price. The Payment Bond is binding on the Contractor, their subcontractor, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The Payment Bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The surety of the Payment Bond may not be released until one (1) year after the Owner's final settlement with the Contractor.

All out-of-state corporations must have a certificate of authority to do business in the State. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204.

The successful Contractor will be required to enroll in and verify the work eligibility status of all employees hired after the date of this Contract through the E-Verify program. The Contractor and Subcontractors will be required to sign an affidavit concerning employment of unauthorized aliens. A copy of the affidavit is included in the Bid Documents.

The Owner reserves the right to reject and/or cancel any and all Bids, solicitations and/or offers in whole or in part as specified in the solicitation when it is not in the best interests of the governmental body as determined by the purchasing agency in accordance with IC 5-22-18-2. The Owner also reserves the right to waive irregularities in any Bid, and to accept any Bid which is deemed most favorable to the Owner.

Christine Pauley
Clerk Treasurer
City of Carmel, Indiana

TL9789 4/1, 4/8 1t hspaxlp

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

Date: April 20, 2016

Resolution No: BPW-04-20-16-01

From: CITY ENGINEER

PRINCIPAL: LANGSTON DEVELOPMENT COMPANY, INC.

SURETY: BOND SAFEGUARD INSURANCE COMPANY

Board Members:

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

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
INTERIOR SIDEWALKS	5016091	\$ 54,471.00

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

Development of the Glen Oaks Subdivision took place during the season of 2006 with completion of lot sales in 2015. All constructed lots have interior sidewalks in place with two remaining lots yet to be constructed. These lots have home contracts in place and confirmation for sidewalk construction beginning in Spring of 2016. Due to 10 year duration of existing walks having been constructed it is the recommendation of the Department of Engineering that the 3-year Maintenance Requirement be waived and the improvement released with no additional requirements.

Approved:

JEREMY KASHMAN
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 20TH day of APRIL, 2016, that the listed Performance Guarantee for GLEN OAKS 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



**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 Christopher B. Burke Engineering, LLC (the "Vendor"), as City Contract dated May 15, 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

Christopher B. Burke Engineering, LLC

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer
Date: _____

Authorized Signature

Jon D. Stolz
Printed Name

Mary Ann Burke, Member
Date: _____

Managing Vice President
Title

Lori S. Watson, Member
Date: _____

FID/TIN: 45-3940525

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: April 13, 2016

Christine Pauley, Clerk-Treasurer
Date: _____



March 17, 2016

Chris Ogg, PE
Carmel Engineering Department
One Civic Square
Carmel IN, 46032

Subject: **Highway Run Stream Assessment
Professional Services Proposal**

Dear Mr. Ogg,

Christopher B. Burke Engineering, LLC (CBBEL) is pleased to provide this proposal for professional engineering and planning services related to the Highway Run stream assessment in Carmel, Hamilton County, Ind. The following is our understanding of the assignment, scope of services and estimated fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

Highway Run is a small headwater stream that passes through the Stonehedge residential subdivision in Carmel. The stream originates to the west of Stonehedge and travels in a southeasterly course before it ultimately passes under U.S. 31 before its confluence with Cool Creek. It is our understanding that Highway Run causes relatively frequent flooding of roads and property presumably due to undersized culvert crossings at multiple locations (specifically at Thornberry Drive, Walter Street, a private drive and Walter Court). Problems with the undersized culverts have been exacerbated by increasing runoff due to watershed urbanization and shifting rainfall patterns as well as sedimentation and debris blockage at the culverts.

In addition to the flooding problems noted above, we understand that Highway Run passes through the backyards of several residences within the subdivision and has caused significant erosion to the streambanks within those properties. Attempts by individual property owners to control this erosion have been largely unsuccessful. In addition to the nuisance that this erosion must be to these property owners, an often overlooked problem that such erosion causes is the impact on water quality to the receiving stream. This is a common problem throughout central Indiana and this project could serve as a pilot project to demonstrate best practices for managing small headwater streams to improve water quality of the receiving streams.

It is our understanding that you would like CBBEL to investigate the source of the problems noted above and develop conceptual solutions for reducing both erosion and flooding along Highway Run in such a manner that would also reduce adverse impacts to water quality in both Highway Run and Cool Creek. To aid in these efforts, CBBEL will retain Robert C. Barr, a highly-regarded research scientist at the Center for Earth and Environmental Science (CEES) at Indiana University – Purdue University at Indianapolis (IUPUI). Mr. Barr will provide a geomorphologist's perspective on the area of concern. CBBEL proposes to complete a desktop and field investigation of Highway Run. We will provide a summary report that details our findings, including an initial opinion on the factors that may be contributing to the noted problems and conceptual solutions for mitigating the problems.

EXHIBIT A
1 of 5

SCOPE OF SERVICES

Services to be provided by CBBEL for this work have been identified as follows:

Task 1 – Field Investigation: CBBEL staff, along with Mr. Barr, will perform a channel reconnaissance in the area of concern. During the site visit, we will perform channel measurements at key locations to characterize the entrenchment, bed material, bank stability, local slope and tributary influences. The CBBEL team will document their investigation photographically.

Task 2 – Topographic Survey: CBBEL will enter into a subcontract with a licensed surveyor to obtain a topographic ground survey of the project area. The ground survey will provide one-foot contours and planimetric features in areas where culvert replacements are being considered. Outside of these areas, the survey will be limited to hydraulic cross sections and key stream crossing features that can be used to generate a hydraulic model.

Task 3 – Hydrologic and Hydraulic Analysis: Using the best available modeling and topographic information, CBBEL will develop updated models for Highway Run. We will use HEC-HMS for the hydrologic model of the watershed as well as HEC-RAS for the hydraulic model of the actual stream. CBBEL will develop these existing condition models so they can be used to develop solutions to the erosion problems as well as the culvert replacements that may be needed.

Task 4 – Geomorphic Assessment: CBBEL's subconsultant, Robert C. Barr, will assess the reach of Highway Run through Stonehedge subdivision. This assessment will include review of the existing watershed, aerial photos, DEMs, and LiDAR along with a streambed characterization of the study reach. Documentation of observed erosion, previous stabilization efforts, and channel blockages will also be made. Sediment transport, channel stability, and sediment loss analyses will be performed, the results of which will be included in the summary report.

Task 5 – Conceptual Solutions: CBBEL will evaluate the required sizes for culvert replacements at Thornberry Drive, Walter Street, a private drive and Walter Court. Opinions of probable cost for the recommended erosion control and culvert improvements will also be developed as part of this task. As part of the conceptual design, CBBEL will also develop conceptual-level solutions for addressing the localized erosion problems. A systematic approach to addressing the existing erosion will also be evaluated to determine if it is more applicable than isolated measures.

Task 6 – Summary Report: CBBEL staff will produce a brief report that documents the data collection, analysis and conclusions generated during the previous phases of the project. The report will include a discussion of the hydraulic model development along with supporting documentation of the hydrologic conditions used in the analysis. A schematic layout for the recommended improvements will also be provided. A draft copy of the report will be issued for review, with necessary revisions being made prior to submittal of the final report. CBBEL will meet with you to discuss the draft report before issuing the final version.

ESTIMATED FEE

We have estimated the total fee for completing this project should not exceed **\$37,200**. We will bill you monthly, on a time and material basis, for assigned tasks in accordance with our attached standard charges for professional services.

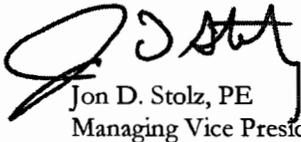
In addition, our contract will be established in accordance with the attached general terms and conditions, which are expressly incorporated into and are an integral part of this contract for professional services. It

should be emphasized that any requested additional meetings or additional services that are not included in the preceding fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by CBBEL will make null and void this agreement. Any time commitment made by CBBEL as part of the agreement does not begin until CBBEL has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Brian McKenna, PE at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE
Managing Vice President

THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE CITY OF CARMEL:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Standard Charges for Professional Services
General Terms and Conditions

COST PROPOSAL FOR PROFESSIONAL SERVICES

Highway Run Stream Assessment
Carmel, IN



Christopher B. Burke Engineering LLC

PROJECT SUMMARY

Date: 17-Mar-16

PHASE	DESCRIPTION	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Res. Planner V	Res. Planner IV	Res. Planner III	Res. Planner I/II	Eng. Tech IV	Eng. Tech III	Eng. Tech I/II	CAD II	CAD I	GIS Spec III	GIS Spec I/II	Env Resource Specialist V	Env Resource Specialist IV	Env Resource Specialist III	Env Resource Specialist II	Env Resource Specialist I	Engineering Intern	Administrative	TOTAL HOURS	TOTAL FEE	
1	Site Visit			5	6	2																		3	14	\$1,881	
2	Topographic Survey		2	2	2	95																		1	5	\$627	
3	Hydrologic and Hydraulic Analysis		2	2	2																			1	61	\$8,569	
4	Geomorphic Assessment		2	2														2							6	\$306	
5	Conceptual Design		2	8	38																				46	\$6,626	
6	Summary Report		4	6	25						12														47	\$6,983	
7																											
8																											
9																											
		TOTAL HOURS:		8	25	125	2				12							2							5	179	\$
		BILLING RATE:		\$216	\$190	\$168	\$111	\$139	\$125	\$105	\$145	\$130	\$105	\$121	\$107	\$130	\$95		\$151	\$139	\$125	\$105	\$99	\$60	\$69		\$
		STAFF FEES:		\$1,520	\$4,200	\$17,375	\$222				\$1,740							\$190							\$345		

SUBCONSULTANTS:		ROLE/DESCRIPTION	CLASS	FEE	DIRECT	TOTAL FEE	ID	DESCRIPTION	AMOUNT	UNITS	RATE	TOTAL
1	Robert C. Barr	Geomorphic Assessment		\$ 2,700	\$ -	\$ 2,700	1	Meals	140	days @	\$25	\$76.30
2	SJCA	Topographic Survey		\$ 8,520	\$ -	\$ 8,520	2	Mileage		miles @	\$0.55	
3				\$ -	\$ -	\$ -	3	Lodging (incl phone)		days @	\$80	
4				\$ -	\$ -	\$ -	4	Survey Equipment		days @	\$350	
5				\$ -	\$ -	\$ -	5	Plotting		each @	\$6.00	
6				\$ -	\$ -	\$ -	6	Photocopy		sets @	\$0.07	
7				\$ -	\$ -	\$ -	7	Supplies (binders, tabs, etc)		lot @	\$25	
8				\$ -	\$ -	\$ -	8	Laboratory Testing		days @	\$200	
9				\$ -	\$ -	\$ -	9	Equipment Usage Fee	312	Lot @	\$1	\$311.70
10				\$ -	\$ -	\$ -	10	Miscellaneous 1		Lot @	\$1	
				\$ -	\$ -	\$ -	11	Miscellaneous 2		Lot @	\$1	
				\$ -	\$ -	\$ -	12	Miscellaneous 3		Lot @	\$1	
				\$ -	\$ -	\$ -	13	Miscellaneous 4		Lot @	\$1	
TOTAL SUBCONSULTANT FEE: \$										11,220		\$388.00
TOTAL DIRECT COSTS:												\$37,200.00

EXHIBIT A
505

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.

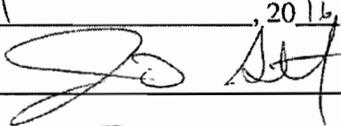
Exhibit "C"
E-Verify Affidavit

Jon D. Stolz, 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 Christopher B. Burke Engineering LLC (the "Company") in the position of Managing Vice 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 13th day of April, 2016.


Printed: Jon D. Stolz

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: Aimee R. Adams



Employment Eligibility Verification



White user
Zach Doshon

User ID
2851007

Last Login
08/46 AM - 04/24/2013 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: Christopher B. Burke Engineering, LLC

Doing Business As (DBA) Name:

DUNS Number:

Physical Location (This is not the mailing address. This is the location where the verification case will be performed.)

Address 1: 115 W. Washington Street

Address 2: Suite 1388 South

City: Indianapolis

State: INDIANA

Zip Code: 46204

County / Parish: MARION

Mailing Address (If you do not have a mailing address, leave blank.)

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information

Employer Identification Number: 453940525
(also known as Federal Tax ID Number)

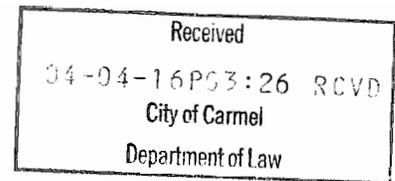
Total Number of Employees:
(including full-time, part-time, and seasonal 20 to 99 employees of the site(s) being verified for)

Parent Organization:

Administrator:

Organization Designation

Employer Category: None of these categories apply



LETTER OF TRANSMITTAL

Date: April 1, 2016

To: Doug Haney
Department of Law

From: Jeremy Kashman
Department of Engineering

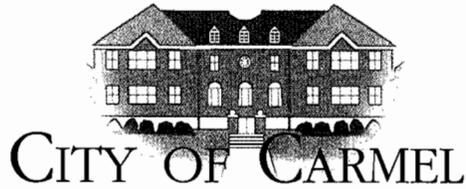
RE: Christopher B. Burke Engineering, LLC Additional Services Amendment

An Additional Services Amendment is needed for Christopher B. Burke Engineering, LLC for the April 20th BPW meeting, please.

Attached please find Christopher B. Burke's scope of work and purchase order.

Contract Information:

Project Name Highway Run Stream Assessment
Vendor: Christopher B. Burke
Amount: \$37,200.00
Appropriation: P.O. 33687; 250-R4350900
Signature: Jon D. Stolz, P.E.
Address: 115 West Washington Street
Suite 1368 South
Indianapolis, IN 46204
Phone: 317/266-8000
Fax: 317/632-3306
Email: jstolz@cbbel-in.com



JAMES BRAINARD, MAYOR

April 1, 2016

Mr. Jon D. Stolz, P.E.
Christopher B. Burke Engineering, LLC
115 West Washington Street
Suite 1368 South
Indianapolis, IN 46204

RE: Additional Services Amendment #6, PO #33687

Dear Mr. Stolz:

As we discussed, the City of Carmel has a need for additional professional services and pursuant to our current contract with Christopher B. Burke Engineering, LLC, dated May 15, 2013, I have requested and received from you the proposed scope of services and fee estimates for the following work task:

Additional Services Amendment #6 – Highway Run Assessment – Professional Services Proposal
Not to Exceed: \$37,200.00

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.

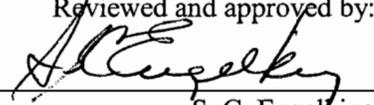
PLEASE NOTE

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 Kashman, P.E.
City Engineer

Reviewed and approved by:


S. C. Engelking
Director of Administration

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1
PURCHASE ORDER NUMBER

33687

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

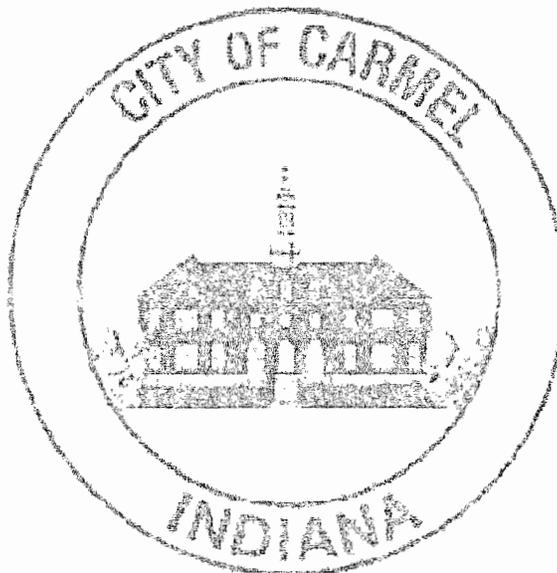
FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
4/1/2016			356865	Project 16-SW-17; Use 2015 Enc. P.O. 33467

CHRISTOPHER BURKE ENGINEERING LLC	Engineering
VENDOR DEPT 20-7045	SHIP TO 1 Civic Square
PO BOX 5997	Carmel, IN 46032-
CAROL STREAM, IL 60197--5997	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	ASA #6 - Highway Run Stream Assessment		\$37,200.00	\$37,200.00
			Sub Total	\$37,200.00



Send Invoice To:
Engineering
Kate Lustig
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

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

PAYMENT

\$37,200.00

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

ORDERED BY _____

TITLE

CONTROL NO. **33687**

CLERK-TREASURER



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 DLZ Indiana, 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

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 Eight Hundred Forty Thousand Five Hundred Dollars (\$840,500.00) (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
Corporation Counsel
One Civic Square
Carmel, Indiana 46032

PROFESSIONAL:

DLZ Indiana, LLC
157 East Maryland Street
Indianapolis, IN 46204
ATTENTION: Gary K. Fisk, P.E.

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)

DLZ Indiana, LLC
Engineering - 2016
Appropriation # 2016 COIT Bond; P.O. # 33688
Contract Not To Exceed \$840,500.00

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

DLZ Indiana, LLC

BY:

BY:

James Brainard, Presiding Officer
Date: _____



Authorized Signature

Printed Name: GARY K. FISK, P.E.

Mary Ann Burke, Member
Date: _____

Title: VICE PRESIDENT

FID/TIN: 31-1741713

Lori S. Watson, Member
Date: _____

Last Four of SSN if Sole Proprietor: _____

Date: APRIL 13, 2016

ATTEST:

Christine S. Pauley, Clerk-Treasurer
Date: _____

EXHIBIT A

SERVICES TO BE FURNISHED BY THE CONSULTANT

Gray Road Roundabouts at 126th Street, Main Street and 136th Street/Smokey Row Road

AND

Multiuse Path design along Gray Road from 116th Street to 136th Street/Smokey Row Road

DLZ Indiana, LLC (CONSULTANT) shall prepare Design Plans and Bid Documents for the following, thereby constituting the "Project":

1. Dual Lane Roundabout Design at the intersections of Gray Road at 126th Street, Main Street and 136th Street.
2. Multiuse path on the west side of Gray Road from north of 116th Street (north of the Bridge over Cool Creek) to 136th Street/Smokey Row Road.

This scope of services entails detailed design of the Project. Design plans will be in accordance with INDOT Design Manuals for the reconstruction (3R Non-Freeway) of an urban arterial street in effect at time of notice to proceed of the design contract. INDOT geometric design table 55-3F will be used. The CONSULTANT will verify that dimensions, lane widths, tapers, intersection radii, and other design requirements shall meet INDOT requirements and shall also be in accordance with American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets, 2011; NCHRP Report 672, Roundabouts: An informational Guide, Second Edition; Indiana Manual on Uniform Traffic Control Devices (IMUTCD) 2011; AASHTO Guide for the Development of Bicycle Facilities; and other design criteria as specified by the CITY (such as CITY's standards and specifications) in effect at time of notice to proceed of the design contract. The specifications for this project shall conform to the latest version of the INDOT Standard Specifications, Supplemental Specifications, Reoccurring Special Provisions, Standard Drawings and updates. The design will consist of asphalt pavement for Roundabouts and Trail. The project is 100% locally funded.

A. PROJECT MANAGEMENT

The CONSULTANT shall provide Project Management services including the following:

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

EXHIBIT A
1 of 11

B. ROUNDABOUT DESIGN AND PLANS

The CONSULTANT will prepare a roundabout concept prior to starting the detailed design of the roundabout. The concept will be prepared utilizing the most recent traffic data collected by the CONSULTANT as a part of this scope of services. Morning (AM) and Evening (PM) peak hour intersection turning movement counts will be collected by the CONSULTANT for the subject intersection. A linear traffic growth rate of 2% per year will be utilized and traffic projections for the 20-year design horizon (year 2037) will be made accordingly. The CONSULTANT shall utilize RODEL roundabout capacity analysis software for evaluating the design year roundabout capacity and for determining the lane requirements. CONSULTANT will present the concept with the design year lane requirements to the CITY and upon approval will proceed with the detailed design. If required and as requested by the CITY, the CONSULTANT will perform roundabout metering analyses utilizing VISSIM software.

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

It is assumed that the intersection will be closed during construction and the CONSULTANT shall prepare a detour route sheet for each of the three proposed roundabout intersections.

Drainage:

Based upon the evaluation of the existing conditions, the following drainage design is included for this project:

126th Street and Gray Road:

The proposed drainage design will follow the existing drainage patterns. Existing drainage on this intersection flows towards east to a dry detention drainage basin located approximately 800' east of the intersection and on the north Side of 126th street. The proposed drainage will outfall to the existing roadside ditch located on the north side of 126th Street. This existing ditch connects to the dry basin through pipe culverts. Since the proposed project will increase the impervious drainage area, in-line detention may be required before the storm water can outlet into the existing ditch. The CONSULTANT shall evaluate in-line pipe detention requirements. Upsizing or expansion of the existing dry drainage basin is not included in scope of work for this Project.

Main Street and Gray Road:

The existing drainage from the Project site flows towards the two wet drainage basins located on the Northeast and Northwest of the intersection. Since the proposed project will increase the impervious drainage area, in-line pipe detention may be required before the storm water can outlet into the existing drainage basins. The CONSULTANT shall evaluate in-line pipe detention requirements. Upsizing or expansion of the drainage basins is not included in scope of work for this project.

136th Street/Smokey Row Road and Gray Road:

The proposed drainage will outlet to the downstream end of the stream crossing located approximately 450' south of the intersection. Existing pipe culvert under Gray road will be replaced with a new culvert and headwall on the east side of Gray Road will be removed.

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

C. MULTIUSE PATH DESIGN

The typical multiuse path section will consist of minimum of 8 foot or 10 foot (as Per CITY's direction) in width, with a 2 foot shoulder. The trail will replace the existing sidewalk, where present. Offset of the multiuse path from the existing roadway will depend on various factors, such as Right of Way constraints, embankment slopes, utility conflicts and presence of curb and gutter section along Gray Road. The following design options will be considered:

1. 8 foot or 10 foot multiuse path with 10 foot buffer from the existing edge of the travel lane. Since speed limit on Gray Road is less than 45 mph, a minimum of 10 feet of separation from the existing edge of the travel lane can be provided, as per the IDM Design Figure 51-7D. This option will be utilized at locations where existing right of way (r/w) limits are wide enough to accommodate minimum 10 feet of separation.
2. At locations where existing r/w is limited or existing curb and gutter exists, multiuse path with 5 foot buffer can be provided as per IDM Figure 51-7F. If needed, new curb and gutter section along the existing edge of the travel lane can be implemented. A 2 foot wide pavement patch will be placed in front of the proposed concrete curb and gutter section. It is the CITY's intent to minimize and avoid r/w impacts as much possible.
3. Maintenance of traffic during construction will be included, as needed, and as per the INDOT standard Drawings and specifications.
4. Drainage design shall perpetuate existing drainage and utilizing existing yard drains where feasible.

D. DESIGN SUBMITTALS

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

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

E. PAVEMENT DESIGN

The pavement design for the Roundabouts will be performed using AASHTOWare Pavement ME software. Pavement design will need to be performed for HMA Pavement only.

There will be no pavement design conducted for the Trail. The pavement section for the trail will be in accordance with INDOT's Standard Drawing E 604-NVUF-01.

F. UTILITY COORDINATION

The CONSULTANT shall perform the utility coordination as follows:

1. Distribute plans, after design approval, with tentative project schedule to utility company requesting submittal of relocation plans with estimated relocation schedule.
2. Arrange for and attend One (1) Utility coordination meeting at the CITY's office.

EXHIBIT A
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3. Coordinate with the utilities, as necessary, to obtain reimbursable utility agreements where applicable.
4. Process Work Plans and review relocation plans to verify that all conflicts are resolved. Written documentation is required for all utilities whether relocations are required or not.
5. Distribute written "notice to proceed" with approved utility relocation plans to the appropriate district office.
6. Prepare the Utility Coordination Certification. The Utility Coordination Certificate shall state the included relocation plans address the relocation of all facilities known to be in conflict with the project.

G. ROUNDABOUT LIGHTING DESIGN

The CONSULTANT will perform the lighting design calculations to cover the crosswalk areas. This task does not include any landscape lighting. The following constitutes the scope of lighting services:

1. Perform lighting design calculations for one type of lighting fixture. The light fixture specification, types and standard to be provided by the CITY.
2. The CONSULTANT will develop a set of lighting plans for the Roundabouts included in the Project. The lighting plans shall include lighting general notes, quantity sheets, plan sheets, details and circuit diagrams.
3. Perform lighting design and voltage drop calculations.
4. Coordinate with the electric company to determine proposed power service location(s).

H. GEOTECHNICAL INVESTIGATION

The purpose of our services will be to provide an evaluation of the subsurface conditions and assess the impacts of these conditions on the proposed construction. Based on our review of publicly-available geologic information and experience in the area, the subsurface conditions within the depth of interest are anticipated to consist of moderate-plasticity clay overlying glacial till (i.e., low-plasticity cohesive-type soil) with seams and layers of granular soil. For the anticipated improvements, the scope of our services will include:

1. Performing five to six exploratory test borings at each intersection to a depth of up to 15 ft each. The actual location, depth, and number of borings will be dependent on the soil conditions encountered and forthcoming plans. Standard Penetration Test (SPT) sampling will be performed in the borings at 2½-ft intervals. We anticipate that access to the boring locations can be accomplished with truck- or ATV-mounted equipment with traffic control (as needed), and the borings will be backfilled at completion of the field work with bentonite chips (per the CITY requirements) and a concrete patch at the surface, where necessary. EEI will locate the test borings using measurements from existing site features shown on plans to be provided. In addition, hand auger soundings will be performed as deemed necessary. We will also contact Indiana 811 and the CITY to arrange an underground utility line location check and obtain a permit, respectively;
2. Performing appropriate laboratory tests including visual soil classification, hand penetrometer readings, moisture content, grain size analysis, Atterberg limit determinations, and unconfined compression; and
3. Preparing a technical report which will include a summary of our findings and recommendations for geotechnical considerations regarding:

EXHIBIT

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- a. Subgrade preparation and improvement, as necessary, for support of sewers, embankment fill and pavement;
- b. Pavement design parameters;
- c. Embankment fill placement;
- d. Placement and compaction of backfill for sewers; and
- e. Potential construction problems due to the subsurface conditions encountered (e.g., soft subgrade difficulties, dewatering, etc.).

I. EROSION CONTROL PLAN & RULE 5 PERMIT

This Project will disturb more than one (1) acre of land, therefore a Rule 5 Permit will be required. The CONSULTANT will follow the guidelines and processes of Stormwater Pollution Prevention Planning and Rule 5 (327-IAC 15-5). The CONSULTANT is now required to analyze additional elements pertaining to storm water and impacts to Municipal Separate Storm Sewer Systems (MS4's). The CONSULTANT will analyze the pre-construction of stormwater pollution prevention for the project, and then assess both the construction component of stormwater pollution prevention and the post-construction component.

In the past, erosion and sediment control was prepared at the time of final plans. Now, the National Pollutant Discharge Elimination System (NPDES) requirements have become a much more prominent part of the design and plan preparation process. The CONSULTANT will address the storm water pollution prevention process earlier in the design and incorporate Stormwater Quality Units, more commonly known as 'best management practices' (BMP's), into our design. The goal is to make water quality planning a common and integrated part of this design and construction process, and not a result of a design. Therefore, the erosion control plans are initiated earlier in the design process and review meetings are scheduled throughout the design with the reviewing agency to discuss the projects particulars.

J. NATIONWIDE PERMIT (IDEM and ACOE)

This Permit will be required since the stream south of Gray Road and 136th Street/Smokey Row Road will be impacted due to the Project construction. The CONSULTANT shall prepare the application and required back-up documentation for this permit and will submit to the IDEM and ACOE for approval. Any mitigation or Individual permits are excluded from this task.

K. WATERS OF THE US DETERMINATION REPORT

Waters of the US Determination Report services for surface waters and wetlands will be provided for the Project. Only one report will be prepared covering the entire Project. The Waters of the US Determination will be based on the CONSULTANT's best judgment and the guidelines set forth by the US Army Corps of Engineers (USACE) for determining the jurisdictional status of surface waters and wetlands. If wetlands are identified, a routine wetland delineation will be performed. The final determination of jurisdictional waters is ultimately made by the USACE.

The services required for the Waters of the US Determination Report shall include:

- Gather available secondary source data including, but not limited to, topographic and/or USGS quadrangle maps, National Wetland Inventory Maps, NRCS soil surveys, aerial photographs, and FEMA flood maps and various documents and maps that may be available from State, county or local public agencies.

EXHIBIT A
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- Perform an on-site reconnaissance to collect supplemental information about the general characteristics of identified drainage features and wetlands including vegetation, soils and site hydrology. Review the collected data and determine whether the vegetation, soils and hydrology characteristics indicate the presence of jurisdictional wetland(s).
- Conduct field flagging of the ordinary high water mark (OHWM) of any potentially jurisdictional the ditch/surface waters for survey pick-up during the topographical survey.
- Prepare a brief report of the Waters of the US Determination findings including a location map and study boundary shown on a site drawing or aerial photograph.
- Complete a Preliminary Jurisdictional Determination Form covering the project for inclusion in the report.

If wetlands are identified during the preparation of the Waters of the US Determination Report, the CONSULTANT will commence with Routine Wetland Delineation, as follows:

ROUTINE WETLAND DELINEATION (IF REQUIRED)

If wetlands are identified during the preparation of the Waters of the US Determination Report, the CONSULTANT shall perform Routine Wetland Delineation services for the above referenced project. All routine wetland delineation services shall be performed in accordance with the Corps of Engineers 1987 Wetland Delineation Manual (Department of the Army Technical Report Y-87-1). The results of the wetland delineation will be incorporated into the Waters of the US Determination Report described above.

Routine Wetland Delineation services include:

- Establish observation points for each representative aquatic and upland community by either the site traverse or transect techniques and collect vegetation, hydrology and soil data from each observation point for use in determining jurisdictional wetland locations and for delineating the wetland/upland boundaries. Paired data sheets will be prepared for each wetland identified describing typical wetland and upland conditions.
- Delineate wetland/upland boundaries and mark boundaries in the field by survey flagging tapes. The CONSULTANT will notify the CITY when completed and will not be responsible for maintenance of the temporary flagging.
- Survey the delineated wetland/upland boundary and observation points using Differential Global Positioning System (DGPS) technology. If the tree canopy is too dense to perform DGPS then the observation points will be obtained using conventional ground-based survey as an Additional Service.
- Incorporate the delineation results and findings as well as a wetland delineation drawing/map showing the surveyed boundary into the Waters of the US Determination Report. An appendix containing data sheets and photographs of the wetland areas will also be included.
- Review the findings with the CITY.
- Conduct on-site delineation verification meeting with the USACE if needed.

SCHEDULE

Wetland Determination services require making observations of vegetation and soil characteristics that cannot be performed when the ground is snow covered, frozen, or flooded. The scope of services will be completed within 60 days from Notice to Proceed, as long as conditions are appropriate for this type of work. Additionally, the USACE reserves the right to reject wetland field work conducted outside the

growing season. Therefore, the proposed services herein are recommended to start after April 15. If the above schedule cannot be met due to unsuitable site conditions, the outlined tasks will be completed within 60 days of the conditions being appropriate for this type of work.

L. RIGHT OF WAY ENGINEERING AND SERVICES

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

The CONSULTANT shall:

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

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

The number of effected parcels (permanent or temporary) is unknown at this time. As the design progresses, the CONSULTANT shall identify the impacted parcels for R/W Engineering. R/W Engineering fees presented in this Agreement are an estimate only. R/W fees may be revised after the construction limits are established and the number of impacted parcels is identified.

M. BIDDING PHASE SERVICES

The CONSULTANT shall attend a pre-bid meeting at the CITY's office. The CONSULTANT will assemble the Bid Package including all specification, quantities and pay items for the Bid Documents. The CITY shall provide all upfront specification to be included in the Bid Document. If required, the CONSULTANT shall also prepare One (1) Addenda and distribute to the known potential bidders.

N. PRE-CONSTRUCTION MEETING

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

O. CONSTRUCTION PHASE SERVICES

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

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

Additionally, the CONSULTANT shall review or take other appropriate action upon the Contractor's submittals such as Working (shop) Drawings, Product Data and Samples, (up to 100 hours) but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractors, while allowing sufficient time in the CONSULTANT's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract. The CONSULTANT's review shall not constitute approval of safety precautions or, of any construction means, methods, techniques, sequences or procedures. The CONSULTANT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

P. ADDITIONAL SERVICES OF THE CONSULTANT

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

1. Topographic Survey and Location Control Route Survey Plat
2. Landscaping and Irrigation design.
3. Drainage detention and/or expansion of existing detention basins or off-site drainage design.
4. As-built drawings.
5. Any utility relocation design (including water and sanitary) and subsurface utility engineering.
6. Attendance or preparation for any public meeting or presentations.
7. Any bridge and retaining wall design.
8. Maintenance of Traffic plan/scheme other than a detour during construction for Roundabout intersections.
9. All activities and items associated with Right-of-Way Acquisition including but not limited to, appraising, review appraising, right-of-way acquisition coordination and management services.
10. Roundabout renderings.
11. Environmental Studies.
12. Preparation for or presentation at any Public Meeting.
13. Pre-application permit scoping with the USACE
14. Stream Mitigation, Wetland permitting and Wetland mitigation design plans
15. Annual mitigation monitoring, if required as a permit condition
16. Floristic quality assessment
17. Threatened and endangered species surveys
18. Any Section 106 (Historic Property) consultation or investigations that may be requested by the Corps of Engineers during the permit process
19. Other site investigations that may be required as a permit condition
20. QHEI or HHEI stream assessments.
21. Construction Inspection and/or observation.

Q. INFORMATION AND SERVICES TO BE FURNISHED BY THE CITY

The CITY shall furnish the CONSULTANT with the following:

1. Topographic Survey in Civil 3D/AutoCad format, including information on structure inverts, pipe networks and existing R/W and property owner information.
2. Location Control Route Survey Plat.
3. Additional criteria for design and details for signs, roundabout, highway and structures such as grades, curves, sight distances, clearance, design loading, etc.
4. CITY specifications and standard drawings applicable to the project.
5. The light fixture type and standards to be used for lighting design.
6. City's utility line depths (water and Sanitary), as requested by the CONSULTANT to aid in performing the services stated in this scope of services.
7. Guarantee access to enter upon public and private lands as required for the CONSULTANT to perform work under this scope of services.
8. Right of Way certifications, as needed.
9. CITY's upfront specifications for the contact document/bid book.

R. FEE FOR SERVICES

In consideration for the above, the CONSULTANT will be compensated a Not to Exceed total fee of **\$840,500.00**, including expenses. A breakdown of fee is presented on the following page:

SUMMARY OF DESIGN FEES

TASK DESCRIPTION	PROPOSED FEE			
	126th & Gray	Main & Gray	136th & Gray	Trail
Intersection Counts	\$1,500	\$1,500	\$1,500	Not Included
Design	\$136,000	\$146,000	\$124,000	\$65,000
Signing & Pavement Marking Design	\$4,500	\$4,500	\$4,500	Not Included
Erosion Control & Rule 5 Permit	\$5,000	\$6,500	\$5,000	\$9,500
Pavement Design (asphalt pavement only)	\$4,000	\$5,000	\$4,000	\$0
Utility Coordination	\$8,500	\$11,500	\$8,500	\$12,000
Lighting Design	\$7,500	\$7,500	\$6,500	Not Included
Evaluation of the two existing Detention Basin Capacities (Study provided by the CITY)	Not Included	\$5,000	Not Included	Not Included
Roundabout Metering Analysis (If Required)	\$8,000	\$8,000	\$8,000	Not Included
Geotechnical Investigation	\$6,000	\$6,000	\$6,000	Not Included
Waters Report (1 Report covering all Projects)	\$0	\$0	\$6,500	\$0
Wetlands Delineation (If Required; covering all Projects))	\$0	\$0	\$3,500	\$0
Nationwide Permit (ACOE & IDEM)	Not Included	Not Included	\$6,000	Not Included
Bid Phase, including Pre-Bid Meeting and one Addenda	\$5,000	\$5,000	Included under 126th Street	\$5,000
Pre-Construction Meeting	\$1,500	\$1,500	Included under 126th Street	\$1,500
CN Phase (Hourly, as needed)	\$10,000	\$7,000	Included under 126th Street	\$10,000
SUBTOTAL PROPOSED FEE:	\$197,500	\$215,000	\$184,000	\$103,000
SUBTOTAL LUMP SUM FEE	\$699,500			

RIGHT OF WAY ENGINEERING - Assumed Fee; actual to billed in accordance with the per parcel rates, as shown below				
DESCRIPTION	PROPOSED FEE			
	126th & Gray	Main & Gray	136th & Gray	Trail
T & E Reports; (Commercial - \$550/parcel; Residential - \$400/parcel; Temp - \$125/parcel)	\$8,000	\$8,000	\$8,000	\$12,000
R/W Engineering - Permanent Parcels include Plats, Description And R/W Calcs.; \$1,950/parcel Temporary Parcels include Description And R/W Calcs.; \$1,350/parcel	\$15,000	\$15,000	\$15,000	\$35,000
R/W Staking - \$500/parcel (One time Staking)	\$5,000	\$5,000	\$5,000	\$10,000
SUBTOTAL	\$28,000	\$28,000	\$28,000	\$57,000
TOTAL FEE	\$840,500.00			

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**DLZ INDIANA, LLC - HOURLY RATES
ENGINEERING/ARCHITECTURAL**

<i>Activity Code</i>	<i>Employee Classification</i>	<i>Hourly Rate</i>
1	Principal	\$220.00
49/49D	Division Manager/Director	\$200.00
50	Department Manager	\$175.00
55/4	Registered Land Surveyor/Survey Coordinator	\$130.00
80/217	Senior Project Manager / Project Manager II	\$180.00
21/216	Project Manager I	\$160.00
341/340/556/557	Electrical/Mechanical/Structural Engineer VI	\$165.00
555/565/214	Engineer V/Architect V/Landscape Architect V/Planner V/Scientist V/Geologist V / Surveyor V	\$155.00
554/564	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Geologist IV	\$150.00
53/58	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Geologist III	\$130.00
52/57	Engineer II/Architect II/Landscape Architect II/Planner II/Scientist II/Geologist II	\$120.00
51/56	Engineer I/Architect I/Landscape Architect I/Planner I/Scientist I/Geologist I	\$95.00
28	Designer I	\$90.00
472	Designer II	\$110.00
473	Designer III	\$125.00
29	Technician	\$70.00
147	Construction Observer Manager /Administrator	\$120.00
152	Construction Observer	\$95.00
43	Clerical	\$65.00
6	Intern	\$50.00

	<i>Crew Classification</i>	<i>Hourly Rate</i>
142/99	2 - person Topographic Survey Crew (straight time)	\$190.00
142/99	2 – person Topographic Survey Crew (over time)	\$250.00
63	1 – person Field Crew	\$120.00
63	1 – person Field Crew (over time)	\$160.00
GPS	1 – person GPS/RTK Field Crew	\$160.00
SCAN	HDS Laser Scanning Crew	\$260.00
13/94	Field Survey Technician / Survey-Mapping Assistant	\$75.00

<i>Reimbursable Expenses</i>	<i>Rate</i>
Mileage	\$0.54/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

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: _____

			<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

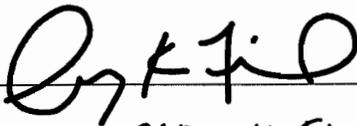
AFFIDAVIT

GARY K. FISK, P.E. _____, 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:

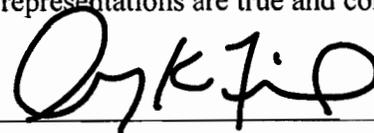
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by
DLZ INDIANA, LLC (the "Employer")
in the position of VICE PRESIDENT.
3. I am familiar with the employment policies, practices, and procedures 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 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 13TH day of APRIL, 2016.


Printed: GARY K. FISK, P.E.

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: GARY K. FISK, P.E.



Welcome Arney Hildebrand User ID AHIL1425 Last Login 11:22 AM - 01/27/2014 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
- Contact Us

Company Information

Company Name: DLZ Indiana, LLC [View / Edit](#)

Company ID Number: 434857
Doing Business As (DBA) Name:
DUNS Number:

Physical Location:

Address 1:	2211 East Jefferson Boulevard	Mailing Address:	Address 1: 8121 Huntley Road
Address 2:		Address 2:	
City:	South Bend	City:	Columbus
State:	IN	State:	OH
Zip Code:	46615	Zip Code:	43229
County:	ST JOSEPH		

Additional Information:

Employer Identification Number: 311741713
Total Number of Employees: 100 to 499
Parent Organization: DLZ Corporation
Administrator: DLZ Corporation

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause
Federal Contractor Category: None of these categories apply
Employees being verified: Entire workforce (all new hires and all existing employees throughout the entire company)

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES [View / Edit](#)

Total Hiring Sites: 5 [View / Edit](#)

Total Points of Contact: 2 [View / Edit](#)

[View MOU](#)



Welcome Amey Hildebrand User ID AHIL1425 Last Login 11:22 AM - 01/27/2014 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
- Contact Us

User Summary List

Previous		Next								
User ID	Company	User Role	Last Name	First Name	Last Login Date	Status	Locked	Logged On		
AHIL1425	DLZ Indiana, LLC	Program Administrator	Hildebrand	Amey	02/10/2014 10:19 AM	Current	N	Y	<input type="button" value="Delete"/>	
DMM1398	DLZ Indiana, LLC	Program Administrator	McMahon	Dawn	02/04/2014 09:24 AM	Current	N	Y	<input type="button" value="Delete"/>	
Previous		Next								

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

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

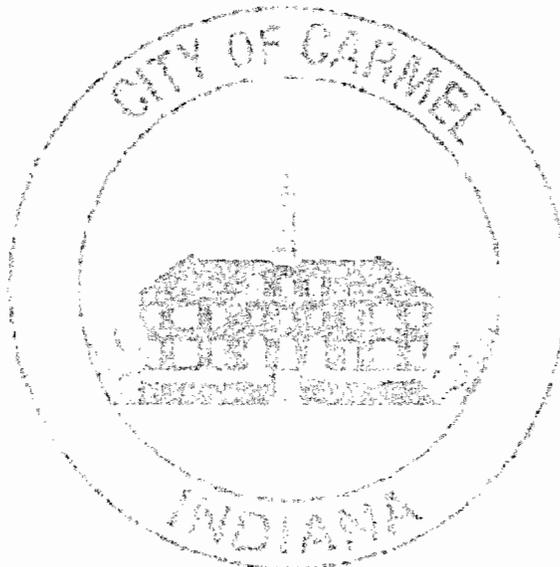
PURCHASE ORDER NUMBER

33688

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/31/2016			061515	Project 16-ENG-16
D L Z		Engineering		
VENDOR 157 EAST MARYLAND ST		SHIP TO 1 Civic Square		
INDIANAPOLIS, IN 46204 -		Carmel, IN 46032- Kate Lustig		
CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200	Account: 94-650.04	Fund: 0	COIT Bond Fund		
1 Each	Gray Road Roundabouts at 126th St., Main St., and 136th St./Smokey Row and MultiUse Path Gray Rd.			\$840,500.00	\$840,500.00
				Sub Total	\$840,500.00



Send Invoice To:

Skip Tennancour
8425 Wicklow Way
Brownsburg, IN 46112

2016 COIT Bond

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$840,500.00

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.

ORDERED BY

TITLE

[Signature]
Corporation Counsel

CONTROL NO. 33688

CLERK-TREASURER



JAMES BRAINARD, MAYOR

LETTER OF TRANSMITTAL

Date: March 31, 2016
To: Doug Haney
Department of Law
From: Jeremy Kashman *JAK*
Department of Engineering
RE: DLZ Indiana, LLC Contract

A Professional Services contract is needed for DLZ Indiana, LLC for the April 20th BPW meeting, please.

Attached please find DLZ Indiana LLC's scope of work and purchase order.

Note: Contract is subject to the availability of funds from the 2016 COIT Bond.

Contract Information:

Project Name Gray Road Roundabouts at 126th Street, Main Street, 136th Street/Smokey Row Road and Multi-Use Path Design along Gray Road from 116th Street to 136th Street/Smokey Row Road
Vendor: DLZ Indiana, LLC
Amount: \$840,500.00
Appropriation: P.O. 33688; 2016 COIT Bond
Signature: Gary K. Fisk, P.E.
Address: 157 East Maryland Street
Indianapolis, IN 46204
Phone: 317/633-4120
Email: gfisk@dlz.com



AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

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

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 900 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 Three Hundred Eight Thousand Three Hundred Ninety Six Dollars and Sixty-Five Cents (\$308,396.65) (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: Rieth-Riley Construction Co., Inc.
1751 West Minnesota Street
Indianapolis, Indiana 46221
ATTENTION: Paul J. Tate

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.

Rieth-Riley Construction Co., Inc.
Engineering Department - 2016
Appropriation #900; P.O. #33681
Contract Not To Exceed \$308,396.65

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

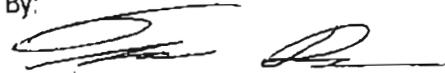
CITY OF CARMEL, INDIANA

Rieth-Riley Construction Co., Inc.

by and through its Board of Public
Works and Safety

By:

By:



James Brainard, Presiding Officer

Authorized Signature

Date: _____

Tom Parten

Printed Name

Mary Ann Burke, Member

Sales Manager

Date: _____

Title

Lori S. Watson, Member

FID/TIN: 35-0918397

Date: _____

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: April 13, 2016

Christine S. Pauley, Clerk-Treasurer

Date: _____

BID PROPOSAL SUMMARY PAGE

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

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

Company:	Rieth-Riley Construction Co., Inc.
Project Name:	Project No. 16-INS-01 106th Street over Keystone Parkway Bridge Beam Replacement and Various Repairs
Date Submitted:	April 6, 2016
Base Quote Amount:	\$308,396.65

ESTIMATE

City of Carmel

Project No. 18-INS-01 Base Bid
106th Street Bridge over Keystone Parkway
138th Street Bridge over Keystone Parkway

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	LSUM	1.0	2,000.00	2,000.00
2	FIELD OFFICE, C	MOS	5.0	1,600.00	8,000.00
3	MOBILIZATION AND DEMOBILIZATION	LSUM	1.0	15,419.83	15,419.83
4	PRESENT STRUCTURE REMOVE, PORTIONS	LSUM	1.0	109,834.23	109,834.23
5	SIDEWALK CONCRETE, REMOVE	SYS	17.0	67.97	1,155.49
6	TEMPORARY EROSION AND SEDIMENT CONTROL, CURB INLET PROTECTION	EACH	2.0	189.23	378.46
7	EXCAVATION, DRY	CYS	3.0	149.03	447.09
8	AGGREGATE FOR END BENT BACKFILL	CYS	4.0	108.58	434.32
9	CONCRETE SIDEWALK, 4 IN.	SYS	17.0	127.27	2,163.59
10	GEOTEXTILES	SYS	10.0	11.49	114.90
11	SODDING, NURSERY	SYS	11.0	230.31	2,533.41
12	REINFORCING BARS, EPOXY COATED	LBS	8,011.0	1.47	11,776.17
13	CONCRETE, C. SUPERSTRUCTURE	CYS	42.8	857.33	36,693.72
14	CONCRETE, C, RAILING	CYS	11.4	742.09	8,459.83
15	STRUCTURAL MEMBERS, CONCRETE I-BEAM, II, 36 IN. X 12 IN.	LFT	53.0	538.96	28,564.88
16	SURFACE SEAL	LSUM	1.0	1,800.00	1,800.00
17	MASONRY COATING	LSUM	1.0	13,980.00	13,980.00
18	CONCRETE IMPRINTING	SFT	574.0	2.94	1,687.56
19	CONCRETE STAINING	SFT	117.0	25.00	2,925.00
20	STREET NAME SIGN, BRIDGE MOUNTED, DECORATIVE, REMOVE AND RESET	LSUM	1.0	2,381.57	2,381.57
21	BRIDGE RAIL MOCK UP	LSUM	1.0	527.15	527.15
22	FLAT-WORK MOCK UP	LSUM	1.0	213.91	213.91
23	ORNAMENTAL RAILING, REMOVE AND RESET	LFT	61.0	77.28	4,714.08
24	FORMLINER, SPECIALTY, CITY SEAL	LSUM	1.0	374.55	374.55
25	FORMLINER, BRIDGE RAIL, REAR FACE	LSUM	1.0	749.14	749.14
26	FORMLINER, BRIDGE RAIL, FRONT FACE	LSUM	1.0	749.14	749.14
27	FIBER WRAP, 106TH STREET BRIDGE	LSUM	1.0	7,150.00	7,150.00
28	FIBER WRAP, 136TH STREET BRIDGE	LSUM	1.0	5,450.00	5,450.00
29	DETOUR ROUTE MARKER ASSEMBLY	EACH	4.0	130.00	520.00
30	CONSTRUCTION SIGN, A	EACH	22.0	160.00	3,520.00
31	CONSTRUCTION SIGN, B	EACH	3.0	75.00	225.00
32	FLASHING ARROW SIGN	DAY	120.0	15.00	1,800.00
33	MAINTAINING TRAFFIC, 106TH STREET BRIDGE	LSUM	1.0	9,124.78	9,124.78
34	MAINTAINING TRAFFIC, 136TH STREET BRIDGE	LSUM	1.0	4,000.00	4,000.00

EXHIBIT A

2 of 3

35	BARRICADE, III-A	LFT	36.0	20.00	720.00
36	TEMPORARY TRAFFIC BARRIER, TYPE 2	LFT	230.0	36.78	8,459.40
37	CONDUIT, PVC, 2 IN.	LFT	65.0	38.33	2,491.45
38	LIGHT POLE AND LUMINAIRE, REMOVE AND RESET	EACH	1.0	3,358.00	3,358.00
39	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	1.0	3,500.00	3,500.00

TOTAL: \$308,396.65

SUBMITTED BY: Rieth-Riley Construction Co., Inc.

SIGNATURE  _____

TITLE: Tom Parten, Sales Manager

ADDRESS: 1751 W. Minnesota Street, Inpls, IN 46221

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: _____

			<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

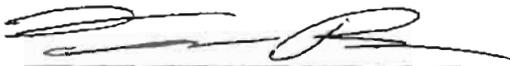
EXHIBIT D

AFFIDAVIT

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

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Rieth-Riley Construction Co., Inc. (the "Employer")
in the position of Sales Manager.
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 13th day of April, 2016.



Printed: Tom Parten

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: Tom Parten



Company ID Number: 426485

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 Rieth-Riley Construction Co., Inc. (Indianapolis)

Kristine Hochstetler

Name (Please Type or Print)

Title

Electronically Signed

06/27/2011

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

06/27/2011

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Rieth-Riley Construction Co., Inc. (Indianapolis)

Company Facility Address: 1751 W. Minnesota

Indianapolis, IN 46221

Company Alternate Address: P. O. Box 276

Indianapolis, IN 46206

County or Parish: MARION

Employer Identification Number: 350918397

E-Verify



Company ID Number: 426485

North American Industry Classification Systems Code:	237
Administrator:	Rieth-Riley Construction Co., Inc.
Number of Employees:	100 to 499
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)

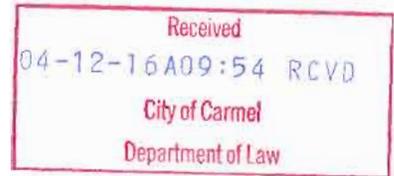
Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Kevin A Tussey	Fax Number:	(317) 631 - 6423
Telephone Number:	(317) 634 - 5561		
E-mail Address:	KATUSSEY@rieth-riley.com		



CITY OF CARMEL

JAMES BRAINARD, MAYOR



LETTER OF TRANSMITTAL

Date: April 12, 2016

To: Doug Haney
Department of Law

From: Jeremy Kashman
Department of Engineering

RE: Rieth-Riley Construction Co., Inc.

A Professional Services contract is needed for Rieth-Riley Construction Co., Inc. for the April 20th BPW meeting, please.

Attached please find Rieth-Riley's scope of work and purchase order.

Contract Information:

Project Name #16-INS-01; 106th Street over Keystone Parkway Bridge Beam Replacement and Various Repairs
Vendor: Rieth-Riley Construction Co., Inc.
Amount: \$308,396.65
Appropriation: P.O. 33681; Fund 900
Signature: Paul J. Tate
Address: 1751 West Minnesota Street
Indianapolis, IN 46221
Phone: 317/634-5561
Email: ptate@riethriley.com



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 Rundell Ernstberger Associates (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 Seventy Nine Thousand Dollars (\$79,000.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 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:

Rundell Ernstberger Associates
618 Market Street
Indianapolis, IN 46202
ATTENTION: Kevin Osburn

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)

Rundell Ernstberger Associates
Engineering - 2016
Appropriation # 2016 COIT Bond; P.O. # 33689
Contract Not To Exceed \$79,000.00

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

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

Rundell Ernstberger Associates

BY:

BY:

James Brainard, Presiding Officer
Date: _____



Authorized Signature

Mary Ann Burke, Member
Date: _____

Printed Name: CARL KINCAID

Title: VICE PRESIDENT

FID/TIN: _____

Lori S. Watson, Member
Date: _____

Last Four of SSN if Sole Proprietor: _____

Date: 4/13/16

ATTEST:

Christine S. Pauley, Clerk-Treasurer
Date: _____

5. REA will prepare Schematic Design documents for each RAB in order to determine the level of improvements and finish as well as a preliminary construction cost opinion. Upon approval of Schematic Design, REA will prepare a contract amendment to include fees for Design Development, Construction Documents, Bidding, and Construction Administration services.
6. The project construction budget will be determined through the design process but is currently anticipated to be in the \$2 to \$2.5 million range.
7. REA will utilize base plan drawings to be provided by the City of Carmel in the preparation of our drawings.
8. REA will prepare one bid package for all of the roundabouts in accordance with City of Carmel standards and guidelines.
9. We anticipate completion of the work for a summer 2016 bid letting, pending City reviews and approvals. It is understood that completion of the construction work will likely extend into Spring 2017 or, in the case of the 116th and Hazel Dell Parkway RAB, Fall of 2017.

SCOPE OF WORK:

Based on the above understanding, we propose the following scope of work:

1. **Project Initiation Meeting:** REA will conduct a project kick-off meeting with the City to review the scope of services and project schedule, establish communication protocol, ensure a clear understanding of the desired outcomes for the project, review the project goals, gather past plans and relevant project data, and discuss initial design considerations and ideas.
2. **Evaluation of Existing Conditions & Current Plans:** Working from AutoCAD files provided by the City, REA will review the current plans in detail and visit each project site in order to understand existing conditions and evaluate opportunities and constraints for potential enhancements.
3. **Schematic Design:** REA will develop preliminary plans showing the extent of both hardscape and softscape enhancements. Schematic design documents will consist of development of up to two (2) preliminary concepts for each RAB; REA will review the concepts with the City to determine the preferred concept, then prepare the final Schematic Design documents consisting of plans, sections, elevations, and a preliminary cost opinion for each RAB. We anticipate a total of (2) review meetings for the schematic design phase.
4. **Construction Documents:** Upon approval of schematic design, project construction budget, and fees, REA will proceed with the preparation of final construction plans, consist of planting plans, irrigation plans and details, lighting plans and details, wall details, planting details and schedules, and technical specifications. Updated construction cost opinions based on the final plans will also be prepared. We anticipate a total of (2) review meetings with the City for this phase of work at 50% completion and 90% completion. Upon review and approval of 90% complete

EXHIBIT

A
2 of 5

documents, REA will prepare final plans, details, pay items, quantities, estimate, and technical specifications required for bidding.

5. **Bidding:** REA will provide services during the bidding process to issue clarifications and answer questions pertaining to REA's work. All responses to bidder's inquiries will be coordinated with the City and will be distributed to all bidders.
6. **Construction Administration:** In coordination with the City's full time inspection firm, REA will provide construction administration services for oversight of the RAB enhancement items of work during the construction period. This work will include attendance at the preconstruction meeting, interpretation/clarification of plans, review/approval of shop drawings and submittals, approval of plant material layout, and periodic field review of construction work. REA will also conduct a one-year warranty walk through of the project.

COMPENSATION:

Based on the above scope of work described above, REA proposes the following fees:

Part 1 –Schematic Design: REA will complete this phase of work for a lump sum fee of \$79,000.00, to be invoiced on a monthly, percentage complete basis, in accordance with the following:

Schematic Design	\$78,750.00
Expenses	\$250.00

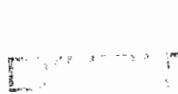
Part 2 –Construction Documents, Bidding, Construction Administration: Fees for these phases of work, will be determined upon completion of Schematic Design and determination of project scope, level of finish, and construction budget. REA will prepare a contract amendment upon approval of these fees by the City of Carmel.

- Services will be billed monthly on a lump sum, percentage complete basis, plus reimbursable expenses. Fees will not be exceeded without prior written approval from the City of Carmel.
- Reimbursable expenses will be invoiced according to the attached schedule.

ADDITIONAL SERVICES:

The following additional services are not included in the above scope of work and fees for this project. If required, these services shall be provided if authorized through an approved amendment of this agreement by the Owner. Additional services will be billed at our standard hourly rates (see attached schedule) or on a negotiated fee basis.

- Preparation of topographic surveys
- Preparation of potholing or other utility investigations
- Design of underground or aboveground storage as a stormwater quantity control measure
- Preparation of utility relocation plans required due to conflicts between existing utility infrastructure and proposed site infrastructure
- Preparation or coordination of utility coordination agreements



 A

 3 of 5

- Environmental study or documentation, including but not limited to, Categorical Exclusion Documents, Environmental Site Assessments, Section 106, 800.11 (f) documentation, drafting of Memorandum of Agreement, Phase 1c, Phase II, Phase III archaeological investigations, sampling, and consulting party meetings.
- Preparation of permitting or agency approvals
- Attendance at and performance of notification for public hearings
- Significant additions or deletions to the stated project scope of work
- Changes to the project design, documents, or scope of work after receipt of owner approval for each stage of design
- Owner-initiated changes in the scope of work after commencement of construction documents or during the construction period
- Extensive delays in the project timeline due to conditions beyond the control of REA
- Preparation of record or as-built drawings
- Construction phase services beyond those specified herein

Jeremy, if the terms of this proposal are agreeable to you, your signature below will constitute a satisfactory form of agreement between Rundell Ernstberger Associates, Inc. and the City of Carmel. Please return one (1) original copy to this office. Should you elect to utilize a different form of agreement, please attach a copy of this letter as an exhibit.

Please contact me with any questions or concerns regarding this proposal. We appreciate the opportunity to provide you with this proposal and are excited about the opportunity to continue our partnership with the City of Carmel!

Sincerely,



Kevin Osburn, PLA, ASLA
Principal

attachment: REA Standard Fee and Reimbursement Schedule

Accepted: CITY OF CARMEL

By: _____

Date: _____

EXHIBIT A
4 of 5



STANDARD FEE AND REIMBURSEMENT SCHEDULE

Indianapolis IN | Louisville KY

Effective January 2016

Rates indicated are subject to semi-annual review and revision

PROFESSIONAL AND TECHNICAL STAFF

Principal LA	\$205.00/hour
Planner I	\$190.00/hour
Civil Engineer I	\$150.00/hour
Associate LA	\$145.00/hour
Professional Staff (Registered LA)	\$125.00/hour
Planner II	\$120.00/hour
Technical Staff (Graduate LA/Planner)	\$100.00/hour
Administrative	\$75.00/hour

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

REIMBURSABLE EXPENSES

Mileage	Standard mileage rate
Travel, Lodging, and Meals	Cost
Telephone, Telex, Telecopy, Faxes, etc.	Cost
Postage, Handling, etc.	Cost
Copies	
Black & White (8 1/2 x 11)	\$0.05/copy
Black & White (11 x 17)	\$0.10/copy
Color In-House Printer	
8 1/2 x 11 Inkjet	\$1.00
8 1/2 x 11 Presentation	\$1.50
8 1/2 x 11 Photo Paper	\$2.50
11 x 17 Inkjet	\$2.00
11 x 17 Presentation Paper	\$2.75
11 x 17 Photo Paper	\$3.50
CD Copies	\$5.00
Plots	
Black & White In-House Plots	
Bond	\$1.00 SF
Vellum	\$1.50 SF
Mylar	\$1.75 SF
Color In-House Plots	
Heavy bond	\$4.00 SF
Semi-Gloss	\$5.00 SF
High-Gloss	\$6.00 SF
Materials	Cost + 5%
Equipment Rental	Cost + 5%
Subcontract Services	Cost + 5%

INVOICES

Invoicing and payment schedule are detailed in the contract. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1.5% (18% annually) until paid.

EXHIBIT *A*
5 of 5

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

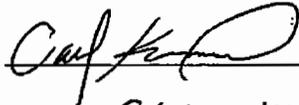
EXHIBIT D

AFFIDAVIT

CARL KINCAID, 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 Rundell Ernstberger Associates (the "Employer") in the position of Owner.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. 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 13 day of April, 2016.


Printed: CARL KINCAID

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: CARL KINCAID



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 USI Consultants, Inc. (hereinafter "Professional").

RECITALS

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

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

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

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

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. SCOPE OF SERVICES

- 2.1 City desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference. 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 and the 2016 Storm Water Bond funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4. PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5. COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than One Hundred Forty Four Thousand Five Hundred Fifty Dollars (\$144,550.00) (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
Corporation Counsel
One Civic Square
Carmel, Indiana 46032

PROFESSIONAL:

USI Consultants
8415 East 56th Street, Suite A
Indianapolis, IN 46216
ATTENTION: Ross E. Snider, PE

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)

USI Consultants, Inc.
Engineering - 2016
Appropriation # 2016 COIT Bond and the 2016 Storm Water Bond, P.O. # 33686
Contract Not To Exceed \$144,550.00

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

USI Consultants, Inc.

BY:

BY:

James Brainard, Presiding Officer
Date: _____

Ross E. Snider

Authorized Signature

Mary Ann Burke, Member
Date: _____

Printed Name: ROSS E. SNIDER

Title: PRESIDENT

Lori S. Watson, Member
Date: _____

FID/TIN: 35-1372928

Last Four of SSN if Sole Proprietor: _____

Date: 4/13/2016

ATTEST:

Christine S. Pauley, Clerk-Treasurer
Date: _____

R/W Engineering Complete	45 days after completion of Preliminary Plans (September 02, 2016)
Pre-Final Plans (90%)	45 days after review of Preliminary Plans (January 15, 2017)
Final Plans and Bid documents	30 days after Owner approval of Pre-Final Plans (March 1, 2017)

Proposed fees for this project are as follows are as shown on the next page:

Preliminary Engineering:

Item	Fee Type	Proposed Fee
Design Survey	Lump Sum	\$22,300.00
Geotechnical Engineering	Unit Price, NTE	\$6,000.00
Design	Lump Sum	
- Path Design		\$45,500.00
- Culvert #6		\$8,000.00
- Culvert # 138		\$8,000.00
- Culvert #17 Widening Analysis and Safety Improvements		<u>\$19,000.00</u>
Design Total		\$80,500.00
Waters Report	Lump Sum	\$3,500.00
Total Preliminary Engineering (PE):		\$112,300.00

Right-of-Way Engineering (based on an estimated 14 parcels:

Item	Proposed Fee per Parcel	Total
Research (20-year title search)	Residential (13@ 350) Municipal (1 @ 400)	\$4,550.00 \$400.00
R/W legal descriptions and parcel plats (Exhibits "A" & "B")	\$1,600.00	\$22,400.00
R/W Staking *	\$350.00	\$4,900.00
Total R/W Engineering:		\$32,250.00

EXHIBIT A
2 of 3

Grand Total Not-to-Exceed for PE & R/W Engineering:	\$144,550.00
--	---------------------

**The proposed R/W Staking is based on a one-time staking of the proposed right-of-way for the entire project.*

Culvert Number 17, the existing timber structure, is in good condition but is narrow. The northbound lane is of particular concern. Two lanes of traffic (a thru-traffic lane and a turn lane) transition to one travel lane, and then the remaining travel lane quickly shifts to the west, just south of the bridge. Given that the bridge is already narrow, this creates a potentially hazardous condition at the corner of the bridge. To help make the transition smoother and to provide more space for the drivers to react, the culvert could be widened to the east.

Included in our project fees, USI will perform a life-cycle cost of a replacing the culvert versus widening the culvert. We will inspect the existing timber structure to determine how much life we think it has remaining (as technical representatives for American Timber Bridge [*American Timber Bridge*], we have a good understanding of how long a timber bridge will last), perform a quick hydraulic analysis of the site to see if there are any issues (I would be surprised if we find any issues), prepare project cost estimates for replacing the structure versus widening it, perform a life cycle cost of replacing the structure versus widening it, and prepare a short memo summarizing the life cycle cost analysis.

Thank you for this opportunity. USI is looking forward to working with you on this project. Please contact me if you have any questions on this fee proposal.

Sincerely,

USI CONSULTANTS, INC.



Greg R. Wendling, P.E.
Chief Transportation Engineer

cc: Shari Hinds, USI

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: _____

			<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

Ross E. SNIDER, 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 USI CONSULTANTS, 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 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 13 day of APRIL, 2016.

Ross E. Snider
Printed: ROSS E. SNIDER

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.

Ross E. Snider
Printed: ROSS E. SNIDER



Company ID Number: 435114

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 **USI Consultants, Inc.**

Terri Trester

Name (Please Type or Print)

Title

Electronically Signed

Signature

07/27/2011

Date

Terri Trester

APRIL 13, 2016

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

07/27/2011

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **USI Consultants, Inc.**

Company Facility Address: **8415 E. 56TH Street**

Suite A

Indianapolis, IN 46216

Company Alternate Address:

County or Parish: **MARION**

Employer Identification Number: **351372928**

Company ID Number: 435114

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 **USI Consultants, Inc.**

Terri Trester

Name (Please Type or Print)

Title

Electronically Signed

07/27/2011

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

07/27/2011

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **USI Consultants, Inc.**

Company Facility Address: **8415 E. 56TH Street**

Suite A

Indianapolis, IN 46216

Company Alternate
Address:

County or Parish: **MARION**

Employer Identification
Number: **351372928**

Exhibit I
E-Verify Affidavit

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

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

(Contractor): USZ CONSULTANTS, INC.
By (Written Signature): Ross E. Snider
(Printed Name): Ross E. Snider
(Title): President

Important - Notary Signature and Seal Required in the Space Below

STATE OF INDIANA
SS:
COUNTY OF MARION

Subscribed and sworn to before me this 13TH day of APRIL, 2016.
My commission expires: 09/14/2022 (Signed) TERRI TRESTER
Residing in MARION County, State of INDIANA



TERRI TRESTER, Notary Public
Marion County, State of Indiana
My Commission Expires September 14, 2022



CITY OF CARMEL FIRE DEPARTMENT/PIKE TOWNSHIP FIRE DEPARTMENT MARION COUNTY

MUTUAL AID AGREEMENT

This agreement for Mutual Aid (the "Agreement") is hereby made and entered into pursuant to I.C. 36-1-7 etseq., by and between the Pike Township Fire Department, Marion County, Indiana ("PTFD"), and the Carmel Fire Department, Hamilton County, Indiana ("CFD"), for the purpose of providing optimum fire and medical services to each community and along and adjacent to their respective jurisdictional boundaries.

1. Definitions:

- a. "Incident Commander" shall mean the commander for the Local Department in charge of any particular scene of department response.
- b. "Local Department" shall mean the department having jurisdiction over an incident.
- c. "Major Emergency" shall mean a situation which requires the commitment of greater than ordinary amounts of supplies, equipment, and/or personnel.
- d. "Move-Up" shall mean the act of placing departmental personnel and/or equipment at a different fire station or location for the purpose of manning such station or location.
- e. "Primary Response Apparatus" shall mean apparatus responsive on the initial alarm and/or dispatch.
- f. "Secondary Department" shall mean the department that is providing assistance to the Local Department.
- g. "Service District" shall mean the jurisdictional area of the respective Departments.

2. MUTUAL AID – EMERGENCY ASSISTANCE

In the event of a Major Emergency or Event occurring within the PTFD or the CFD Service District the Fire Chief of the Local Department, or the on-scene Incident Commander may request the response of the closest available equipment and /or personnel of the Secondary Department to assist in bringing the emergency under control.

3. MUTUAL AID – MOVE – UP ASSISTANCE

In the event of a Major Emergency within either Service District which requires the extended commitment of the Local Department's equipment and personnel to the degree that the ability of the Local Department to render emergency and medical services in other areas of its Service District are severely impaired, the Incident Commander may request the response of the closest available Secondary Department's equipment and personnel to Move –Up to a Local Department station or location.

4. MUTUAL AID – EMERGENCY MEDICAL SERVICES

In the event of a medical emergency within either Service District at a time when the Local Department's primary response apparatus is unavailable, the Local Department may request the response of the closest available Secondary Department Transporting or Non-Transporting BLS/ALS apparatus. The transporting department shall maintain sole responsibility for patient billing.

5. MUTUAL AID – SPECIAL TATICS AND RESCUE

In the event of an emergency incident in either Service District involving hazardous materials, heavy extrication, water supply, wildland fire suppression, support lighting and / or air cascade, the Local Department may request the assistance of the Secondary Department's personnel and specialized equipment. In such case, CFD and PTFD both agree the Secondary Department may bill the property owner and / or responsible person or company for materials used and services rendered.

6. INCIDENT COMMAND AND CONTROL

6.1 The Local Department maintains ultimate responsibility for overall incident command, safety, and accountability.

6.2 All responding personnel shall comply with the Incident Commander's directives, regardless of Department affiliation.

- 6.3 Personnel affiliated with the Secondary Department shall have the same powers and duties as corresponding personnel employed by the Local Department, and shall be subject to all provisions of law as if they were providing services within their own Service District.
- 6.4 The Secondary Department remains responsible for their medical expenses, workers' compensation and for and any salaries and / or benefits of its personnel. In addition, PTFD shall be responsible for providing to its personnel all benefits provided by I.C. 36-8-12, et seq.,
- 6.5 The Incident Commander of the Local Department has responsibility for safety and accountability of all personnel operating on the incident. Each Department has reviewed all safety, accountability and evacuation procedures and all personnel have been trained on such procedures prior to the execution of this Agreement.
- 6.6 Training shall be furnished on a quarterly basis by each department with regard to the areas described in paragraph 6.5 above, which include, but are not limited to, fireground safety, accountability, evacuation procedures and all personnel have been trained on such procedures prior to the execution of this Agreement.
- 6.7 The parties agree to make every reasonable effort to return the Secondary Department's apparatus to run-ready status as soon as possible.

7. FIRE CAUSE INVESTIGATION

- 7.1 The Local Department maintains ultimate responsibility for fire cause and origin investigation within their Service District.

8. RESPONSE OBLIGATION

- 8.1 Neither Department shall be obligated to respond as described I this Agreement if to do so would endanger the citizens of its Service District or impair the ability of such Department to render emergency fire and medical services within its Service District.

9. FINANCIAL OBLIGATION

- 9.1 Pike Township, Marion County and the City of Carmel agree that the services described in this Agreement shall be provided to one another without cost, and that no additional staffing shall be required nor monies received or disbursed by joint undertaking entered into herein.
- 9.2 Each Department remains financially responsible for any of its equipment or apparatus that may be lost, stolen or damaged and for medical expenses incurred by its personnel, regardless of the Service District in which the loss occurs.
- 9.3 No real personal property may be acquired held or disposed of by the joint undertaking entered into herein except as mutually agreed by the parties hereto or as expressly set forth herein. Upon termination of this Agreement, the parties shall mutually agree as to disposal of such property, if any, as may have been acquired and / or held by the joint undertaking entered into herein.
- 9.4 Each Department remains financially independent and the joint undertaking herein shall not require a budget and/or financial records separate from those of each party.

10. INDEMNIFICATION

- 10.1 Pike Township Marion, County and the Pike Township Fire Department agree to indemnify and hold harmless the City of Carmel, and the Carmel Fire Department and their officers, agents and employees from and against any and all claims or threats of claims, losses, liabilities, judgments and /or liens arising out of negligence of Pike Township Marion County, and the Pike Township Fire Department and their officers, agents and/or employees in connection with this Agreement. Such indemnity shall include attorney fees and all costs or other expenses arising therefrom or incurred in connection with.

10.2 The City of Carmel and the Carmel Fire Department agree to indemnify and hold harmless Pike Township, Marion County and the Pike Township Fire Department and their officers, agents and employees from and against any and all claims or threats of claims, losses, liabilities, judgments and /or liens arising out of negligence of the City of Carmel and the Carmel Fire Department and their officers, agents and/or employees in connection with this Agreement. Such indemnity shall include attorney fees and all costs or other expenses arising therefrom or incurred in connection with.

11. ADMINISTRATION

11.1 This Agreement shall be administered by a joint board composed of the Pike Township Fire Chief and the Carmel Fire Chief (the "Board").

11.2 The Board shall meet at the request of either party to this Agreement.

12. EFFECT

12.1 This Agreement modifies and supersedes and all other mutual aid/dual response agreements between the Pike Township Fire Department and the Carmel Fire Department.

13. MODIFICATION AND TERMINATION

13.1 This Agreement shall remain in full force and effect until modified or terminated.

13.2 This Agreement may be modified and /or terminated upon mutual consent of the parties hereto or upon thirty (30) days written notice by either party to the other party.

14. APPROVAL

This Agreement shall be in force and effect upon its passage and signing by the parties below and the passage and signing of an approval resolution by the Common Council of the City of Carmel, whichever event occurs last.

City of Carmel Fire Department by and
through its Board of Public Works and Safety:

By: _____

James Brainard, Mayor

Date: _____

By: _____

Lori Watson, Member

Date: _____

By: _____

Mary Ann Burke Member

Date: _____

ATTEST:

Christine Pauley, Clerk-Treasurer

By: _____

Carmel Fire Department Fire Chief

By: Lula M Batts

Pike Township Trustee

Date: 2/24/2016

By: [Signature]

Pike Township Fire Department

Fire Chief

Date: 2/24/2016



CLAPP FERRUCCI
ATTORNEYS AT LAW

9795 Crosspoint Blvd.
Suite 175
Indianapolis, IN 46256
P: 317.578.9966
F: 317.578.9967

www.seanmclapp.com
Sean M. Clapp, LLC d/b/a Clapp Ferrucci

Sean M. Clapp, Attorney at Law
sean@seanmclapp.com

March 30, 2016

VIA ELECTRONIC MAIL ONLY

City of Carmel
c/o Douglas C. Haney, City Attorney
dhaney@carmel.in.gov

Re: Representation by Clapp Ferrucci/Eminent Domain Matters

Dear Doug:

Thank you for asking us to serve as legal counsel for the City of Carmel. We are pleased that we will have an opportunity to work with you.

It is our general practice to write a letter to new clients describing the basis upon which fees and costs are billed. While we may have already discussed this, and we may have already commenced work on the matter, we send this letter to confirm with you in writing before too much time passes, how, when and upon what basis we will bill for services rendered and costs incurred.

Like most lawyers, we generally bill by the hour. The fees for our lawyers and paralegal involved in performing services are billed at the rates in effect at the time the work is performed and may, after consultation, include adjustments for novelty, complexity, extraordinary time demands, written opinions and the like. We reserve the right to raise our hourly rates upon giving you prior written notice. Our hourly rate for these eminent domain matters is \$265.00.

We will bill you monthly. You will pay the amount of invoice within 30 days of the date of the invoice. If you fail to make the payment within 30 days, we will begin charging interest as of the 31st day at twelve percent (12%) per annum and notify you of your delinquency. When we notify you, you will have ten days to become current. If you do not become current after receiving our notice, we reserve the right to withdraw from your representation. We do accept American Express, Diners Club, Discover, Mastercard and Visa to provide you with payment options.

Unlike most law firms, we generally do not bill for routine office expenses such as copies, long distance charges, faxes, or electronic research. We do, however, bill for postage and certified mail expenses in excess of \$3.00 per day. We also bill for out-of-pocket costs and

expenses incurred in my representation like secretarial overtime, messenger service, overnight mail, travel expenses, mileage reimbursement, and parking reimbursement, if necessary. Bills for major expenses, such as deposition appearance fees or transcript costs may be sent directly to you for payment. All such costs and expenses are to be borne by the City of Carmel, and I will submit monthly statements for my fees and costs advanced on your behalf.

Each monthly invoice that you receive will set forth in detail the legal services performed and costs incurred during the billing period. Subsequent statements and reminders do not contain that detail. Therefore, if you have any questions regarding a particular invoice, it is extremely helpful if you discuss it with me immediately. It becomes more difficult to track down problems if you wait several weeks.

We will also adhere to the Standard Terms and Conditions of Engagement of the City of Carmel ("City Terms"), as outlined in Exhibit A to this letter, and to the extent any terms of this letter differ from the City Terms, the City Terms shall govern and control.

If you have any questions regarding the nature of my representation or the basis upon which I will determine fees, please do not hesitate to call me at any time. On the other hand, if all is in order, I would appreciate your so noting by your executing a copy of this letter and returning it to me.

Finally, we will copy you on all correspondence, documents, filings, etc. received and/or sent on your behalf. Unless you advise us otherwise, all such documents will be sent to you via electronic mail.

I look forward to working with you on this matter and appreciate your looking to me for assistance.

Sincerely yours,



Sean M. Clapp

The foregoing terms are approved and accepted this 5 day of ~~March~~ ^{April}, 2016, by:

CITY OF CARMEL



By: Douglas C. Haney, City Attorney

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

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: _____

Exhibit A

Standard Terms and Conditions of Engagement of City of Carmel ("Client")

1. Fees and expenses will be billed monthly. Payment is due within thirty-five (35) days from the date that the Client receives the statement.
2. Any legal proceedings brought under or pursuant to this engagement agreement may be brought in Circuit or Superior Court of Hamilton County, Indiana.
3. Clapp Ferrucci's right to terminate this engagement is subject to its obligations under the Indiana Rules of Professional Conduct.
4. The Client will not be charged for messenger, courier or express deliver charges when reasonable time management would allow service by regular U.S. Mail or by electronic means.
5. The Client will not be charged over \$0.10 per page for B/W copies or over \$0.20 per page for color photocopies.
6. The Client will not be charged more than \$0.54 per mile for travel expenses nor more than \$15.00 per day for meal expenses.
7. The Client will not be charged for facsimile transmissions except for the actual cost of long distance transmissions that originate from Clapp Ferrucci.
8. The Client will be charged only for the actual cost of binders and other office supplies not normally included in our hourly rate.
9. The Client will not be charged for staff overtime.
10. The Client will be charged only for the time of the person with the highest hourly rate when more than one lawyer or staff person is involved in an intra-office communication or a teleconference.
11. The Client will not be charged for the time taken by more than one employee to review a court order, to calendar a hearing or otherwise relevant date or to review a legal document or research a memo.
12. The Client will not be charged for the attendance of more than one attorney at meetings or hearings, except that two attorneys may represent the Client at trial or Court hearing.
13. The Client will only pay for the actual cost of computer research.

AMENDED AND RESTATED FIRST LEASE AMENDMENT



THIS AMENDED AND RESTATED FIRST LEASE AMENDMENT (this "Amended and Restated First Amendment") is made and entered as of _____, 2016, between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("Landlord") and T-Mobile Central LLC as successor-in-interest to Omnipoint Communications Midwest Operations LLC, ("Tenant").

Recitals of Fact and Purpose:

A. Landlord and Tenant executed a Lease dated as of April 19, 2000 and a First Amendment dated October 16, 2013 (the "Original First Amendment") (collectively the "Lease"), pursuant to which Landlord leased to Tenant certain premises consisting of approximately one hundred (100) square feet of ground space on the Land as well as space on the Tower at the height of 220 feet above ground level, all as more particularly described in the Lease (the "Premises").

B. The parties desire to amend and restate the Original First Amendment to update the description of additional equipment that the Tenant plans to install at the Premises and confirm certain other changes in the terms of the Lease.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree to amend and restate the Original First Amendment in its entirety as follows:

1. Recitals and Capitalized Terms. The foregoing recitals are herein incorporated as though are set forth in their entirety. Capitalized terms used but not specifically defined in this Amendment shall have the meanings ascribed to them in the Lease, unless a different meaning is clearly required by the context hereof.

2. Additional Improvements. Tenant will install certain additional equipment on the Premises as described in Exhibit A attached hereto and incorporated herein (the "Additional Improvements"). Tenant hereby represents and warrants that (i) the Additional Improvements are all located within the Premises; (ii) the installation of the Additional Improvements shall be done in a good and workmanlike manner; (iii) as further described in Section 6 of this Amendment, Tenant shall provide advance written notice to Landlord of the installation of the Additional Improvements, including an installation schedule; (iv) Tenant shall obtain all necessary consents, approvals and permits for the installation of the Additional Improvements; (v) Tenant shall immediately repair any damage to the Premises, the Land and any other property of Landlord, damaged as a result of the installation of the Additional Improvements to the condition which existed prior to such damage; (vi) the Additional Improvements do not expand Tenant's operations at the Premises; and (vii) the installation of the Additional Improvements shall be in accordance with the terms of the Lease. The Additional Improvements shall be part of the Installation for purposes of the Lease and this Amendment.

3. Monon Trail. Landlord has constructed a linear park and recreational trail (the "Trail") which is adjacent to the Land, but is not part of the Land. Tenant understands and recognizes that the Trail is open to the public and that Tenant has no right to use, or interfere with access to, the Trail as part of the installation of the Additional Improvements.

4. Maintenance of Additional Improvements. Tenant shall be responsible for the operation, maintenance and repair of the Additional Improvements as further provided in Section 10 of the Lease.

5. Relocation. Notwithstanding anything to the contrary contained herein or in the Lease, Tenant acknowledges that the Premises are in an area in which significant redevelopment activity has occurred and continues to occur. In the event the Premises and/or the Land become the subject of redevelopment activities, Tenant shall, upon ninety (90) days written notice from Landlord, relocate all of Tenant's equipment, including but not limited to, the Additional Improvements, at Tenant's sole cost and expense to an area reasonably acceptable to Landlord and Tenant. Upon such relocation, this Lease shall terminate and Landlord shall grant Tenant a new Lease on the same terms and conditions as contained herein, so long as the new location is situated on Landlord's property. If the new location is not on Landlord's property, Landlord shall use reasonable efforts to assist Tenant in obtaining a new lease.

6. Notice by Tenant of Activities Within The Premises or the Land. Tenant shall provide five (5) business days advance written notice to the Director of Information and Communication Systems, Three Civic Square, Carmel, In 46032, (317) 571-2567, the Office of the Mayor, City Hall, One Civic Square, Carmel, IN 46032, (317) 571-2401, and the Director of Utilities, 30 West Main Street, Suite 200, Carmel, IN 46032, (317) 571-2443, prior to entering on the Premises or the Land to conduct any activities on the Premises or the Land in connection with Tenant's exercise of its rights under this Amendment or the Lease, including but not limited to, Tenant's installation, use, operation and repair of the Installation and/or the Additional Improvements. Such notice shall include a description of the type and location of the activities and an anticipated timeframe for completion of such activities. Tenant shall coordinate and time such activities with Landlord in order to minimize any interference with the use of the Premises and the Land. In the event of bona fide unscheduled and unforeseen emergency repairs, Tenant shall provide as much notice as possible to Landlord, by contacting telephonically and by facsimile transmission to the Director of Information and Communication Systems, Three Civic Square, Carmel, In 46032, (317) 571-2567, the Director of Utilities, 30 West Main Street, Suite 200, Carmel, IN 46032, (317) 571-2443 and the Chief of Police at Carmel Police Headquarters at 3 Civic Square, Carmel, IN 46032 (317) 571-2500.

7. Indemnification and Insurance. In addition to indemnity provided in Section 17 of the Lease, Tenant shall indemnify, defend and hold harmless Landlord, its officers, officials, employees, attorneys and agents, from and against any loss, damages, injuries or liability, arising directly or indirectly, in whole or part, from Tenant's exercise of its rights under this Amendment. In addition to the insurance required by Section 17 of the Lease, Tenant shall

maintain adequate public liability and property damage insurance covering Tenant's installation of the Additional Improvements. At Landlord's request, Tenant shall provide satisfactory evidence of such insurance to Landlord.

8. Authority. The person executing this Amended and Restated First Amendment on behalf of Tenant hereby represents that he has the authority to bind Tenant to the terms and conditions set forth herein and that all necessary action therefore has been taken.

9. Execution and Delivery; Enforceability. This Amended and Restated First Amendment has been duly executed and validly delivered by Tenant and constitutes the legal, valid, and binding obligations of the Tenant, enforceable against Tenant in accordance with its terms.

10. Limited Effect of Amendment. Except to the extent expressly amended by this Amended and Restated First Amendment (in which case the terms hereof shall prevail), the various terms and provisions of the Lease shall remain in full force and effect.

* * * * *

[End of text of Amended and Restated First Amendment – signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Amended and Restated First Amendment on the date and year first written above.

LANDLORD:

THE CITY OF CARMEL

By and through its Board of Public Works and Safety

By: _____
James Brainard, Presiding Officer

Date: _____

By: _____
Mary Ann Burke, Member

Date: _____

By: _____
Lori Watson, Member

Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

TENANT:

T-MOBILE CENTRAL LLC,
a limited liability corporation

By: _____
Michael Bloom

Name: _____ Michael Bloom 3/31/16

Title: _____ Market Manager

Site ID: MW07147A

RF Engineer: Jason Baerthel

Date: 9/29/2015

Technology	Start	Stop	RECEIVE
GSM	1940	1945	1885
U1900	1865	1975	1895
U2100	2135	2145	1745
L2100	698	704	734

Only tower mounted equipment should be listed in this table

EXISTING EQUIPMENT	PROPOSED EQUIPMENT			COMMENTS
	Qty	Model No	Technology	
Antenna #1: APX180W-182WV5-A20	3	Remove 3	50, 180 300 GSM U1800 L2100, L700	700E_G15G_4Lines_No_L2100
Antenna #2:				NSN's naming convention is 700E_G45G
Antenna #3:				Confirmed with Mike, we will be attempting to lower our equipment from 225 feet down to 152 feet.
Antenna #4:				
Antenna #5:				
Antenna #6:				Old Azimuths were 60, 180, 300.
Line #1:	12	Keep 12		Current height is 225 but needs to be lowered
Line #2:				
Line #3:				
TMA #1:				AT&T is around 195 feet
TMA #2:				Dish is around 175 feet
Diplexer #1:				Dish is around 165 feet
Diplexer #2:				Spot is around 135 feet
RRU #1:				Watermark is roughly 150 feet
RRU #2:				
RRU #3:				
RRU #4:				
RRU #5:				
COVP #1:				
COVP #2:				
COVP #3:				

Mobile
6215 MORENO TRAIL
INDIANAPOLIS, IN 46268
OFFICE: 317-347-7031
FAX: 317-347-7018

APPROVALS
T-MOBILE _____
LANDLORD _____
LEASING _____
R.F. _____
ZONING _____
CONSTRUCTION _____

OTHER SITE ID: NONE
PROJECT NO: 97-7098

DRAWN BY: R.E.N.
CHECKED BY: M.A.K.

DATE	REVISIONS
10/12/15	SOCK REVIEW
11/06/15	NEW RFD'S
11/26/15	SHS

FIRST GROUP ENGINEERING INC.
CONSULTING ENGINEERS
DENNIS W. COBB, P.E.
INDIANAPOLIS, INDIANA 46209
P.O. BOX 147
TEL (317) 890-0949
FAX (317) 890-0940
MW07147A
OLD CARMEL
CITY CARMEL
SELF SUPPORT TOWER
211 SECOND STREET S.W.
CARMEL, IN 46032

RFDS SCOPE
RFDS SCOPE

RF-2



Dennis W. Cobb



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 Artistic Holiday Designs 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 43-593.00 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 Five Thousand Nine Hundred Eighty Three Dollars and Ninety Five Cents (\$85,983.95) (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: Artistic Holiday Designs
 2030 Parkes Drive
 Broadview, Illinois 60155
 ATTENTION: Derek Norwood

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.

Artistic Holiday Designs
Community Relations Department - 2016
Appropriation #43-593.00, I.C. #33618
Contract Not To Exceed \$85,983.95

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

CITY OF CARMEL, INDIANA

Artistic Holiday Designs

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. Paulcy, Clerk-Treasurer

Date: _____



Authorized Signature

Keith Norwood

Printed Name

President

Title

FID/TIN: 474074306

Last Four of SSN if Sole Proprietor: 7637

Date: 2/14/16



Artistic Holiday Designs	Invoice No.:	100234
	Invoice Date:	3/3/2016
Seller Address: 2030 Parkes Drive Broadview, IL 60155 708-223-8506 www.ArtisticHolidayDesigns.com Derek Norwood derekn@ArtisticHolidayDesigns.com	Contact:	Nancy S. Heck City of Carmel One Civic Square Carmel, IN 46032
	Buyer Address:	
	Phone:	(317) 571-2494
	E-mail:	Nheck@carmel.in.gov
	Fax:	

Delivery Point: TBD Carmel, IN 46032 (317) 571-2494	Shipping Method:	Sea / TBD
	Shipping Terms:	FOB Delivery Point TBD TBD Carmel, IN 46032

Product Photo / Location	Reference #	Description	Ship Date	Quantity	Unit Price	Total Price
Palladium	201739	Diapason		1	32,976.00 \$	32,976.00
	180.032212	Plot Beton		6	220.00 \$	1,320.00
	320.080402	Projector 110v 7LED rgb 27 w		3	271.15 \$	813.45
	320.080598	Projector 110v 14 LED rgb 73 w		3	364.65 \$	1,093.95
	320.080598	Projector 110v 7 LED rgb 105w		3	514.25 \$	1,542.75
	320.080091	Projector 110v 37 RGBW LED 150w		3	738.65 \$	2,215.95
	340.080400	DMX controller board E-board 1024		1	364.65 \$	364.65
	380.080192	IP65 dmx signal cable 2.5M		7	7.48 \$	52.36
	380.080063	IP65 extended power supply 2,50m		7	18.70 \$	130.90
	290.600186	Boitier Tempo ABS 240 x 191 x 107		1	79.45 \$	79.45
	MEL.CABLAGEST	cable for programming		12	25.00 \$	300.00
	MEL.LUMBOX	presentation control box		1	450.00 \$	450.00
	201523	Sylma: h 6m x dia 11m (reflective mesh inc)		1	33,740.00 \$	33,740.00
	sp5797	Sylma: center only with reflective mesh		1	13,500.00 \$	13,500.00
	320.080091	Projector 110v 37 RGBW LED 150w		4	738.65 \$	2,954.60
	180.032212	concrete point for 201523		10	200.00 \$	2,000.00
	180.032212	concrete point for sp5797		4	200.00 \$	800.00

<p>this product will be produced and shipped by mid August for deliver in Mid September. We need to make sure</p> <p>install is complete by September 28th.</p> <p>Instllation instructions and conference support is provided with this cost.</p>	<p>Invoice Subtotal \$ 94,334.06</p> <p>Tax 0.00%</p> <p>Shipping TBD 5,800.00</p> <p>early order discount (15%) (14,150.11)</p> <p>TOTAL DUE \$ 85,983.95</p>
--	---

Sales Confirmation Good until July 10, 2015
This Sales Confirmation is subject to the General Terms and Conditions hereto attached.

Due upon acceptance	\$ 85,983.95

Payment Method:
Check/Bank Information

EXHIBIT A
10/5

General Terms and Conditions

1. Applicability.

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by the seller ("Seller") to the buyer ("Buyer"), both of whom are named on the Sales Confirmation, hereto attached. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying confirmation of sale (the "Sales Confirmation," hereto attached) and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location and address stated in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery when the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) business days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to twenty percent (20%) more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Illinois Uniform Commercial Code.

7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at the address indicated in the Sales Confirmation. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller and by the payment methods in accordance with the payment terms of the Sales Confirmation.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one and a half percent (1.5%) interest per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) business days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty.

(a) Seller warrants to Buyer that for a period of two (2) years from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to the specifications set forth in Seller's published specifications in effect as of the date of shipment under the corresponding Individual Transaction.]

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; [OR] (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) business days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.]

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11(d) and Section 11(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).

12. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

EXHIBIT A
2 of 5

(including recovery) on a contract, except the terms of the contract are to be used for the goods sold hereunder.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

13. Insurance. During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate/\$1,000,000.00 products with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms.

14. Installation. Buyer acknowledges and understands that Sales Confirmation and these terms only covers the purchase of the goods as stated in the Sales Confirmation. Seller makes no representation, warranty or promise to provide any installation services for the goods under these Terms, unless otherwise stated in a separate agreement, signed by both parties and hereto incorporated.

15. Electrical Product Certification. Buyer understands and acknowledges that all goods under these Terms will be certified by either the Canadian Standards Association (CSA) or the Underwriters Laboratories (UL), and Seller does not make any representation, warranties or guarantee as to which certification, CSA or UL, any good will have. Buyer further agrees and acknowledges that by submitting a Purchase Order it has accepted to receive goods with either certification.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. [Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.]

17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for five (5) business days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this order including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

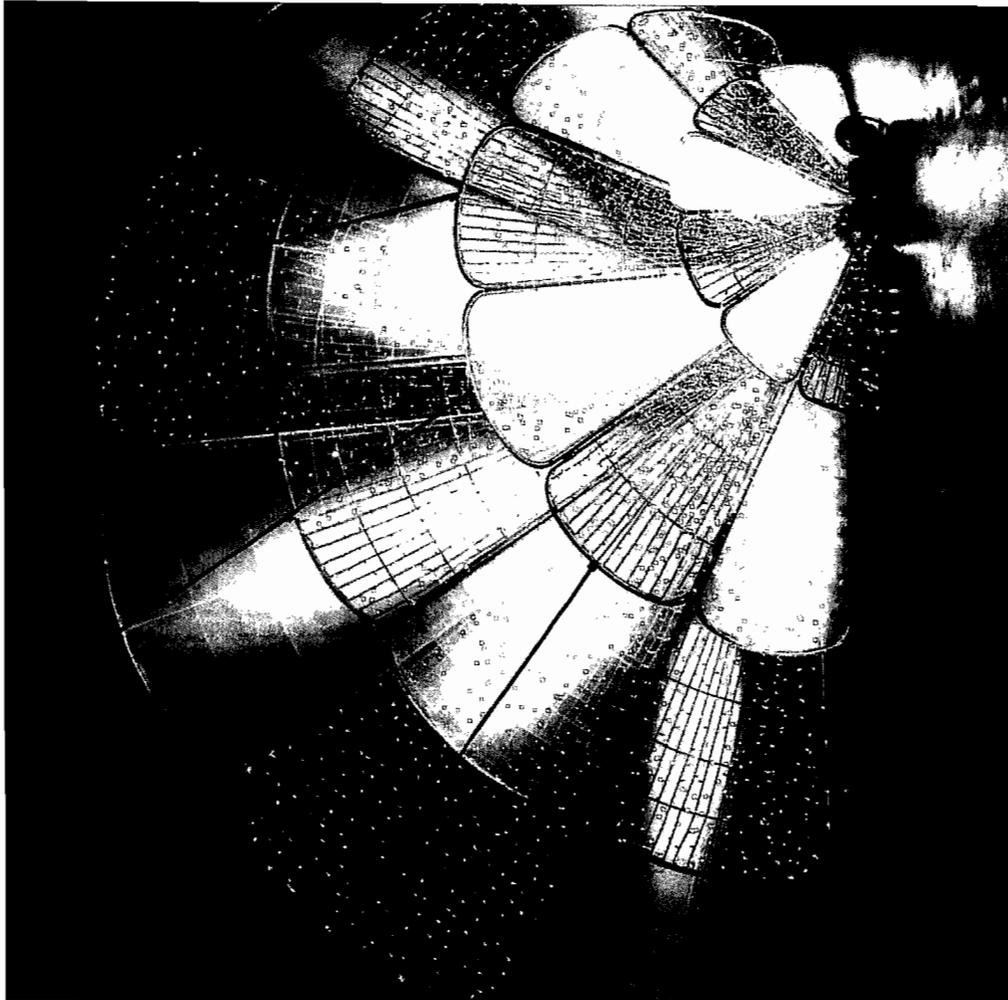
Date of acceptance:

Signature:

EXHIBIT A
3 of 5

Diapason

201739 - 201804

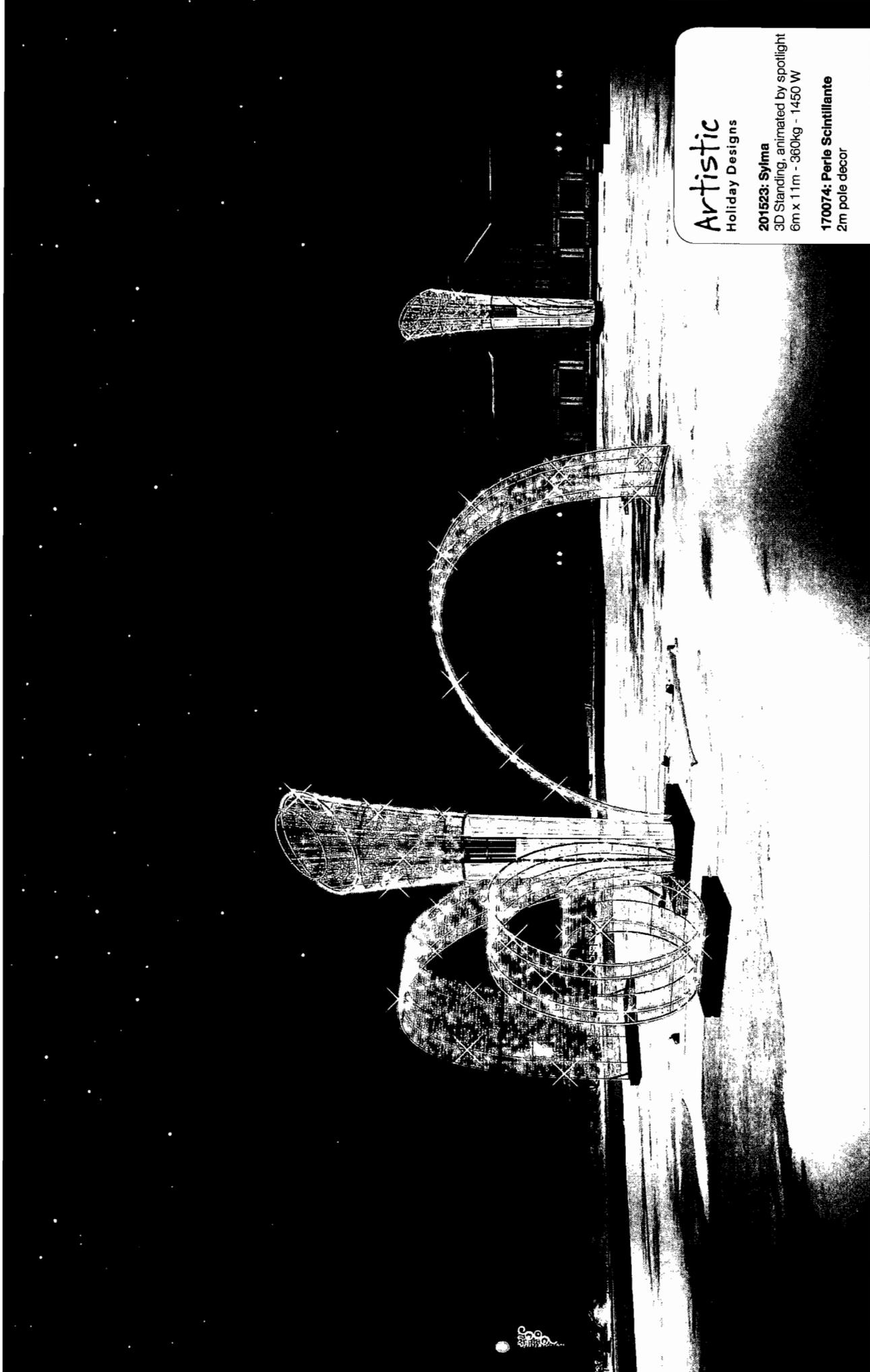


6-8 rue Michaelel Faraday 72027 Le Mans Cedex 2 - France



201739-201804.1

EXHIBIT A
4 of 5



Artistic
Holiday Designs

201523: Sylma
3D Standing, animated by spotlight
6m x 1m - 960kg - 1450 W

170074: Perle Scintillante
2m pole decor

Fountain- Sylma - pure white mini lights with warm white edges
Carmel Indiana



A
SofS

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

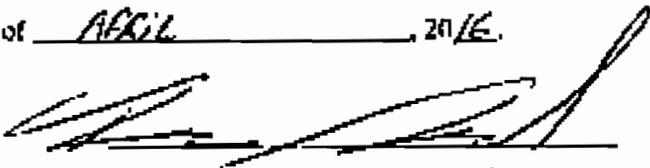
EXHIBIT D

AFFIDAVIT

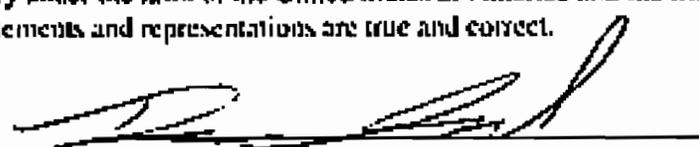
Derek Norwood being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

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 Patison Holiday Services, LLC (the "Employer") in the position of President/CEO.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. 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 4th day of April, 2016.


Printed: Derek Norwood

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: Derek Norwood



GROUPE
Leblanc
Maître en Lumières

LETTER OF REPRESENTATION

March 16th, 2016

I, the undersigned, Pascal Fouineau, Export Sales Manager of GROUPE LEBLANC located in Le Mans (France) hereby that GROUPE LEBLANC designs and manufactures specific products that are not available anywhere else. These products are unique and protected designs.

Artistic Holiday Design is the exclusive distributor for GROUPE LEBLANC in Carmel, Indiana , USA.

Pascal FOUINEAU

Export Sales Manager

GROUPE LEBLANC
6-8 rue Michel Faraday
72027 LE MANS Cedex 2
+33 61 43 61 - Fax 02 43 86 60 20
Siren 482 323 649

Company ID Number: 955972

Approved by:

Employer Artistic Holiday Design LLC	
Name (Please Type or Print) Derek Norwood	Title
Signature Electronically Signed	Date 03/17/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/18/2016

Company ID Number: 955972

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Artistic Holiday Design LLC
Company Facility Address	2030 Parkes Drive Broadview, IL 60155
Company Alternate Address	
County or Parish	COOK
Employer Identification Number	474074306
North American Industry Classification Systems Code	713
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 955972

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

ILLINOIS

1 site(s)

Company ID Number: 955972

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

Name Derek Norwood
Phone Number (708) 878 - 8535
Fax Number
Email Address derekn@artisticholidaydesigns.com

PERFORMANCE AGREEMENT



04-07-16A10:10 REV0

This Performance Agreement (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and Ingrid Rodriguez, an individual or entity authorized to do business in the State of Indiana and with offices located at _____ (the "Performer").

1. **Performance.** The Performer shall provide the following live entertainment: Ingrid Rodriguez Second Saturday Gallery Walk (the "Performance") on Saturday, April 9, 2016 (the "Performance Date"), from 5:00 P.M. to 8:00 P.M. at Carmel Arts & Design District, Carmel, Indiana (the "Venue"). The Performer shall provide all equipment necessary or desirable for the Performance, except that the City shall provide: table and chairs, electricity

2. **Payment.** The City shall pay to the Performer the sum of \$345 (the "Payment") on the Performance Date, which payment shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

3. **Non-Performance.** If the Performance is cancelled by the City, then the City shall pay to the Performer the full amount of the Payment sum as specified in Paragraph 2 hereinabove. If the Performance is not provided by the Performer as specified in Paragraph 1 hereinabove, the Performer shall pay to the City one-half of the Payment sum as specified in Paragraph 2 hereinabove.

4. **Sales.** Neither the City nor the Performer shall sell tickets or charge admission to the Performance. On the Performance Date, the Performer may, in conformance with the laws, rules, and regulations of the Venue, sell the Performer's merchandise at the Performance location, and the Performer shall retain all proceeds therefrom without contribution to the City.

5. **Relationship.** The Performer is not, and shall not be considered for any purpose to be, the employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer's agents, employees, or contractors at or regarding the Performance.

6. **License.** The Performer hereby grants to the City a license (the "License") to photograph, video record, or otherwise depict, in, on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, for use by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or and City-sponsored or City-related events. The License shall survive the termination of this Agreement.

7. **Indemnity.** The Performer hereby agrees to indemnify and hold harmless the City and the City's officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

8. **Assignment.** The Performer shall not assign this Agreement or any of its obligations hereunder.

9. **Copyright Permission.** The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performer's failure to obtain such permissions.

10. **Compliance with Law; Lawful Orders.** The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regards to or related to the Performance.

11. **Nondiscrimination.** The Performer represents and warrants that it and all of its officers, employees, agents and contractors shall comply with all laws of the United States, the State of Indiana and the City prohibiting discrimination against any employee, applicant for employment, or other person in the performance of the Performer's obligations under 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. Iran Certification. Pursuant to I.C. § 5-22-16.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. 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 Performer hereby certifies that, to the extent the Performer has any employees, the Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law, the City may terminate this Agreement in accordance with therewith.

14. 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 the same.

15. Miscellaneous. The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. 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. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

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

THE CITY OF CARMEL, INDIANA,
by and through its Board of Public Works
and Safety ("City")

("Performer")

By: *James Brainard*
James Brainard, Presiding Officer
Date: 4-7-2016

By: *Ingrid Rodriguez*
Authorized Signature

INGRID RODRIGUEZ
Printed Name

Mary Ann Burke, Member
Date: _____

SINGEL
Title

Lori S. Watson, Member
Date: _____

FID/TIN: _____

Last Four of SSN if Sole Proprietor: 4490

ATTEST:
Christine S. Pauley, Clerk-Treasurer
Date: _____

Date: 4-5-16

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2

Name (as shown on your income tax return) Ingrid Marie Rodriguez	
Business name/registered entity name, if different from above	
Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P, partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____
Address (number, street, and apt. or suite no.): 2040 Idlewood Dr.	Requester's name and address (optional)
City, state, and ZIP code: Indianapolis, IN 46240	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
3	1	5	-	9	2	-	4	4	9	0

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

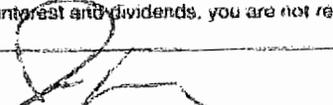
Employer identification number									
-	-	-	-	-	-	-	-	-	-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person:  Date: **4-6-16**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on irs.gov for information about Form W-9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you make to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partner's share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partner's share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Date

Performer Name
Performer Address

To Whom It May Concern

This is to certify that as a musician I work as a sole proprietor and have no employees.

Sincerely

A handwritten signature in black ink, consisting of a stylized initial 'R' followed by a long horizontal line.

Performer Name

RESOLUTION NO. BPW-04-20-16-02

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING RECEIPT OF PERFORMANCE AGREEMENT**

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

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

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

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2016.

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 Pauley, Clerk-Treasurer

Date: _____

CITY OF CARMEL FACILITY USE REQUEST FORM

Name/Organization: Carmel Mayor's Youth Council

Point of Contact: Neil Shah

Address: 13360 Sioux Trail

City, State, Zip: Carmel, IN 46033

Home Phone: (317) 846-7418 Cell Phone: (317) 999-5999

Email Address: nshah1998@hotmail.com Fax Number () _____

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

Day and Date Requested: Saturday, April 30th

Time Requested: 7 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 _____

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

Special Requests: Electricity _____ Fountain Restroom Other _____

Purpose: Community Zumba Event 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: _____

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 6th day of April, 2016.

Mayor's Office

CITY OF CARMEL
FACILITY USE REQUEST FORM

Nancy Heck 11/1/16
Lt. Jeff Horner OK-JH-4-13-16
Adam Harrington OK-AH-4-13-16
Tiffany Boone - OK for 2016

Name/Organization: Vision Event Management - Run (317)

Point of Contact: Chad Antkoff

Address: 16851 Southpark Dr Ste 100

City, State, Zip: Westfield IN 46074

Home Phone: () _____ Cell Phone: (317) 333-1092

Email Address: chad@visioneventmanagement.com Fax Number (317) 245-2343

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

Day and Date Requested: Sept 1, 2016

Time Requested: 5 a.m./p.m. to: 9 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 _____

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

Special Requests: Electricity _____ Fountain Restroom _____ Other Sophia Square

Purpose: Run/Walk Number of People Expected: 1500

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: see Attached

Neighborhood Street Closing (Street(s), Address(es) Blocked) see Attached Route Timing

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 22nd day of March, 2016.

Mayor's Office

Revised: 01/22/16



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54286 (R / 8-12) / Form 238
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** _____

Nancy S. Heck, 1326 Cool Creek Drive, Carmel, IN 46033

2. **Title or Position With Governmental Entity:** Director of Community Relations & Economic Development

3. a. **Governmental Entity:** City of Carmel

b. **County:** Hamilton

4. **This statement is submitted (check one):**

a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** _____

Richard G. Heck / Irwin Computing Services

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):

Webpage Maintenance, consultation & other related services

Richard G. Heck is my husband

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

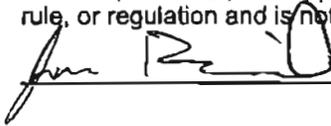
A portion of the profit, if any, from this contract could become personal income of Richard G. Heck and therefore indirectly income used by the entire Heck family.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):

I (We) being the Mayor of the City of Carmel, IN and having the power to appoint the City of Carmel, IN (Title of Officer or Name of Governing Body) (Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.



City of Carmel, IN - Mayor

Elected Official

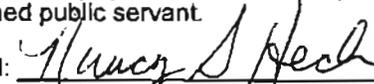
Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

4-5-16
Date Submitted (month, day, year)

on-going contract
Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date: 4-5-16
(month, day, year)

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



CITY OF CARMEL

April 6, 2016

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

JAMES BRAINARD, MAYOR

RE: LANE RESTRICTIONS – 116TH STREET & GRAY ROAD – IPL

Dear Board Members:

Mr. Jim Duvall, Indianapolis Power & Light, is requesting approval for lane restrictions of 116th Street and Gray Road to do overhead power line work associated with the future construction of the roundabout proposed for the intersection.

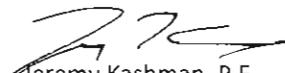
The lane restrictions will consist of the southernmost eastbound lane of 116th Street due west of Gray Road (left turning lane) and the southbound lane of Gray Road beginning approximately 300' south of 116th Street (Restriction location exhibits attached).

Work is scheduled to take place beginning May 5, 2016 and is anticipated to take two days for completion.

The Department of Engineering recommends that the Board approve the requested lane restrictions 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 which is to remain in place until completion of the project. Road guards may be used to control traffic around the restricted areas.
- 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 116th Street or Gray Road shall be restored to the satisfaction of the City when work is completed.
- Traffic on 116th Street and Gray Road in all directions shall be maintained at all times during the work. A minimum 10' lane for southbound Gray Road traffic shall be provided at all times within the work area. Eastbound 116th Street traffic turning south onto Gray Road shall be maintained at all times.

Sincerely,


Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\IPL116THSTREETGRAYROADLANERESTRICTION.DOC

	Job Name:	116th&Gray Road-Roundabout		Customer:	City of Carmel		Phone:			
	Location:	11522 N. gray Road		Scheduler:	J.WHITTINGTON		Phone:	317-261-8544		
	Circuit Data							Designed By: Jim Duvall		
	Primary			Trans.			Phone		Cell	
1410 #	SPANS		Name	Circuit	SWS	261-8694		997-0073		
AT&T Job #			RIVER ROAD NO. 1	3101	10704	Sect. No.	Tax Unit	Date		
PA #						113-B	185	4/5/2016		
WR #	447748							Print No.		1 OF 2
Engineering Department										

From: Jim Duvall [<mailto:jim.duvall@aes.com>]

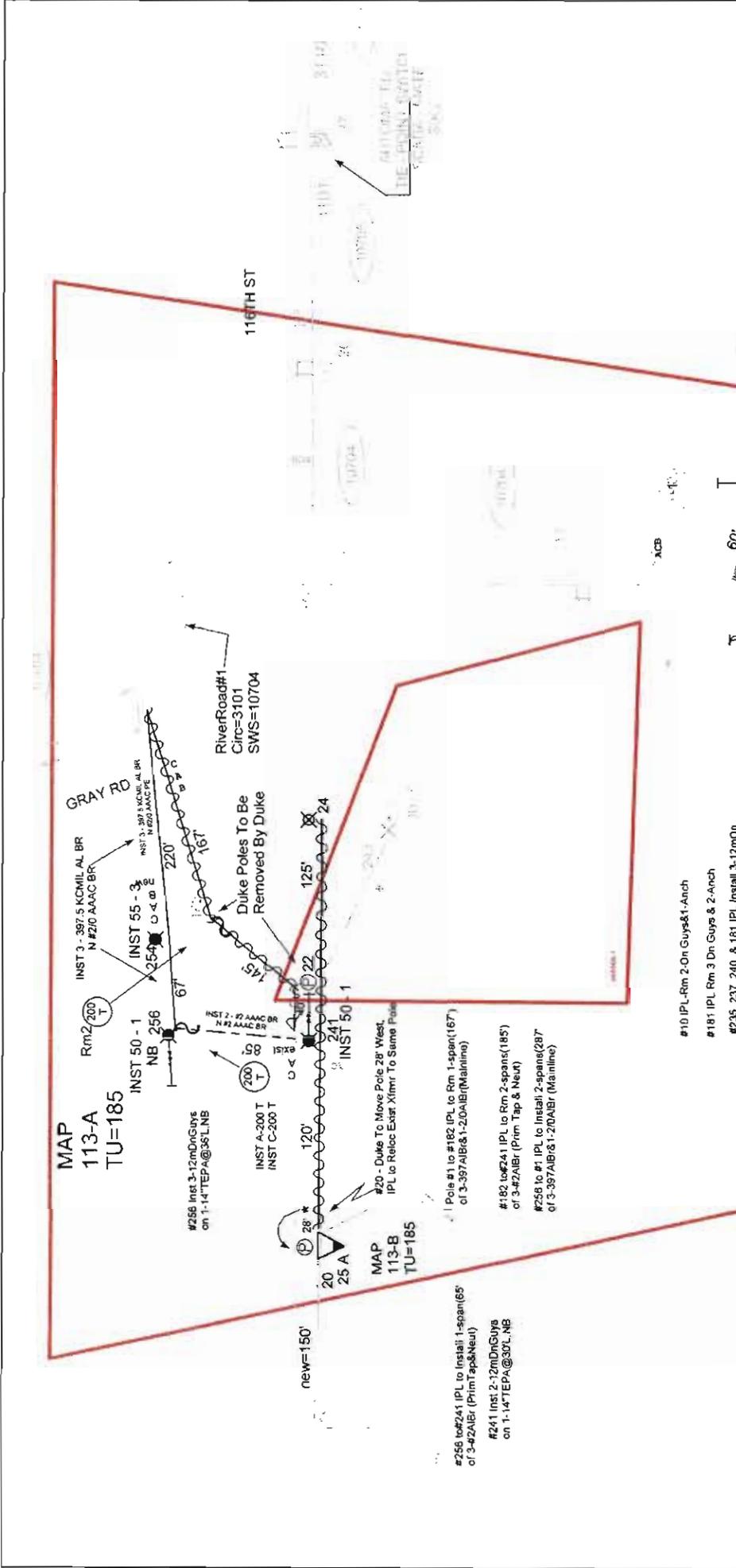
Sent: Tuesday, April 05, 2016 2:03 PM

To: Warner, Caleb

Cc: Jim Duvall; Rhonda Williams

Subject: Carmel Right-Of-Way Permit Application For 116th & Gray Rd Roundabout Work

Caleb, here is IPL's application for a lane closure for Over Head 13KV Power Line work for the 116th & Gray Road roundabout project. I believe that we will have to close the south - East Bound Lane of 116th for a day or two for Line work. There will be road guards. I don't know if they will have to close the south bound Lane of Gray Road for work or not, since there is room to pull the trucks off the road there.



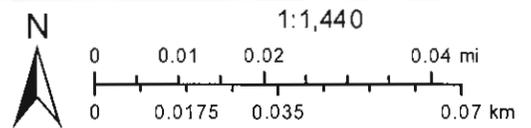
		Job Name: 116th&Gray Road-Roundabout Location: 11522 N. gray Road	Customer: City of Carmel Scheduler: J.WHITTINGTON	Phone: 317-261-8544 Phone: 317-261-8544
1410 # SPANS		Designed By: Jim Duvall		
AT&T Job #	Primary	Circuit SWS	Phone 261-8694	Cell 997-0073
PA #	Name RIVER ROAD NO. 1	Circuit 3101	Sect. No. 113-B	Tax Unit 185
WR # 447748	Primary	Circuit 10704	Date 4/5/2016	Print No. 1 OF 2

Engineering Department

4607 EAST 116TH STREET



April 5, 2016



Basemap information here



CITY OF CARMEL

April 7, 2016

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

JAMES BRAINARD, MAYOR

RE: TEMPORARY CONSTRUCTION ENTRANCE – 3759 BARRINGTON DRIVE (HAVERSTICK ROAD ENTRANCE)

Dear Board Members:

Mr. William Hammer, property owner at 3759 Barrington Drive, has requested approval for a temporary construction entrance for delivery of fill dirt in association with the regarding of his rear yard. The temporary entrance will be located off of the west side of Haverstick Road approximately 120' north of the Seton Drive entrance to the Roman Catholic Church of Lafayette. (Location exhibits attached)

The temporary construction entrance will be primarily used for access of dirt fill truck access to the property. Work is scheduled to take place during May, 2016 and is anticipated to take one day for completion. The petitioner has noted that the delivery of fill dirt will be done during a period of dry weather to eliminate area rutting and/or mudding .

The Department of Engineering recommends that the Board approve the requested temporary construction entrance contingent upon satisfaction of the following requirements:

- The project’s contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(b)(8) and 6-227(b).
- Existing drainage is controlled and maintained across the proposed construction entrance pursuant to City of Carmel Code 6-227(h)(9).
- Haverstick Road shall be kept clean of dirt and debris during the delivery periods.
- Any damage to the existing improvements within the right of way of Haverstick Road shall be restored to the satisfaction of the City when the work is complete.
- The petitioner understands that approval is granted for the temporary entrance only. All other items of work shown on the attached exhibits are subject to review and approval by the Department of Engineering and other Departments of the City as part of a separate approval process.
- Traffic on Haverstick Road shall remain undisturbed during work periods at all times.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\MISC\3759BARRINGTONDRIVE(HAVERSTICK)CONSTRUCTIONENTRANCE.DOC

4/7/2016

To the Board of Public Works;
City of Carmel Indiana:

My name is William Hammer, I live at 3759 Barrington Drive, Carmel IN 46033. I am writing to seek approval for temporary construction entrance to the back yard of my property via Haverstick Road just north of 106th Street. Please see diagram labeled: "BACKYARD ACCESS FROM ROAD".

The project I wish to have undertaken at my home is having fill dirt delivered to my back yard in order to fill in a large land depression in hopes of leveling out my back yard for physical enjoyment by my family and to make aesthetically pleasing to myself, family, and the neighborhood.

This project will involve having a dirt fill trucking company deliver 40 to 50 cubic yards of dirt to my home and then properly grade to level out the area. To reduce labor and time, I would be removing a section of my chain link fence to then have a truck deliver and dump dirt in the yard. The owner skilled in driving a truck and skilled in operating a back hoe, would also be the one to grading out/leveling the dirt once dumped. I have been informed by the owner of the company who will be doing the work, he would only need 10 feet of clearance (removed fencing) to get to my back yard to dump the dirt.

He informs me the work would be done in a day's time 4 -5 truckloads at the most would be needed. To make the work manageable particularly with leveling/grading the dirt, he reports he would do the work when has not rained in a few days, and the dirt is dry, also would reduce the area rutting/mudding when getting to and from Haverstick to the backyard. I plan to immediately take care of replacing torn up grass/ rutted area with seed and sod (for I plan to do this with my backyard when all is done); have that section of the road (temporary 1 day entrance) swept/cleaned up. Of course put that section of the fence I took down back up.

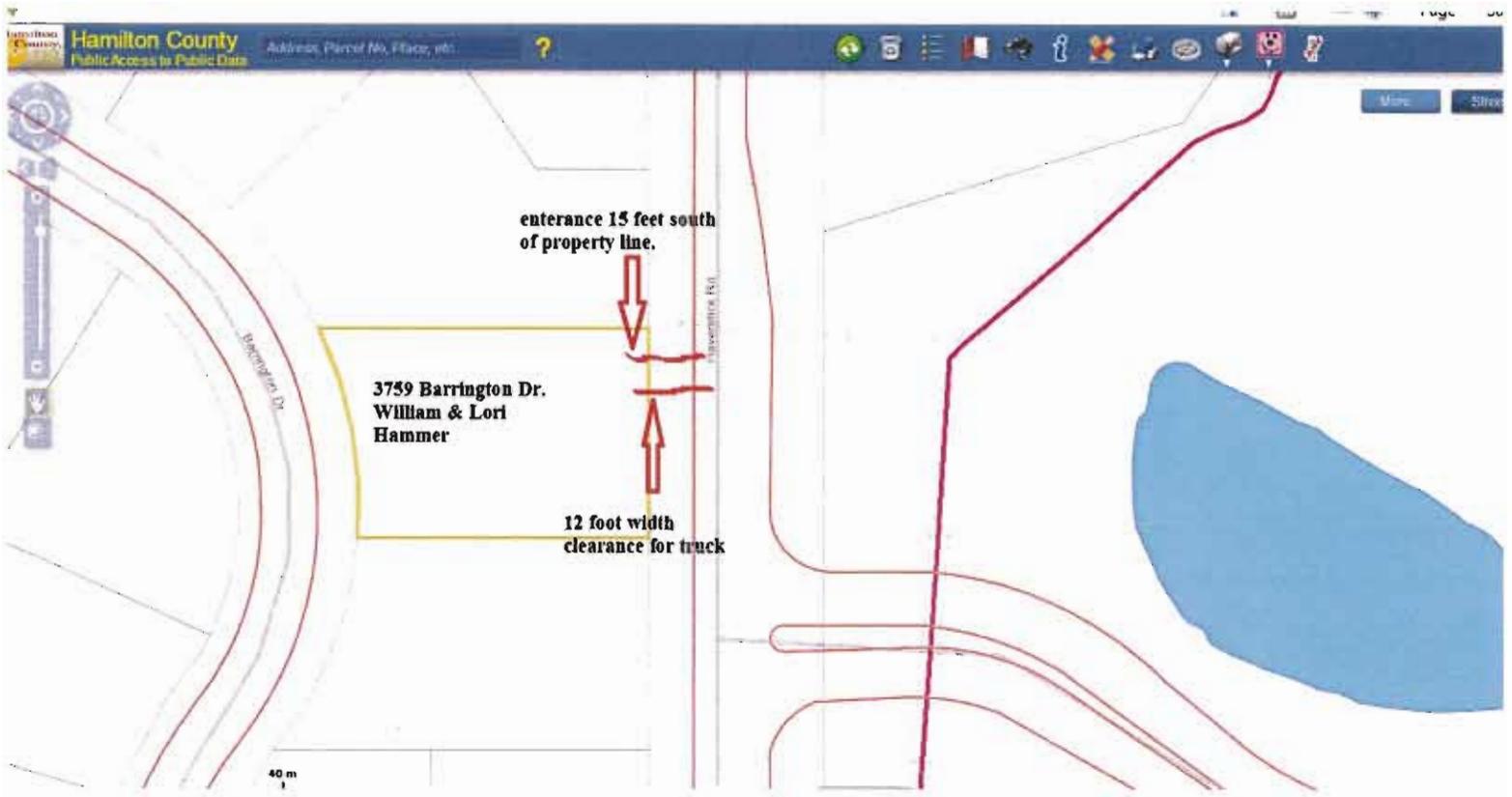
Knowing access would be coming from a city street and spanning over a right of way section of my property; where underneath is a rain water run off sewer system, I wanted to make sure I was doing right by the City, seeking that I would not damage anything, and acquire any permit if needed (as I understand I will need).

I have also enclosed pictures of where the section of fence would be removed and informed the truck could be backed into and the section of my back yard that I am planning to fill.

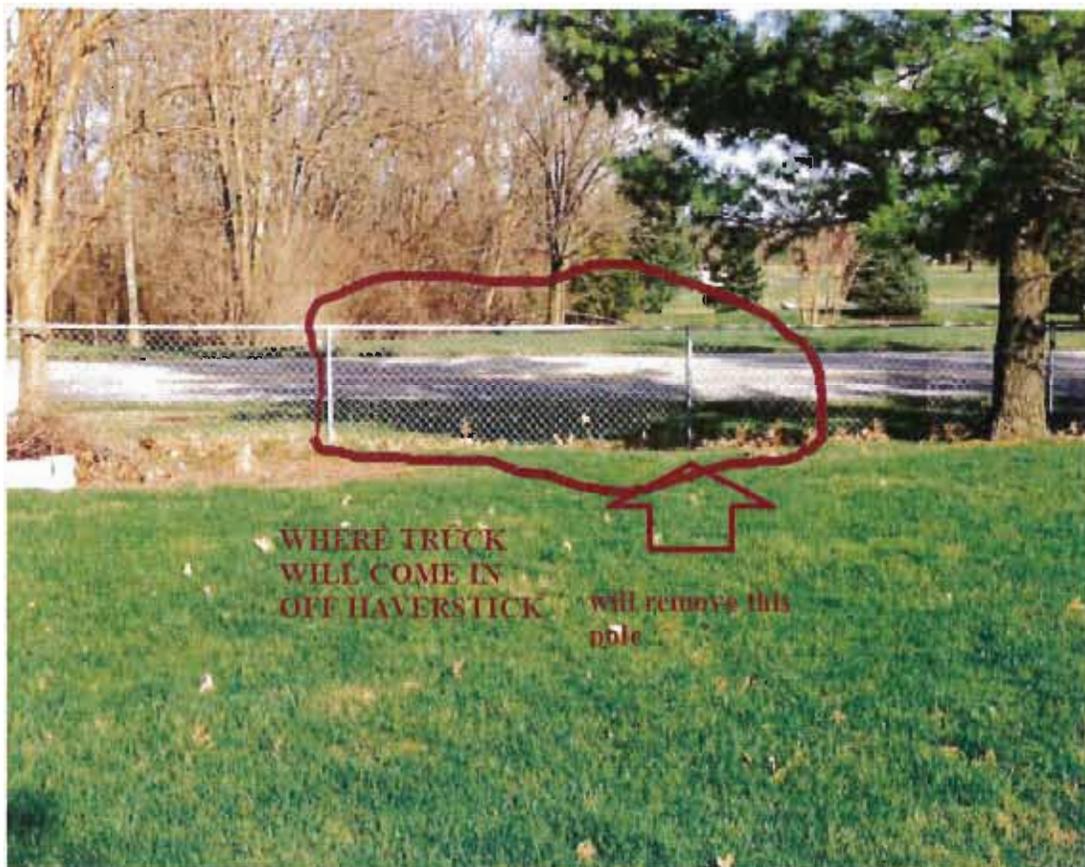
Thank you for your time and consideration for approval of a temporary construction entrance.

William Hammer
Property Owner of
3759 Barrington Drive
Carmel, IN 46033
317-225-7501

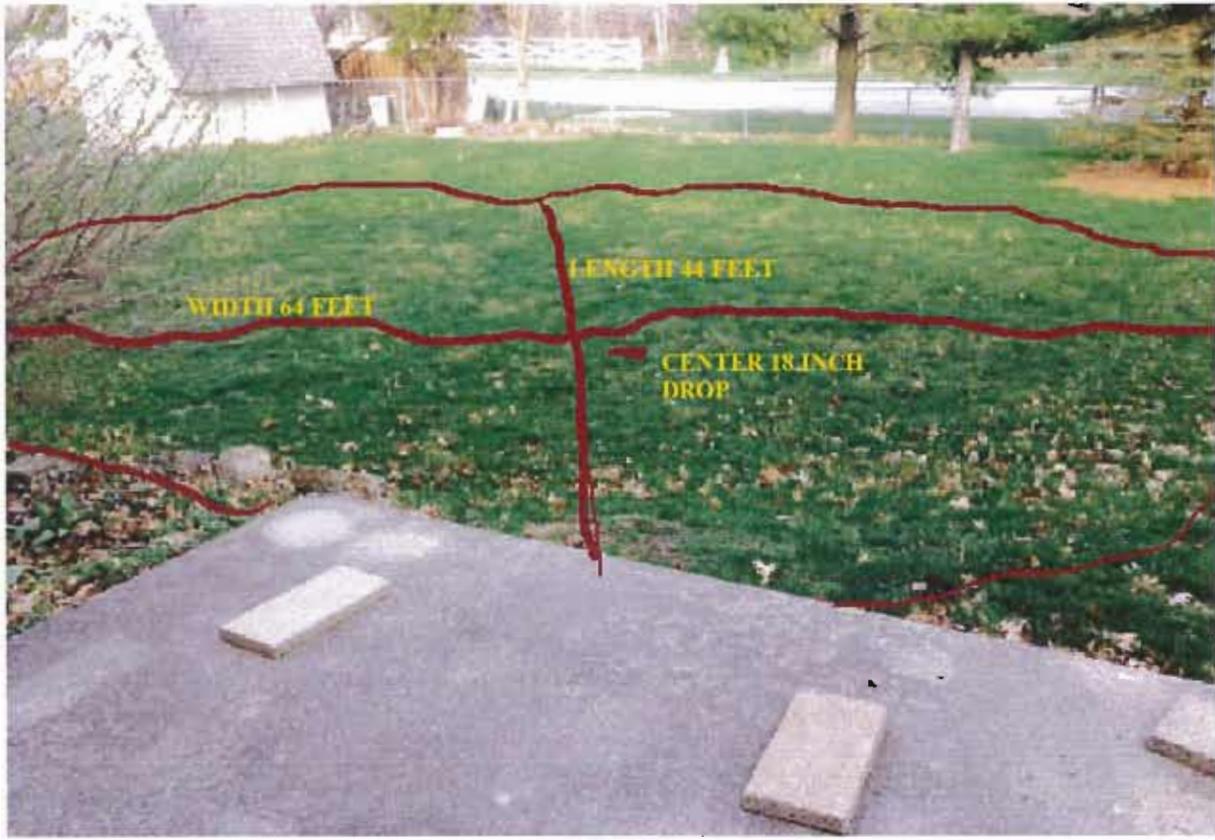
“BACKYARD ACCESS FROM ROAD”



“FENCING TO BE REMOVED FOR TRUCK ACCESS TO BACK YARD”



“REGION OF YARD WHERE PLANNING TO HAVE LEVELED AND GRADED ACCORDINGLY”

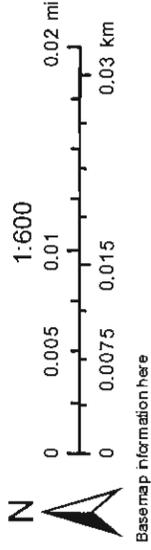


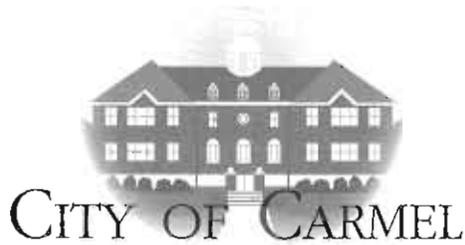
3759 Barrington Drive



April 7, 2016

Parcels





April 11, 2016

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

JAMES BRAINARD, MAYOR

RE: LANE RESTRICTION, PATHWAY CLOSURE & OPEN PAVEMENT CUTS – WESTFIELD BOULEVARD – VECTREN

Dear Board Members:

Mr. Chad Miller, Engineering Support Specialist for Vectren Energy Delivery, is requesting approval for lane restrictions, pathway closure and open pavement cuts of Westfield Boulevard to locate existing utilities in preparation of providing a gas main bore for the Sunrise On The Monon Subdivision project.

Work required consists of placing a 2" plastic natural gas line across Westfield Boulevard to connect to the 4" gas main along the east side of the roadway. The northbound and southbound lanes of Westfield Boulevard will require lane restriction, additionally the recreational pathway on the west side of the roadway will require closure during the working period. The open pavement cuts will be in the area of the Windpump Way and Evenstar Boulevard entrances to the proposed subdivision. (Exhibits attached)

The work is scheduled to begin upon Board approval and will take approximately 3 days for completion of the proposed lane restrictions.

The Department of Engineering recommends that the Board approve the requested lane restriction, pathway closure and open pavement cuts 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. Lane restriction signage will remain in place during the duration of the project repair.
- Both northbound and southbound traffic on Westfield Boulevard shall be maintained during the working periods. A minimum 10' lane in each direction shall be provided at all times within the work areas.
- 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 closure prior to commencement of work.
- Any damage to the existing improvements within the right of way of Westfield Boulevard shall be restored to the satisfaction of the City when work is completed
- The open pavement cuts shall be restored in accordance with City of Carmel standards. Should pavement require to be core drilled the core shall be reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc. or equivalent.
- 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.

Page 2 of 2
Vectren Westfield Boulevard Lane Restriction
April 11, 2016

- 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".
- The pathway shall be restored to the standards of Carmel Standard Drawing #10-16.

Sincerely,



Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\VECTRENWESTFIELDBLVDLANERESTRICTION.DOC



16000 Allisonville Road
PO Box 1700
Noblesville, IN. 46061-1700

4-8-2016

Carmel Engineering Department

Re: Right of Way Permit – Path Cut
Westfield Boulevard, north of W 96th Street
Pedestrian Walk Path Project

Dear Sirs:

I submitted a request on 10-21-2015 to work in right of way on Westfield Boulevard.

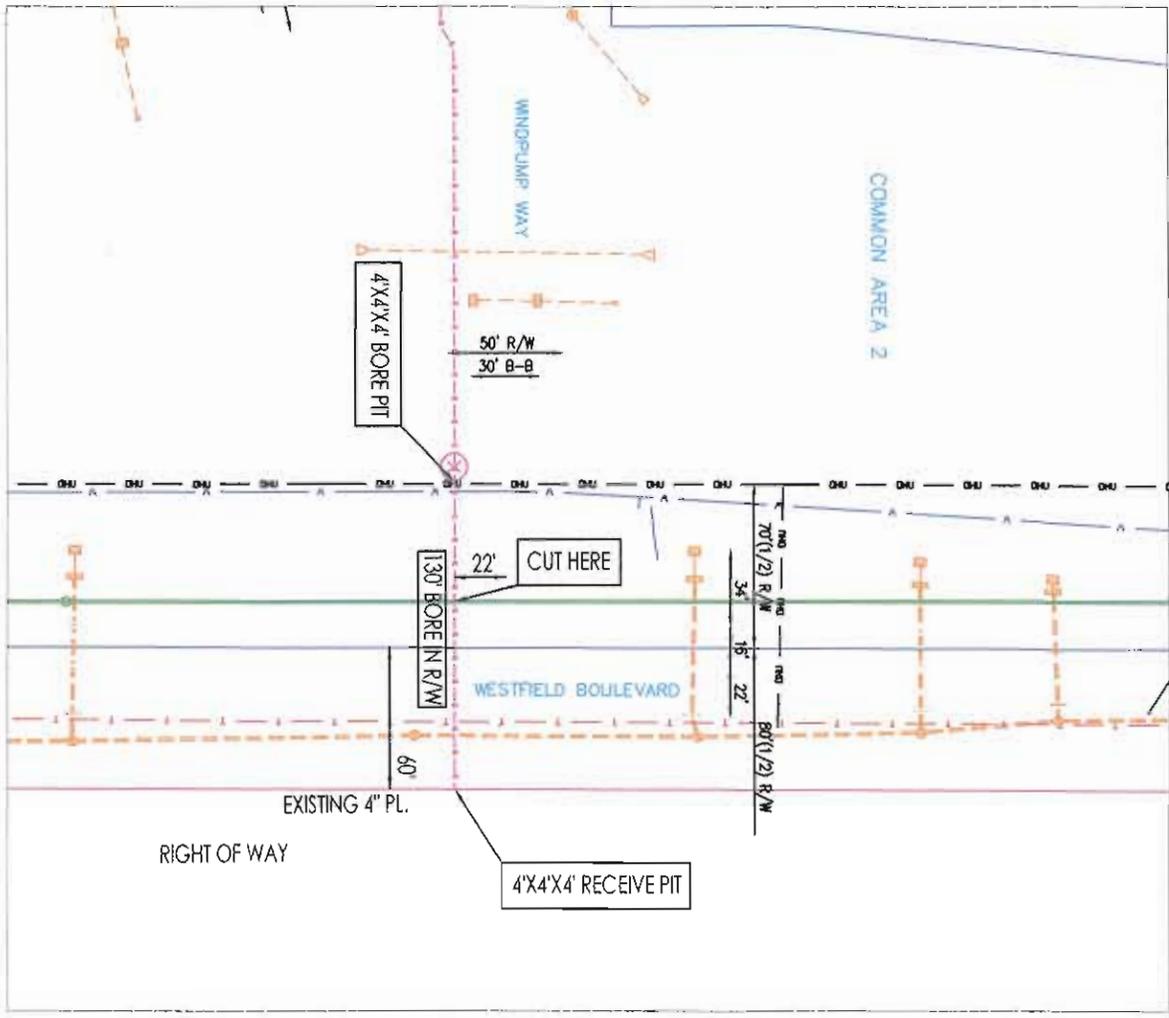
The work plan calls for 260 of 2" plastic natural gas main to be bored to the existing 4" plastic natural gas main in the ROW along the east side of Westfield Boulevard.

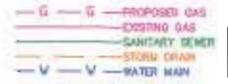
To connect into our existing 4" main along Westfield Boulevard the asphalt path and street will need to be cut in the construction area to spot hole the sanitary sewer and the fiber optic cable. These restrictions will last approximately 3 days during the final portion of the project.

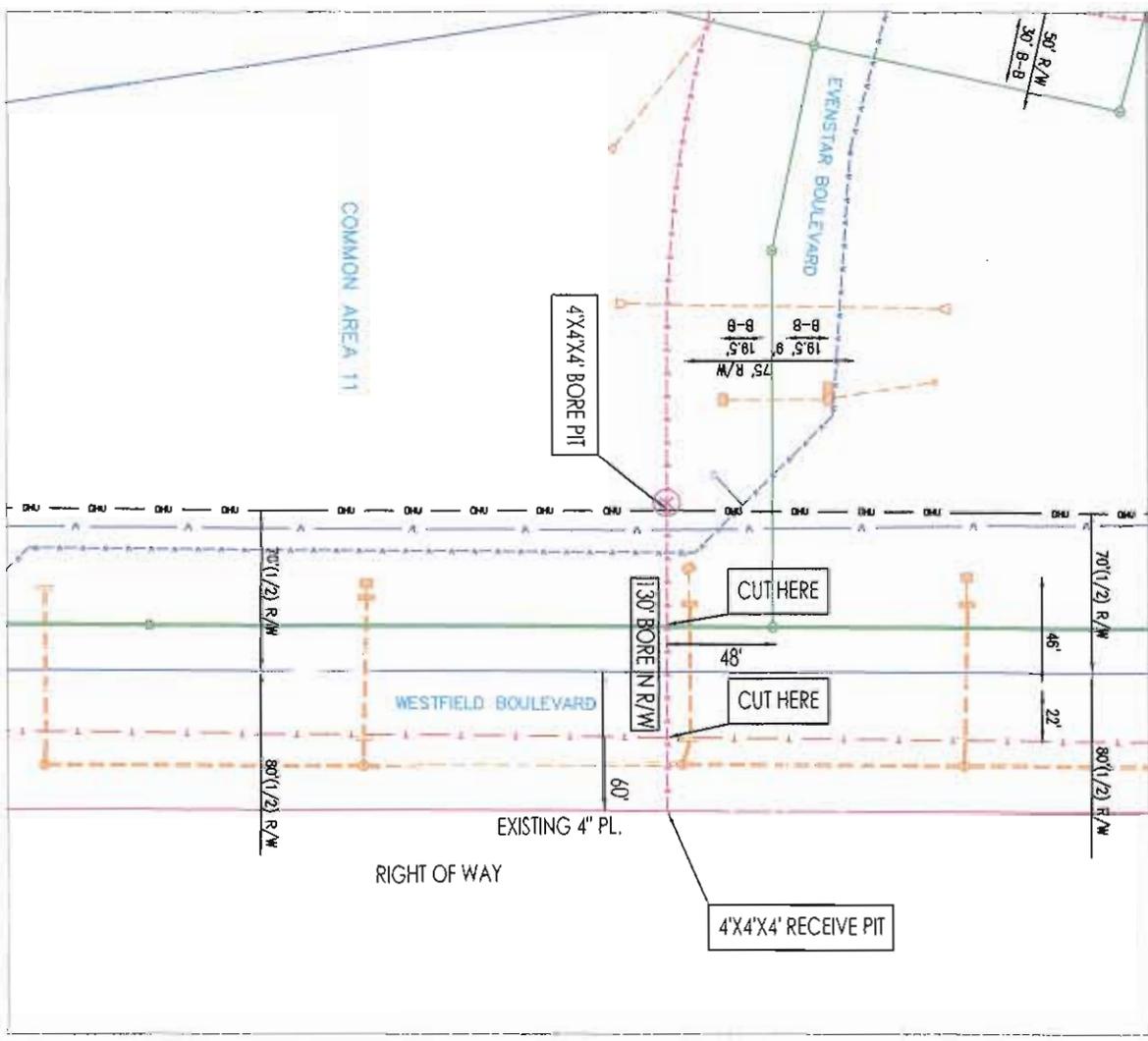
If you have further questions about the project, please contact me at the office phone number listed below.

Respectfully,

Chad Miller
Engineering Support Specialist III
Vectren Energy Delivery
317-776-5590 phone
317-776-5553 fax
crmiller@vectren.com

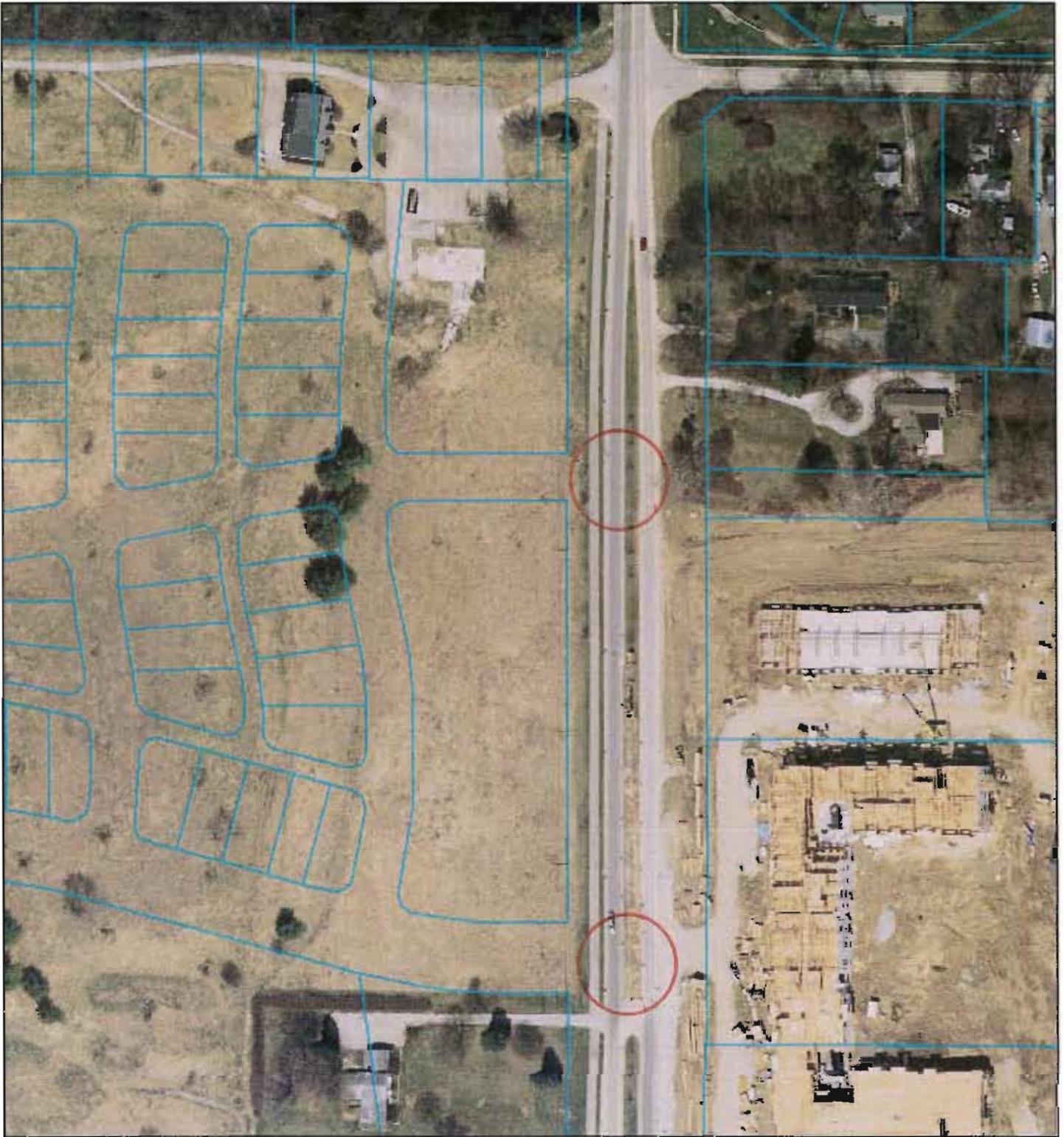


DATE: 4/8/2016	DESIGNER: CHAD MILLER	OC: NOBLESVILLE	DIVISION: NE	CUSTOMER / LOCATION:		
ORACLE # 15583002041293	STATE: IN	CITY/TOWNSHIP: CARMEL-CLAY	PROPOSED MAOP: 60 PSIG	OLD TOWNE DEVELOPMENT 1132 RANGELINE ROAD CARMEL, IN 46032 317-679-0051		
MAXIMO # 12638215	SCALE: NTS	COUNTY: HAMILTON	TAX LOC.: 29003	RANDY SEXTON		
SHEET 2 OF 2	LATITUDE: 39.9324960	LONGITUDE: -86.12914300	GIS GRID (MAP) #: 189/190-154			



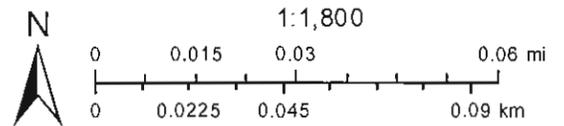
DATE: 4/8/2016	DESIGNER: CHAD MILLER	OC: NOBLESVILLE	DIVISION: NE	CUSTOMER / LOCATION:		LEGEND  PROPOSED GAS  EXISTING GAS  SANITARY SEWER  STORM DRAIN  WATER MAIN
ORACLE #: 15283002041293	STATE: IN	CITY/TOWNSHIP: CARMEL-CLAY	PROPOSED MAOP: 60	PSIG		
MAXIMO #: 12638215	SCALE: NTS	COUNTY: HAMILTON	TAX LOC.:	29003		
SHEET 1 OF 2	LATITUDE: 39.9324860	LONGITUDE: -86.12914300	GIS GRID (MAP) #:	189/190-154		

SUNRISE ON THE MONON



April 11, 2016

 Parcels



Basemap information here

April 11, 2016



CITY OF CARMEL

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

JAMES BRAINARD, MAYOR

RE: STREET RESTRICTION & OPEN PAVEMENT CUTS – NAPANEE DRIVE

Dear Board Members:

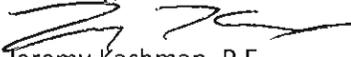
Mr. Mike Taylor, T & S Excavating LLC., has requested approval for a street restriction and open pavement cuts of Napanee Drive for taps into the existing water main (north side of street) and sanitary sewer (south side of street) to serve new home construction at the address of 51 Napanee Drive. (Location exhibits attached)

Work is scheduled to begin upon approval by the Board. It is anticipated street restriction would be of one day. The street cuts would be approximately 8' by 4'. Should work require more than one day for completion a steel plate would be secured and anchored in place at open cuts during an overnight period.

The Department of Engineering recommends that the Board approve the requested street restriction and open pavement cuts contingent upon satisfaction of the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Signage identifying the street restriction shall be placed prior to restriction of the street and maintained for the duration of the work period.
- Access to adjoining residences of the work site shall remain in place at all times. Notification to adjoining home owners shall be made 48 hours prior to commencement of work activities.
- Napanee Drive at the work location shall provide a minimum 10' pavement width to provide provision for traffic to continue in each direction.
- Any damage to the existing improvements within the right of way of Napanee Drive shall be restored to the satisfaction of the City when the work is complete.
- The open pavement cuts shall be restored in accordance with City of Carmel standards.
- The petitioner understands that BPW approval is for street restriction and open pavement cuts only.

Sincerely,



Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\NAPANEE DRIVESTREETRESTRICTION.DOC

T & S EXCAVATING LLC

P. O. Box 114

Brooklyn, IN 46111

Cell 317-306-8711 Mike

Cell 317-363-0130 Shawn

Fax 317-834-1527

E-mail Taylrmade76@aol.com

4/8/16

Att: Caleb Warner

We are requesting a right-of-way permit for the connection of water and sewer to a new home at 51 Nappenee Dr. Carmel, IN 46032.

We will need to cut road on south side of Nappenee Dr. approximately 8' long and 4' wide to connect sewer to home.

The water is to be connected on north side of Nappenee Dr. also approximately 8' long and 4' wide.

If any questions please contact me 317-306-8711

Thank you

Mike Taylor

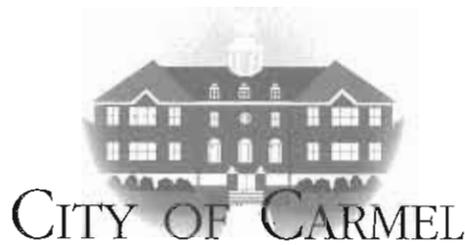
51 NAPPENEE DRIVE



April 11, 2016

Parcels

N
1:1,200
0 0.01 0.02 0.03 0.04 mi
0 0.015 0.03 0.06 km
Basemap information here



April 11, 2016

JAMES BRAINARD, MAYOR

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

RE: STREET CLOSURE, LANE RESTRICTION & OPEN PAVEMENT CUTS – BROUGHTON STREET & GREENVILLE STREET – VILLAGE OF WEST CLAY

Dear Board Members:

Mr. Toby Booe, R.T. Moore Mechanical Contractors, has requested approval for street closure of Greenville Street, lane restriction of Broughton Street and open pavement cuts utility location and water main taps to serve four units in the Village of West Clay Section 3004. Two 3'x3' open cuts will be located in the eastbound lane of Broughton Street for location of fiber cable to perform a road bore. Lane restriction will be required for these cuts. Two additional cuts, measuring 6'x6', will be located at the intersection of Broughton Street and Greenville Street for water main taps. Greenville Street will require closure for this work. (Exhibits attached)

Work is scheduled to begin on April 25, 2016 and will take 1 to 2 days for completion. Work continuing more than 1 day will require a steel plate to be secured and anchored in place in the areas of the open cuts during overnight periods.

The Department of Engineering recommends that the Board approve the requested street restriction and open pavement cuts contingent upon satisfaction of the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Development of a Maintenance of Traffic Plan conforming to INDOT Work Zone Safety Manual covering street closure and lane restriction shall be developed by the petitioner and reviewed and approved by the Department of Engineering prior to implementation at the work site.
- Signage identifying the street closure and lane restriction in accordance with the approved Maintenance of Traffic Plan shall be placed prior to work and maintained for the duration of the work period.
- The petitioner agrees to meet with the Department of Engineering to develop a detour route for Greenville Street traffic. Signage for the street closure and detour route shall be put in place prior to the closure of the street.
- Access to adjoining residences of the work site shall remain in place at all times. Notification to adjoining home owners shall be made 48 hours prior to commencement of work activities.
- Broughton Street shall remain open to traffic in each direction by means of work cones and traffic flaggers.

Page 2 of 2
R.T. MOORE STREET CLOSURE V.O.W.C.
April 11, 2016

- Any damage to the existing improvements within the right of way of Broughton Street and Greenville Street shall be restored to the satisfaction of the City when the work is complete.
- The open pavement cuts shall be restored in accordance with City of Carmel standards.
- The petitioner understands that BPW approval is for street closure, lane restriction and open pavement cuts only.

Sincerely,



Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\RTMOOREVOWCSTREETCLOSURESTREETRESTRICTION.DOC

PERMIT NUMBER: _____

TODAY'S DATE: 4/8/16 ESTIMATED DATE OF WORK: 4/25/16

APPLICANT (Person doing the work) Toby A. Booe

COMPANY: RT Moore

ADDRESS: 6430 LA PAS TRAIL Indianapolis, IN 46268

PHONE: 765-505-0463 EMAIL PERMIT TO: tbooe@rtmoore.com

CUSTOMER: Plite Homes

ADDRESS: PO Box 3660 Portland, OR 97208

PHONE: 317-575-2350

ADDRESS OF PROJECT: 2009-2025 Broughton St. Carmel

DESCRIPTION OF WORK (check all that apply)

ROAD BORE	<input checked="" type="checkbox"/>	DRIVEWAY REPLACEMENT	<input type="checkbox"/>
CONSTRUCTION ENTRANCE	<input type="checkbox"/>	LANE CLOSURE	<input type="checkbox"/>
STREET CUT	<input checked="" type="checkbox"/>	ROAD CLOSURE	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>		

DESCRIPTION: cut asphalt to tap water main 2-3 days

TYPE OF SURFACE CUT (if applicable): Asphalt

NOTE: OPEN CUTS IN PAVEMENT REQUIRE BOARD OF PUBLIC WORKS (BPW) APPROVAL

USE OF HEAVY EQUIPMENT YES NO

DRAWING ATTACHED YES NO

***NOTE: ON REVERSE SIDE OF THIS PERMIT, PROVIDE NAMES AND CONTACTS OF ALL SUB-CONTRACTORS INVOLVED**

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

BONDING COMPANY: Liberty Mutual

BONDING NUMBER: 32548858

EXPIRATION DATE: 11/16/2016

As applicant for this Right-of-Way Permit, I understand and agree to all of the specifications and conditions listed on the attached sheet.

Toby A. Booe (Applicant's Signature) Toby A. Booe (Print Name)

PERMIT GRANTED BY: _____ DATE ISSUED: _____
(City Official)

COMMENTS: _____

REPAIR WORK INSPECTED AND APPROVED

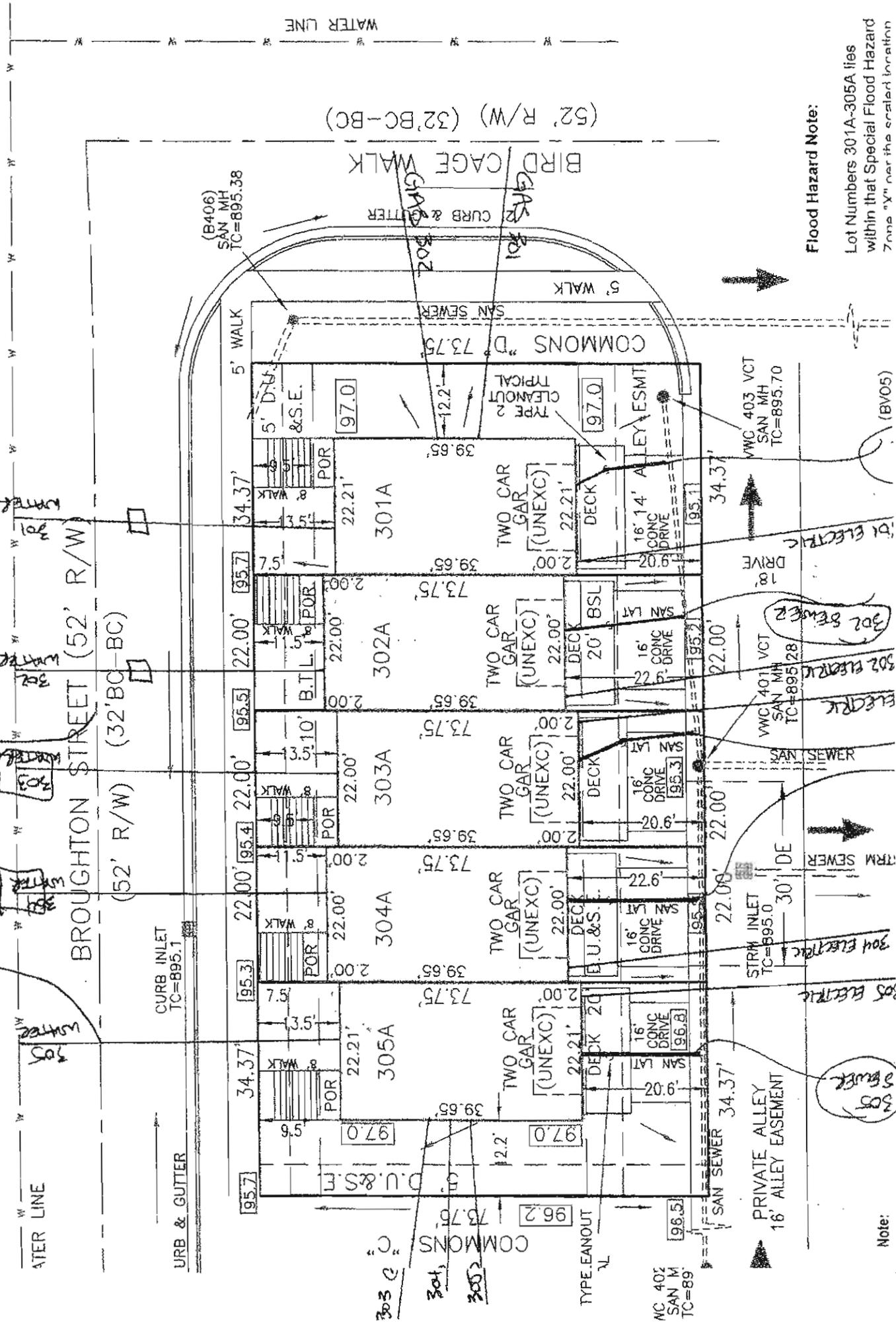
I have inspected the repair of the above right-of-way and find it to be completely satisfactory.

(City Inspector)

(Date Released)

field conditions or any discrepancy with the information contained hereon should be immediately reported to COOR Consulting & Land Services, Corp.; failure to do so would result in the contractor/owner assumption of liability.

in care and observations should be made in regard to such conditions as soil types and fluctuating water tables. During the excavation process should any unsuitable soils or ground water be witnessed, the owner shall be immediately notified for further examination and consultation. At the builders discretion, additional construction techniques may be necessary to alleviate future problems.

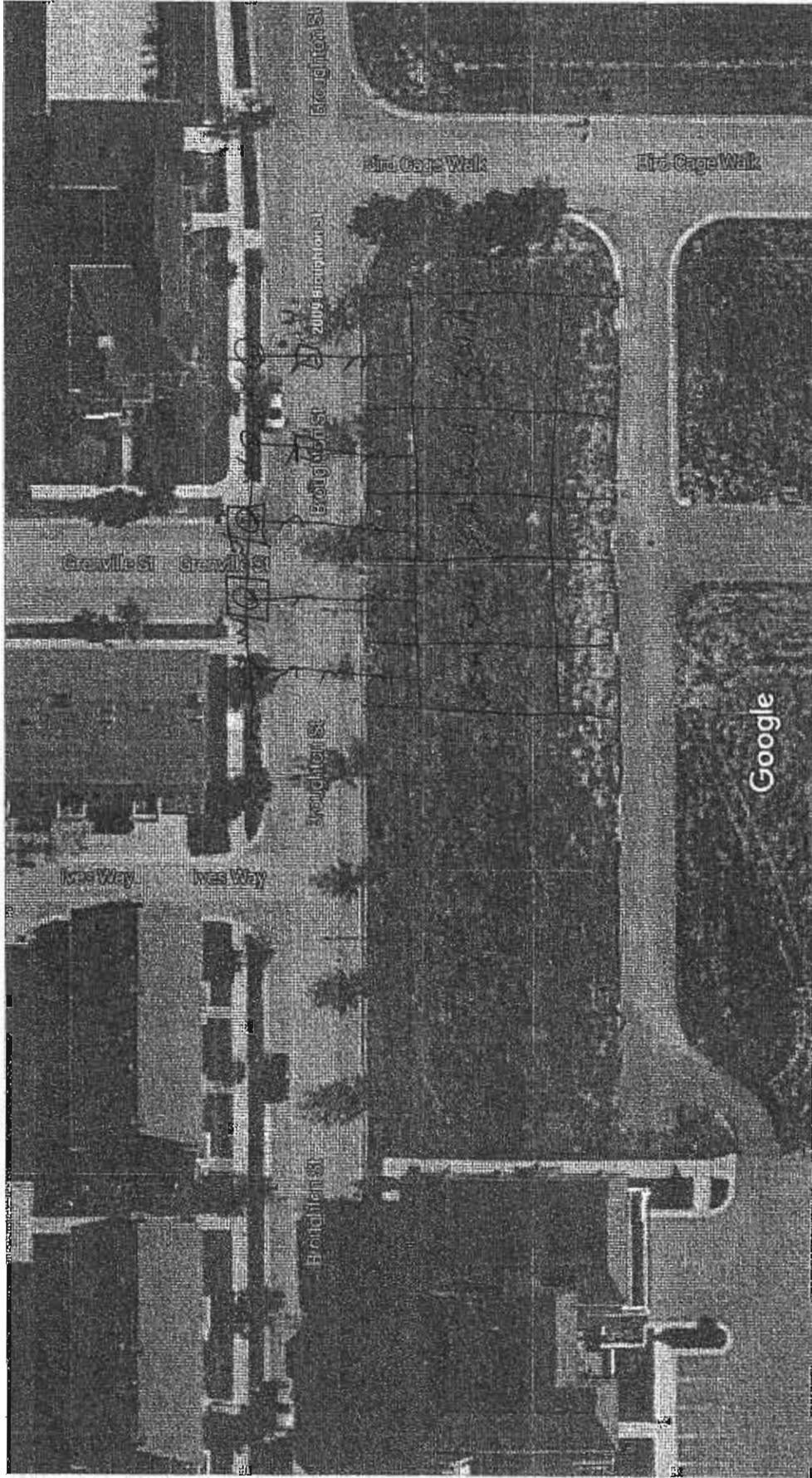


Flood Hazard Note:

Lot Numbers 301A-305A lies within that Special Flood Hazard Zone "X" per the scaled location

Note:

Google Maps 2009 Broughton St



Buildings 301A + 302A, will need to cut
 3'x3' square to locate fiber, for road bore
 Buildings 303A + 304A will need 6'x6' square to
 do top of main

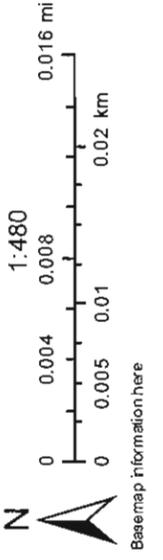
2009 Broughton St
 Carmel, IN 46032

BROUGHTON STREET



April 11, 2016

Parcels



LETTER OF TRANSMITTAL

Date: April 12, 2016

From: Tiffany Boone
Department of Engineering

RE: Illinois Street (Between 106th Street and 111th Street) Encroachment Agreement

Please find enclosed three original copies of an encroachment agreement between the City of Carmel and Vectren Energy Delivery of Indiana. This encroachment agreement is in regards to decorative fencing that will be installed along Illinois Street (between 106th Street and 111th Street). It is requested that this agreement be executed by the Board of Public Works and signed by the remaining Board of Public Works members. One original signed agreement needs to be returned to the Engineering Department for delivery to Vectren Energy Delivery of Indiana.

If you have any additional questions, please feel free to contact me at tboone@carmel.in.gov.

Thank you,

Tiffany Boone
Staff Engineer
City of Carmel
Engineering Department

Encroachment Agreement



THIS ENCROACHMENT AGREEMENT (the "Agreement"), made this _____ day of _____, 2016 and entered into by and between **INDIANA GAS COMPANY, an Indiana corporation doing business as VECTREN ENERGY DELIVERY OF INDIANA, INC.**; whose mailing address is 211 NW RIVERSIDE DRIVE, P.O. BOX 209, EVANSVILLE, INDIANA, 47702-0209 , (hereinafter referred to as "VEDI"), and the **CITY OF CARMEL, INDIANA, by and through its Board of Public Works and Safety** (hereinafter referred to as "GRANTEE"):

WITNESSETH: That in consideration of compliance with the following terms and conditions and for other valuable consideration, VEDI has consented to the Grantee's installation of certain improvements including a **decorative wood fence along Illinois St. between 106th St. and 111th St. in Carmel, Indiana** within VEDI's natural gas pipeline easement and near its pipeline, all as more particularly shown and described on Exhibit A, attached hereto and incorporated herein (the "Encroachment"). The Encroachment will be located on certain real estate in Carmel, Hamilton County, Indiana, which real estate was or will be acquired by Grantee for use as a public right of way (the "ROW Property"). The ROW Property is subject to a 60 foot wide easement described in that certain document recorded in **Book 31, page 110 and modified in Book 46, page 265**; all recorded in Hamilton County Recorder's office and located in the **SW/4, Section 2, T17N, R3E, in Clay Township**, (the "Easement"). An 18 inch steel gas main ("VEDI's Facilities") is located within the Easement.

This Agreement shall become binding and enforceable upon execution of this Agreement by VEDI and Grantee and shall be subject to the following terms, conditions and responsibilities:

1. Grantee shall indemnify, defend and hold harmless VEDI from and against any and all claims, costs, losses, suits or judgments, including reasonable attorneys' fees, for damages, injuries to or death of persons, or damage to or destruction of property arising from or related to the acts of Grantee, its agents, employees and contractors, with respect to the construction, installation, maintenance, repair, replacement and/or removal of said Encroachment. Grantee's indemnity specifically excludes the acts, omissions, negligence or misconduct of VEDI, its agents, employees and contractors including but not limited to accessing its facilities, performing maintenance and/or fulfilling other operational needs within the Easement.
2. This consent by VEDI is not intended as a waiver of rights nor as a release of Grantee from any obligation, restriction or encumbrance of record or any applicable statute, regulation, ordinance, permit, or code. VEDI shall have no right to claim adverse possession of the Encroachment and specifically agrees that VEDI has no interest in the Encroachment.
3. Subject to paragraph 7 herein, this Agreement in no way grants consent for future encroachments.
4. This Agreement shall be binding upon, enforceable by and inure to the benefit of the Grantee, VEDI, and their respective heirs, personal representatives, successors and assigns.
5. Both parties shall comply with the provisions of Indiana Code § 8-1-26-1 et seq. relating to damage to underground facilities.
6. Grantee understands and agrees that should the Encroachment as constructed fail to substantially conform to the Encroachment as shown on Exhibit A, VEDI has the right to require Grantee to modify or replace all or a portion of the Encroachment at Grantee's sole expense such that the Encroachment does comply with Exhibit A. If necessary to allow VEDI to maintain or repair VEDI's Facilities, VEDI may remove the interfering portion of the Encroachment and restoration of the Encroachment shall be at the expense of the Grantee and shall be completed in accordance with this Agreement.

7. Grantee agrees that any future changes to the Encroachment require VEDI's consent. Notwithstanding the foregoing, Grantee shall have the right to repair, replace and maintain the Encroachment in the form and as allowed under this Agreement.
8. VEDI reserves the right to deny any modification of the Encroachment that will materially, adversely hamper its ability to safely and effectively maintain and operate its facilities within the Easement.
9. Grantee agrees to submit, prior to crossing the Easement, all proposed heavy equipment specifications for a wheel load analysis and to comply with Vectren's reasonable requirements resulting from the wheel load analysis to assure integrity of the VEDI Facilities.
10. Subject to Grantee's rights hereunder, VEDI for itself and its successors and assigns reserves the full use enjoyment of the rights, powers, and privileges it has to the Easement at law.
11. Grantee agrees that VEDI shall not be liable for any damage to the Encroachment located upon, over and across the Easement caused by or arising out of the exercise of the rights, powers and privileges granted to VEDI at law, including, but not limited to, the operation, construction, repair, maintenance, enlargement, alteration, rebuilding or removing of VEDI's Facilities, unless due to the negligence or misconduct of VEDI, its agents, employees and contractors.
12. The terms and provisions of this Agreement shall be deemed covenants running with the title to the Easement, and shall be binding upon and inure to the benefit of VEDI, Grantee, and their respective successors and assigns.
13. Grantee agrees the total length of fence is approximately 74 feet and the approximate height will be 6 feet. The decorative fence will connect to existing concrete columns on each side outside of the Easement as shown on Exhibit A. The decorative fence will be approximately 20 feet behind an existing multi-use path, as shown on Exhibit A.
14. Grantee agrees fence posts will be spaced in approximately 8 foot increments across the Easement.
15. Grantee agrees the fence posts will be 6" x 6" in size and will be placed into the ground to a depth of 3 feet.
16. Grantee agrees a 10 foot spacing will be installed over the gas main itself with a post installed 5 feet from the gas line on each side as shown on Exhibit A.
17. Grantee agrees there will be a removable panel approximately 10 feet in width that will be centered and span over the gas main, between the posts described in paragraph 19. The panel will be attached to the adjacent posts with joist hangers.
18. Grantee agrees the existing cover depth will not change over the gas main.
19. Grantee agrees to construct the Encroachment in accordance with the "Illinois Street Corridor Landscape Design, Layout and Materials Plan", Sheet L102; provided by The Schneider Corporation, Project No. 8527.001 and dated 10/07/2013, incorporated herein by reference.
20. Grantee further agrees to coordinate any work within the Easement by calling the local VEDI Area Supervisor, at 317-776-5533 at least 48 hours prior to commencing any work.

The parties hereby indicate their understanding and acknowledgment of the terms and conditions contained herein by executing this Agreement where indicated below. VEDI hereby expressly states that its approval of Grantee's encroachment as described in this document is conditioned upon Grantee's acceptance of the terms of this Agreement and VEDI further expressly states that the preparation of this document by VEDI does not imply any acceptance or approval of the Encroachment until this Agreement is signed by both parties. The persons executing this Agreement on behalf of a party hereby represent that he/she has the authority to bind such party to this Agreement and all necessary action therefore has been taken.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

By: [Signature]
James Brainard, Presiding Officer

Date: 23 March 2016

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 Mayor James Brainard, Mary Ann Burke, Lori Watson, 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 "Agreement" on behalf of the City of Carmel, Indiana.

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

My Commission Expires: _____

Notary Public Signature

My County of Residence: _____

Notary Public – Printed

Indiana Gas Company, Inc. d/b/a Vectren Energy Delivery of Indiana, Inc.

By: [Signature]
Jon K. Luttrell, VP - Energy Delivery

STATE OF INDIANA)
COUNTY OF Vanderburgh) SS:

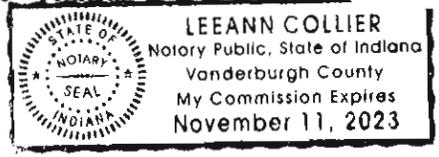
Before me, a notary public, in and for said County and State, personally appeared Jon K. Luttrell, VP - Energy Delivery, who is personally known to me and acknowledged the execution of the foregoing Agreement to be his voluntary act and deed on behalf of such entity.

Witness my hand and Notarial Seal this 4th day of April, 2016.

My Commission Expires: 11/11/23

My County of Residence: Vanderburgh

[Signature]
Notary Public Signature
LeeAnn Collier
Notary Public - Printed



This instrument prepared by VEDI by Perry D. Cloyd: 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.

[Signature]
Perry D. Cloyd

Exhibit "A"

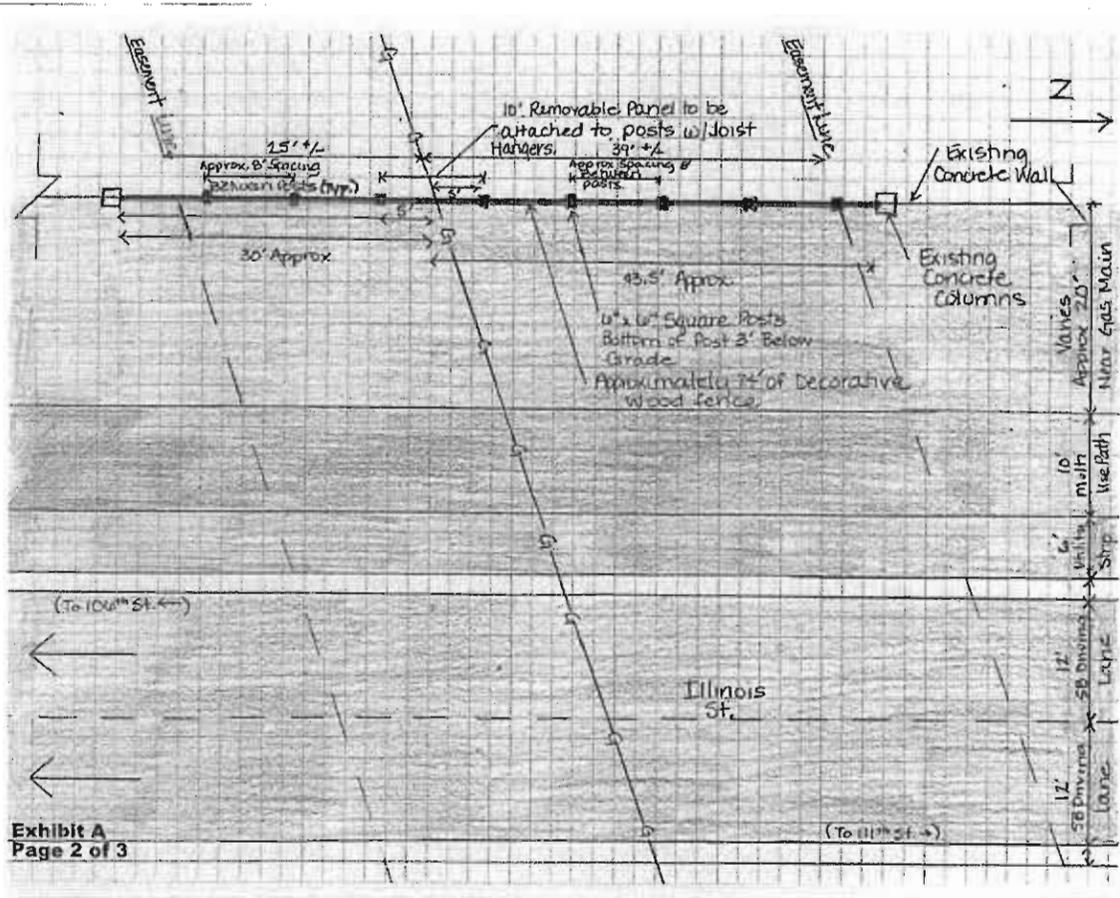


Exhibit A
Page 2 of 3



April 1, 2016

JAMES BRAINARD, MAYOR

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

RE: GARRISON CITY CENTER – GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

Dear Board Members:

Mr. Sujit Sahadevan, Garrison City Center, has requested the City accept a Grant of Perpetual Storm Water Quality Management Easement for the development of Garrison City Center, to be located in part of the Northeast Quarter of Section 35, Township 18 North, Range 3 East. (Pennsylvania Street).

The easement consists of 1,020 square feet and encompasses the storm water quality system for the project. Included with the submittal is a BMP access easement containing 0.252 acres.

Attached are the required grant of easement forms signed by the petitioner. Cross reference is made to Warranty Deed 2015-46642. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\MISC\GARRISONCITYCENTERGRANTOF EASEMENT.DOC

Cross Reference to Deed: GARRISON CITY CENTER LLC WARRANTY DEED 2015-46642.

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT



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



WITNESSETH THAT:

APPROVED *JMK*

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

WHEREAS, Grantor intends to construct and operate a parking garage on the Real Estate and, in connection with the construction, development and operation of the parking garage, the City has approved or will approve a Storm Water Management Permit (the "Permit"); and,

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

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

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

Section 2. Storm Water Quality System. Located or to be located within the Easement Area, in the manner and areas specified in the Permit, is certain drainage and storm water quality infrastructure, which may include, without limitation, pervious pavement, manholes, infiltration basins, pipes, AquaSwirl AS-6 (CFD), and structural and non-structural best management practices (collectively the "Storm Water Quality System") to be constructed, installed and maintained by Grantor, at Grantor's expense, in accordance with the Permit and the Ordinances.

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

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

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

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

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

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

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

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

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

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)

)SS:

COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

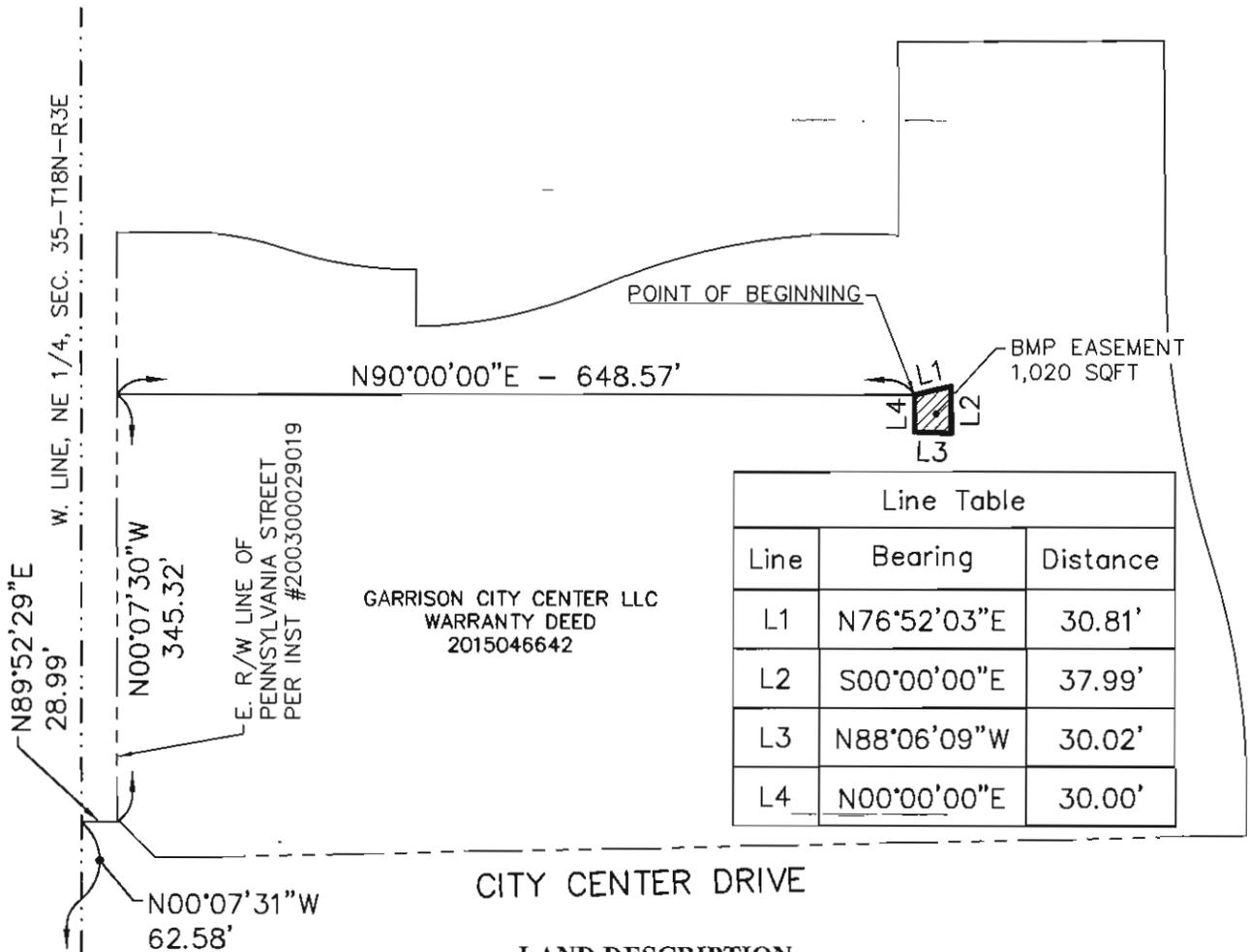
Residing in _____ County

Printed Name

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

Prepared by: Douglas C. Haney, Carmel City Attorney, One Civic Square, Carmel, IN 46032

Return to: _____.

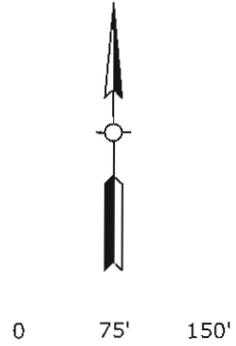


Line Table		
Line	Bearing	Distance
L1	N76°52'03"E	30.81'
L2	S00°00'00"E	37.99'
L3	N88°06'09"W	30.02'
L4	N00°00'00"E	30.00'

LAND DESCRIPTION

Part of the Northeast Quarter of Section 35, Township 18 North, Range 3 East of the Second Principal Meridian in Hamilton County, Indiana, being more particularly described as follows:

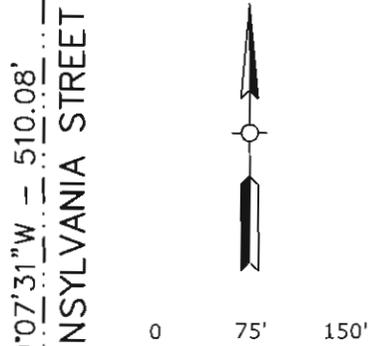
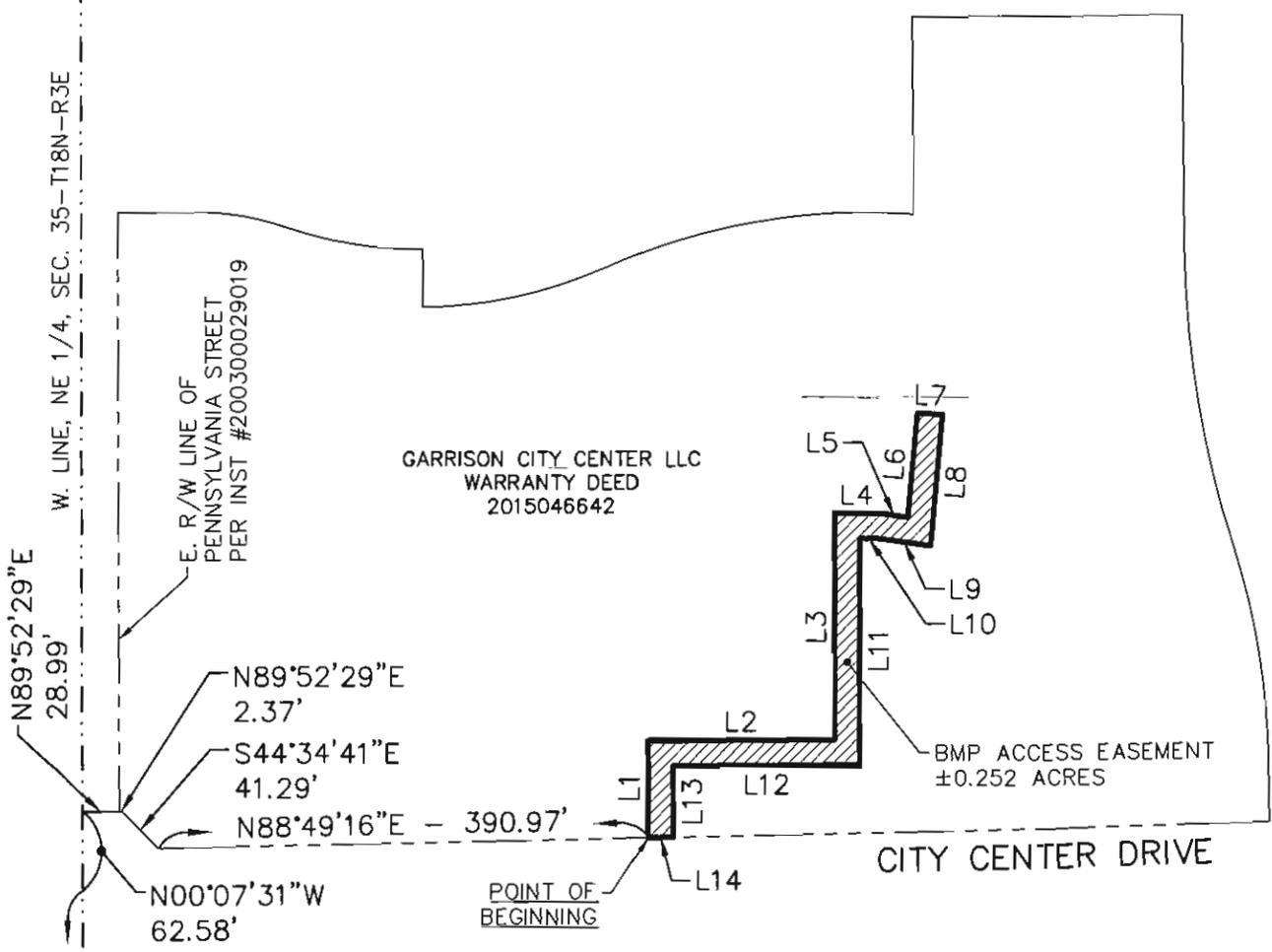
COMMENCING at a Harrison Monument marking the southwest corner of said Northeast Quarter Section; thence North 00 degrees 07 minutes 31 seconds West (basis of bearing per Instrument Number 2015046642, on file in the Office of the Hamilton County Recorder) along the west line of said Quarter Section 510.08 feet to a P.K. nail; thence continuing along said west line North 00 degrees 07 minutes 31



LAND DESCRIPTION**BMP Access Easement**

Part of the Northeast Quarter of Section 35, Township 18 North, Range 3 East of the Second Principal Meridian in Hamilton County, Indiana, being more particularly described as follows:

COMMENCING at a Harrison Monument marking the southwest corner of said Northeast Quarter Section; thence North 00 degrees 07 minutes 31 seconds West (basis of bearing per Instrument Number 2015046642, on file in the Office of the Hamilton County Recorder) along the west line of said Quarter Section 510.08 feet to a P.K. nail; thence continuing along said west line North 00 degrees 07 minutes 31 seconds West 62.58 feet; thence North 89 degrees 52 minutes 29 seconds East 28.99 feet to the eastern right-of-way line of Pennsylvania Street recorded as Instrument Number 200300029019 in the Office of said Recorder, said point also being the Point of Beginning of the tract of land described in Exhibit "A" of Instrument Number 2015046642, on file in the Office of said Recorder; the following three (3) courses are along to the southern line of said tract of land; 1) thence North 89 degrees 52 minutes 29 seconds East 2.37 feet; 2) thence South 44 degrees 34 minutes 41 seconds East 41.29 feet; 3) thence North 88 degrees 49 minutes 16 seconds East 390.97 feet to the POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds East 77.11 feet; thence North 89 degrees 52 minutes 29 seconds East 149.12 feet; thence North 00 degrees 04 minutes 37 seconds East 180.07 feet; thence South 89 degrees 55 minutes 23 seconds East 35.97 feet; thence South 82 degrees 15 minutes 35 seconds East 22.87 feet; thence North 05 degrees 13 minutes 54 seconds East 82.98 feet; thence South 88 degrees 06 minutes 09 seconds East 20.03 feet; thence South 05 degrees 13 minutes 54 seconds West 105.04 feet; thence North 82 degrees 15 minutes 35 seconds West 42.43 feet; thence North 89 degrees 55 minutes 23 seconds West 14.63 feet; thence South 00 degrees 04 minutes 37 seconds West 180.00 feet; thence South 89 degrees 52 minutes 29 seconds West 149.10 feet; thence South 00 degrees 00 minutes 00 seconds East 56.75 feet to



Line Table		
Line	Bearing	Distance
L1	N00°00'00"E	77.11'
L2	N89°52'29"E	149.12'
L3	N00°04'37"E	180.07'

Line Table		
Line	Bearing	Distance
L8	S05°13'54"W	105.04'
L9	N82°15'35"W	42.43'
L10	N89°55'23"W	14.63'



JAMES BRAINARD, MAYOR

April 5, 2015

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

**RE: THE RIDGE AT THE LEGACY SECTION 6 - STORMWATER TECHNICAL STANDARDS MANUAL
VARIANCE – SECTION 303.05 (8)**

Dear Board Members:

Mr. Brett Huff, Project Manager for Stoeppelwerth, on behalf of Platinum Properties, LLC., is requesting a variance from Section 303.05 (8) of the Carmel Stormwater Technical Standards Manual which states, in part, **“Rear yard swales draining to end sections will not be permitted.”** The requested variance is in association with the proposed “The Ridge At The Legacy Section 6” Subdivision.

The petitioner has indicated that due to the existing pond elevation and the existing perimeter grading there was not enough depth in the storm sewer system to construct a beehive structure in the rear yard of a specific area. In effort to pick up the rear yard drainage, and not have drainage run off into the adjoining Haverstick neighborhood, an end section had to be proposed.

The Department of Engineering has reviewed the proposed grading of the yard swale in question and, given the site constraints related with the existing pond elevation, recommends approval by the Board contingent upon the following requirement:

- Inspection and maintenance of the end section be monitored by property owners of the end section location. An animal guard is to be placed and secured on the end section for prevention of animals and/or items entering the storm pipe system.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT

S:\BPW16\STORMWATERVARIANCE\RIDGEATLEGACY6ENDSECTION.DOC



STOEPPELWERTH

ALWAYS ON

ofc: 317.849.5935
fax: 317.849.5942

7965 East 106th Street
Fishers, IN 46038-2505
www.stoepfelwerth.com

April 1, 2016

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

Attention: Alex Jordan

Re: The Ridge at The Legacy, Section 6
Variance Request – End Section in Rear Yard

Dear Mr. Jordan:

On behalf of the developer, Platinum Properties, LLC., we would like to request a variance from the Stormwater Technical Standards Manual 303.05 (8) which indicates that end sections on storm sewers shall not be permitted in rear yard swales. Due to the existing pond elevation and the existing perimeter grading we were not able to produce enough depth in the storm sewer system to construct a beehive structure in the rear yard of lots 133/134. In effort to pick up the rear yard swale drainage and not have the drainage run offsite to the existing Haverstick neighborhood, an end section had to be proposed. Therefore, we would like to request that an end section be permitted in this specific area.

Please feel free to call me and discuss any questions or concerns you may have. You may contact me at bhuff@stoepfelwerth.com or my direct line at (317) 570-4841.

Respectfully submitted,

STOEPPELWERTH & ASSOCIATES, INC.



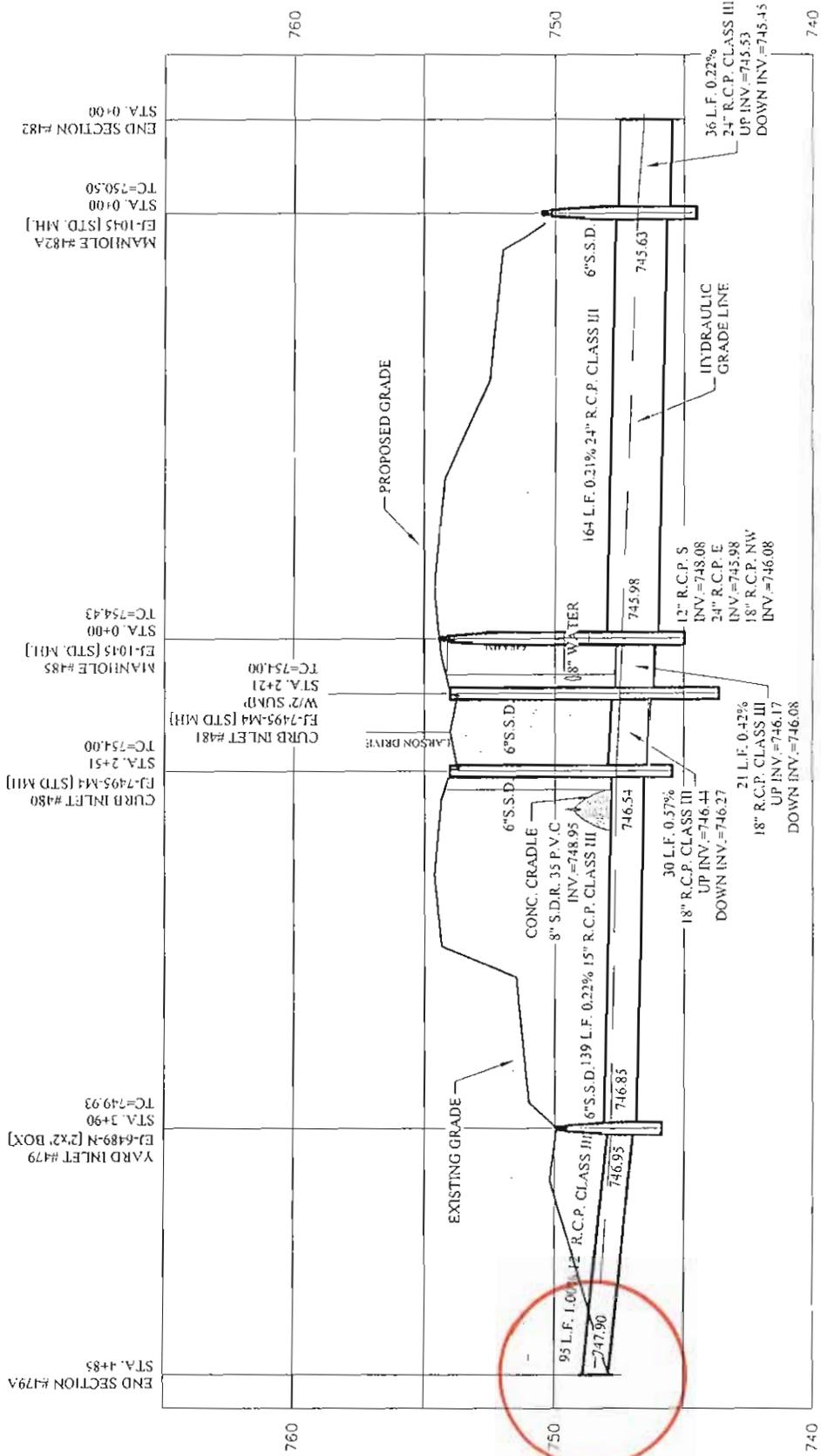
Brett A. Huff

Cc: Ed Fleming

BAH/meb
S:\55115PLA-MLS4\Blue_Book\Agency_Correspondence\Engineering-Variance End Section in Rear Yard 4-1-16.doc

LAND DEVELOPMENT SUPPORT SOLUTIONS

ENGINEERING | SURVEYING





April 11, 2016

JAMES BRAINARD, MAYOR

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

RE: REQUEST FOR VARIANCE (FENCE & LANDSCAPING IN EASEMENT) – 13232 BROAD STREET, CARMEL INDIANA 46032

Dear Board Members:

Graham Rahal, owner of the property with a common address of 13232 Broad Street, has requested a variance from Section 6-227(a)(4) of the City of Carmel Code for the installation of a fence and landscaping in a portion of the lot designated as a 15' Drainage, Utility, and Sewer Easement.

It is not expected that the installation of the fence and landscaping 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. Petitioner enters into a Consent-to-Encroach Agreement with the City and records the Agreement.
2. Petitioner (and successors and assigns) agrees to remedy any drainage issues resulting from the installation of the fence and landscaping that, in the opinion of the City, represent a Detriment as defined in City Code.
3. Petitioner shall obtain approval from the HOA for installation of the fence and landscaping if such approval is required by the restrictive covenants of the development.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\BPW16\13232BROADSTREETREQUESTFORVARIANCEFENCELANDSCAPING.DOC

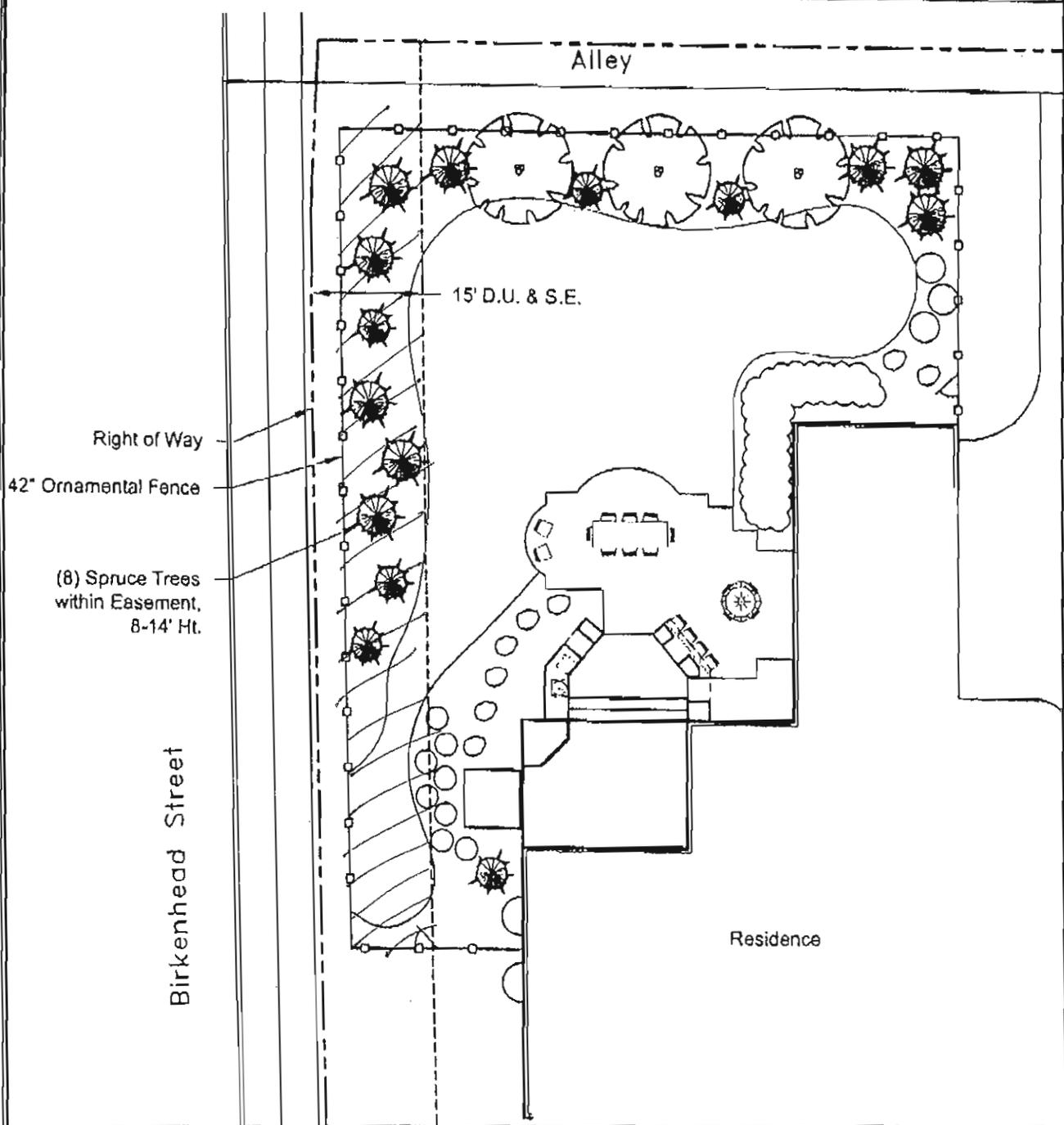
Rahal Residence

13232 Broad Street
Carmel, Indiana 46032

Approved by: _____

Date: _____

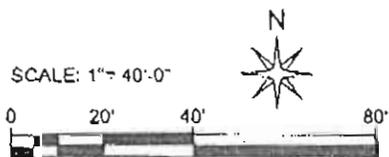
Outdoor Living
03/10/16



Fortville, Indiana
 P.O. Box 314
 Phone: (317)-485-6514
 Fax: (317)-485-7330
 shanesonlandscape.com

This landscape design is a guide for plant placement and hardscape layouts. Any changes to design installation causing price changes will need to be signed off on by client and designer.

Landscape lighting, invisible fencing and irrigation lines & heads must be noted to us by client or any reports will be client's responsibility.





April 11, 2016

JAMES BRAINARD, MAYOR

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

RE: REQUEST FOR VARIANCE (FENCE IN EASEMENT) – 10130 HILLSDALE DRIVE, CARMEL INDIANA 46032

Dear Board Members:

Patrick Stoffregen & Angela Milss, owners of the property with a common address of 10130 Hillsdale 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 5' Utility 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, represents a Detriment as defined in City Code.
3. Petitioners shall obtain permission from the adjoining homeowners if the fence is to connect onto an adjacent fence.
4. Petitioners shall 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\10130HILLSDALEDRREQUESTFORVARIANCEFENCE.DOC

EXHIBIT B

SURVEYOR LOCATION REPORT

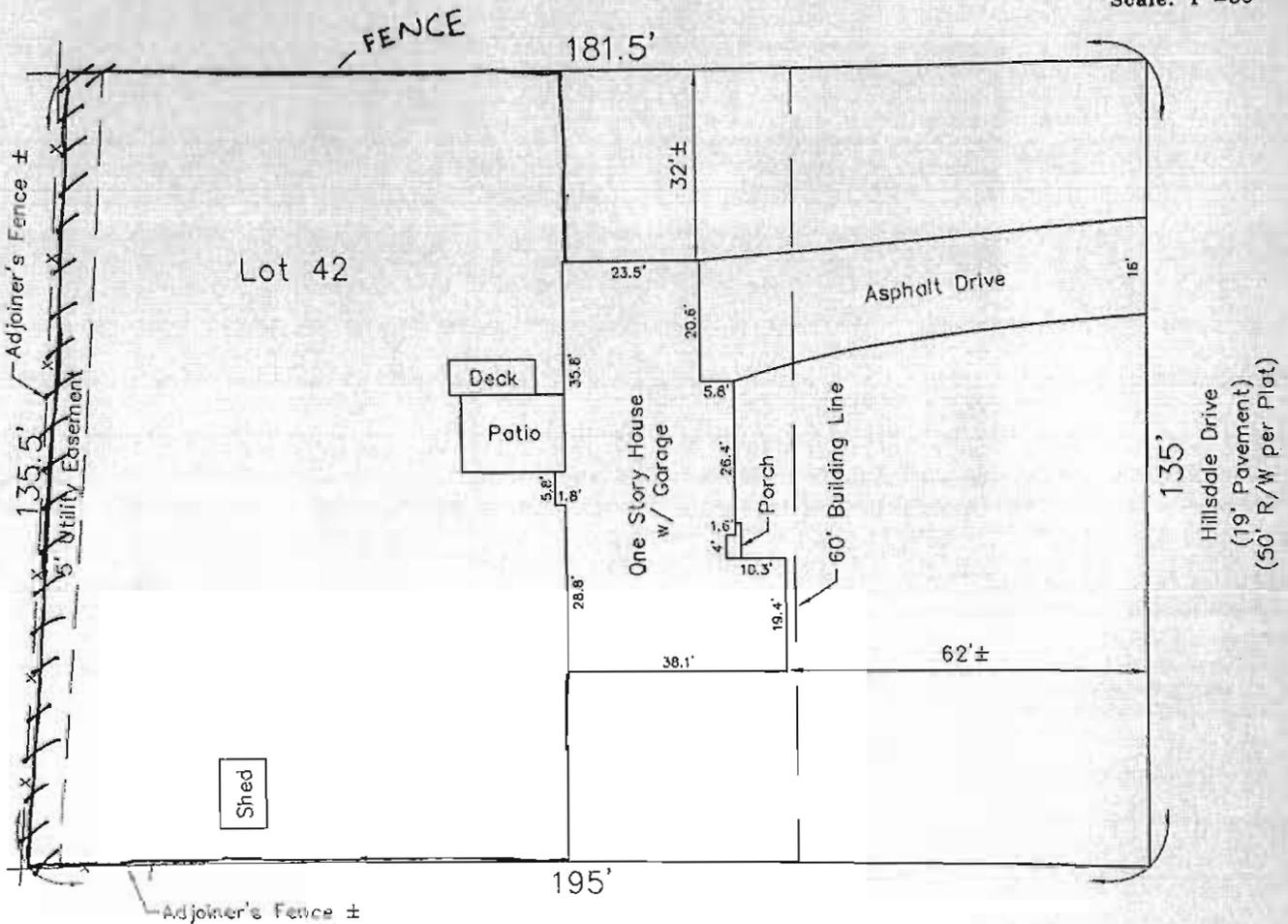
I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in Sections 27 through 29 of 865 IAC 1-1-12 for a SURVEYOR LOCATION REPORT. Unless otherwise noted there is no visible evidence of possession lines found.

Note: Fence locations shown are approximate.
An accurate boundary survey is required to determine exact locations.

Note: Due to the lack of qualified monumentation found, the accuracy of this report is limited to 3'±.



Scale: 1"=30'



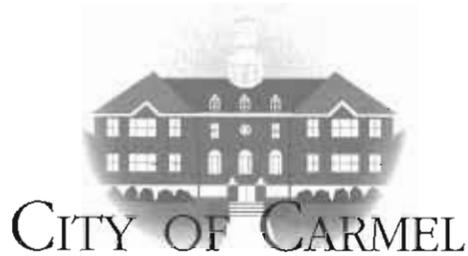
HAHN SURVEYING GROUP, INC.
Surveyors & Engineers
2850 E. 96th St., Indianapolis, IN 46240
PHONE: (317) 846-0840 or (317) 846-4119
FAX: (317) 846-4298 or (317) 582-0662



CERTIFIED: 02/02/2016

Chad D. Hahn

Chad D. Hahn
Registered Land Surveyor,
Indiana #20300031
Job No.: 2016021020
Sheet 2 of 2



JAMES BRAINARD, MAYOR

April 11, 2016

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

RE: CONSENT TO ENCROACH – 13232 BROAD STREET – FENCE AND LANDSCAPING IN EASEMENT

Dear Board Members:

A Consent to Encroach document signed by Mr. Graham Rahal, owner of the property with a common address of 13232 Broad Street, 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 20, 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\13232BROADSTREETENCROACHMENT.DOC

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the “Agreement”) is entered into by and between Graham Rahal, 13232 Broad Street, Carmel, Hamilton County, Indiana 46032, (individually and collectively, “Owner”), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety (“City”).

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 150 (“Lot”) in the Village of WestClay, Section 10012 which is located within the corporate limits of the City of Carmel, Indiana (“Subdivision”), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 3, Slide Number 5, Instrument Number 200600002792 in the Office of the Hamilton County Recorder on January 23, 2006, as Village of WestClay, Section 10012 Replat (the “Plat”); and

WHEREAS, the current Owner wishes to install a 42” ornamental fence and landscaping on the Lot (the “Site Improvement”); and

WHEREAS, Owner has given the City a sketch (“Sketch”) depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 15’ Drainage, Utility, and Sewer Easement, identified as “15’ D.U.&S.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 20, 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"

GRAHAM RAHAL

Signature

Date:

[Handwritten Signature]
3/22/16

STATE OF INDIANA)

COUNTY OF Marion)

) SS:

Before me, a Notary Public in and for said County and State, personally appeared GRAHAM RAHAL, 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 22nd day of March, 2016

My Commission Expires:

10-20-21



Jama R. Hufford
 NOTARY PUBLIC
Jama R. Hufford
 Printed Name

My County of Residence: Hancock

“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 150 IN THE VILLAGE OF WESTCLAY, SECTION 10012 REPLAT, RECORDED IN THE OFFICE OF THE HAMILTON COUNTY RECORDER ON JANUARY 23, 2006 IN PLAT CABINET 3, SLIDE 5, AS INSTRUMENT NUMBER 200600002792

Rahal Residence

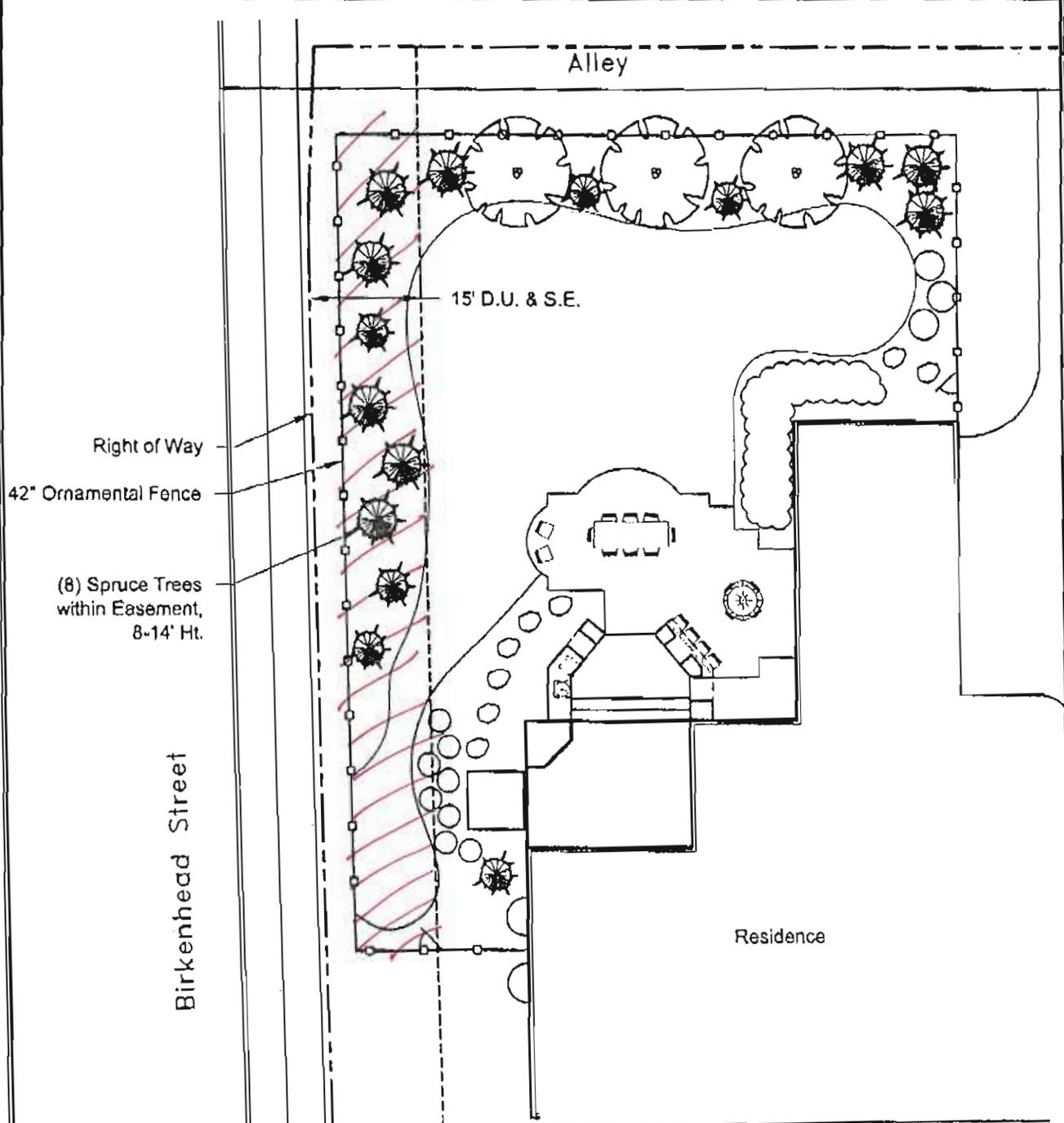
13232 Broad Street
Carmel, Indiana 46032

Approved by: _____

Date: _____

Outdoor Living

03/10/16



Right of Way

42" Ornamental Fence

(8) Spruce Trees
within Easement,
8-14' Ht.

Birkenhead Street

Alley

15' D.U. & S.E.

Residence



Fortville, Indiana
P.O. Box 314
Phone: (317)-445-6514
Fax: (317)-445-7333
shaneslandscape.com

This landscape design is a guide for plant placement and hardscape layout. Any changes to design installation causing price changes will need to be signed off on by client and designer.

Landscape lighting, invisible fencing and irrigation lines & heads must be noted to us by client or any reports will be client's responsibility.

SCALE: 1" = 40'-0"





JAMES BRAINARD, MAYOR

April 11, 2016

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

RE: CONSENT TO ENCROACH – 10130 HILLSDALE DRIVE – FENCE IN EASEMENT

Dear Board Members:

A Consent to Encroach document signed by Patrick Stoffregen & Angela Mills, owners of the property with a common address of 10130 Hillsdale 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 20, 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\10130HILLSDALEDRENCROACHMENT.DOC

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Patrick J. Stoffregen & Angela D. Mills, 10130 Hillsdale Drive, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 42 ("Lot") in Holaday Hills & Dales, Section 2 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 Deed Book 139, Page 375, Instrument Number 11599 in the Office of the Hamilton County Recorder on July 6, 1954, as Holaday Hills & Dales, Section 2 (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 5' Utility Easement, identified as "5' Utility Easement" 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 20, 2016; and

AS ADM

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.

“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, Clrk-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 42 IN HOLADAY HILLS & DALES, SECTION 2, RECORDED IN THE OFFICE OF THE HAMILTON COUNTY RECORDER ON JULY 6, 1954 IN DEED BOOK 139, PAGE 375, AS INSTRUMENT NUMBER 11599

EXHIBIT B

SURVEYOR LOCATION REPORT

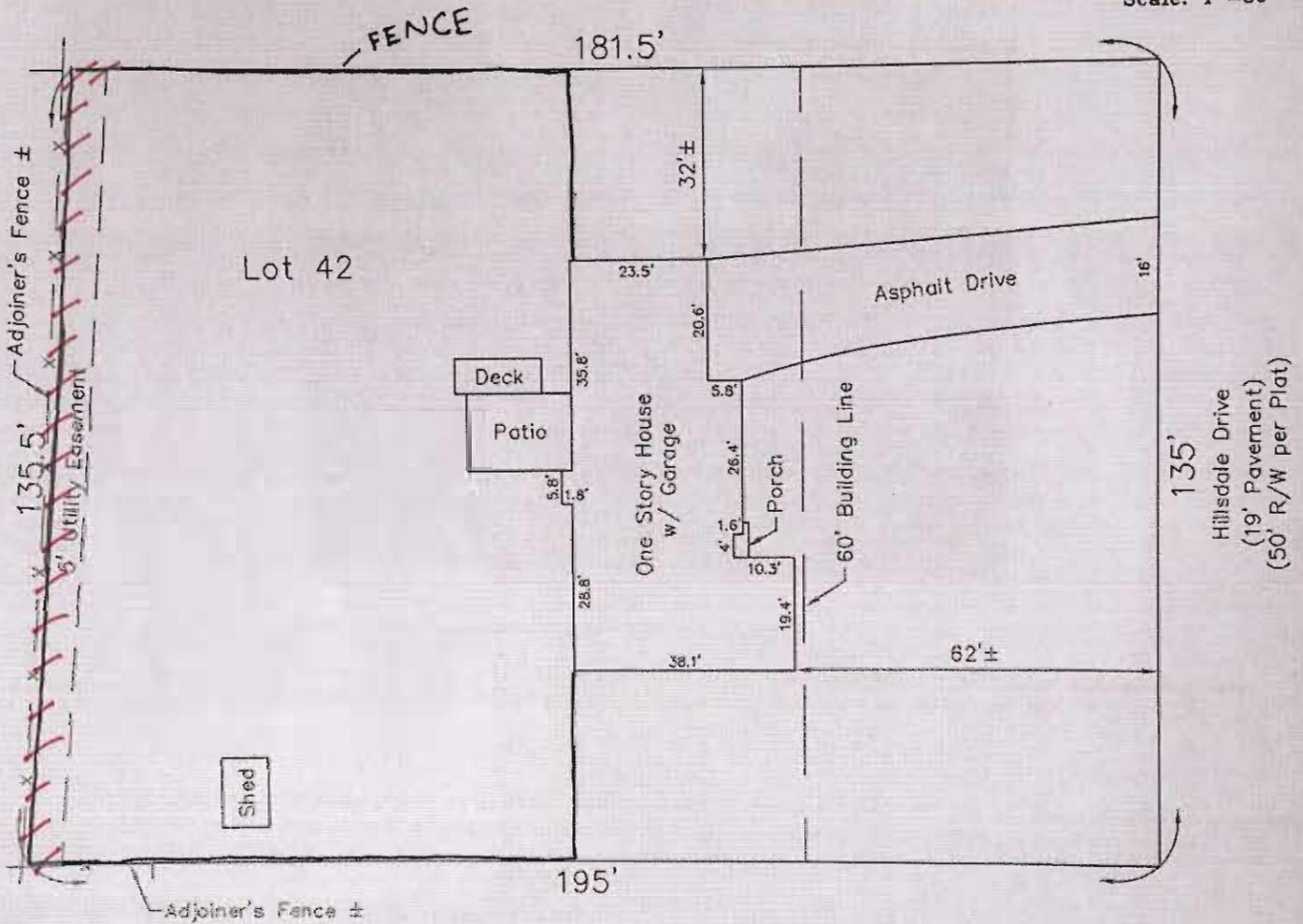
I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in Sections 27 through 29 of 865 IAC 1-1-12 for a SURVEYOR LOCATION REPORT. Unless otherwise noted there is no visible evidence of possession lines found.

Note: Fence locations shown are approximate.
An accurate boundary survey is required to determine exact locations.

Note: Due to the lack of qualified monumentation found, the accuracy of this report is limited to 3'±.



Scale: 1"=30'



HAHN SURVEYING GROUP, INC.

Surveyors & Engineers

2850 E. 96th St., Indianapolis, IN 46240

PHONE: (317) 846-0840 or (317) 846-4119

FAX: (317) 846-4298 or (317) 582-0662



CERTIFIED: 02/02/2016

Chad D. Hahn

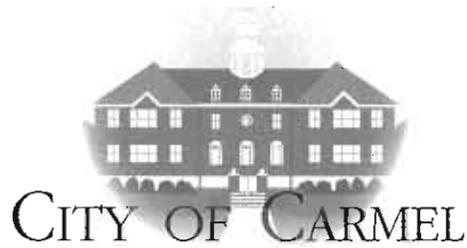
Chad D. Hahn

Registered Land Surveyor,

Indiana #20300031

Job No.: 2016021020

Sheet 2 of 2



JAMES BRAINARD, MAYOR

April 12, 2016

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

RE: THE PRESERVE AT BEAR CREEK SECTION 2

Dear Board Members:

Mr. Mason McQuinn, Pulte Group, has requested the plat of The Preserve at Bear Creek Section 2 be placed on the Board of Public Works and Safety agenda for approval and signatures.

This plat consists of 47 lots and is part of Section 19, Township 18 North, Range 3 East in Clay Township, Hamilton County, IN.

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

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: Mylar Plat

S:\BPW16\RECORDPLAT\PRESERVEATBEARCREEKSECTION2. DOC



Mr. Barnes,

I am sending you this letter to request that the plat for Bear Creek Section 2 be placed on the next Carmel BPW agenda.

Please let me know if you have any questions.

Sincerely,

Mason McQuinn

THE PRESERVE AT BEAR CREEK

SECTION 2

SECONDARY PLAT

CLAY TOWNSHIP, HAMILTON COUNTY
(SECTION 19, TOWNSHIP 18 NORTH, RANGE 3 EAST)

THIS INSTRUMENT PREPARED BY:
LYNN ORSMAN
COLOR CONSULTING & LAND SERVICES, CORPORATION
303 W. MAIN STREET
MARIETTA, OHIO 44130-0012
PHONE: (766) 543-5943

DEVELOPED BY:
PALTE HOMES OF INDIANA, LLC
11500 NORTH MERIDIAN ST.
CLAYTON, INDIANA 46532
PHONE: (317) 575-2350

DEVELOPMENT STANDARDS
BEAR CREEK PUD
ORDINANCE NO. 7-588-114



Assumed North
0 62.5 125 250
Scale: 1" = 125'

Vicinity Map

NOT TO SCALE

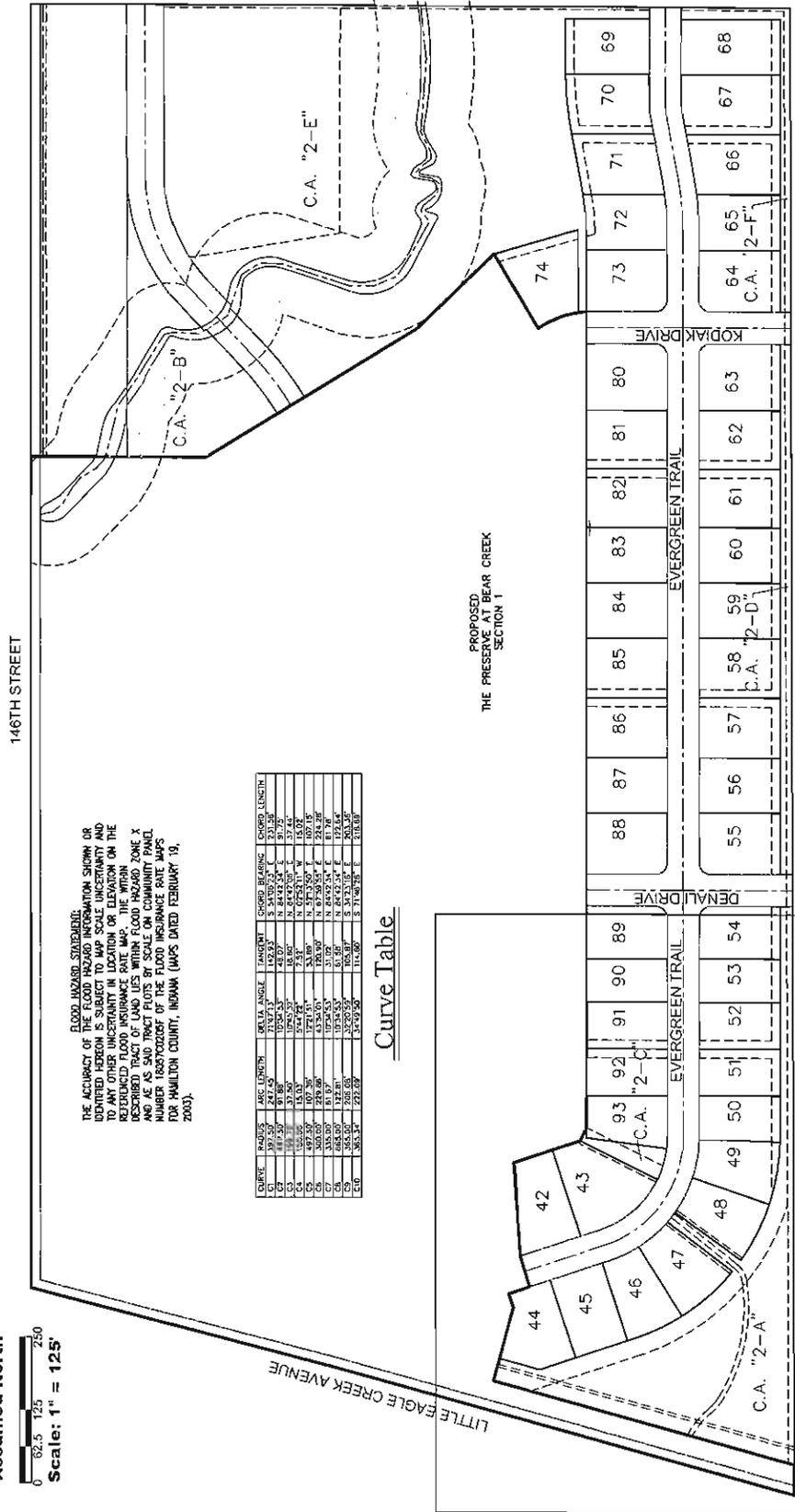


- | | | |
|-----------------------------|-----|---------------------------------|
| 75' LOTS: | 25' | 25' |
| MIN. FRONT SETBACK | 20' | 5' (FRONT LOAD GARAGE) |
| MIN. REAR SETBACK | 5' | 5' (SIDE LOAD GARAGE) |
| MIN. SIDE SETBACK | 3' | MIN. AGGREGATE SIDE SETBACK 16' |
| MIN. AGGREGATE SIDE SETBACK | 10' | MIN. DWELLING SEPARATION 45X |
| MIN. DWELLING SEPARATION | 10' | MAX. LOT COVERAGE 45X |
| MAX. LOT COVERAGE | 45X | |

FLOOD HAZARD STUDY:
THE ACCURACY OF THE FLOOD HAZARD INFORMATION SHOWN OR IDENTIFIED HEREON IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THE WITHIN DESCRIBED TRACT OF LAND LIES WITHIN FLOOD HAZARD ZONE X (SPECIAL FLOOD HAZARD AREA) AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 180270002E OF THE FLOOD INSURANCE RATE MAPS FOR HAMILTON COUNTY, INDIANA (MAPS DATED FEBRUARY 19, 2003).

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	197.50'	247.45'	116.71°	109.93'	S 53.05°22' E	233.28'
C2	181.71'	217.80'	109.25°	185.90'	N 64.44°00' E	277.44'
C3	155.05'	185.33'	94.47°	7.51'	S 67.50°31' W	158.02'
C4	200.00'	251.33'	120.00°	170.00'	N 67.50°31' E	232.28'
C5	200.00'	251.33'	120.00°	170.00'	N 67.50°31' E	232.28'
C6	333.00'	51.17'	17.92°	31.07'	N 89.92°54' E	81.78'
C7	333.00'	51.17'	17.92°	31.07'	N 89.92°54' E	81.78'
C8	285.00'	242.03'	125.25°	168.89'	S 54.72°15' E	293.35'
C9	285.00'	242.03'	125.25°	168.89'	S 54.72°15' E	293.35'
C10	365.34'	227.09'	114.60°	114.60'	S 71.90°25' E	218.89'

Curve Table



SHEET 2

SEE SHEET 1 FOR CURVE TABLE
SEE SHEET 6 FOR LAND DESCRIPTION

Site Map

THE PRESERVE AT BEAR CREEK

SECTION 2

SECONDARY PLAT

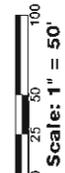
CLAY TOWNSHIP, HAMILTON COUNTY
(SECTION 19, TOWNSHIP 18 NORTH, RANGE 3 EAST)

THIS INSTRUMENT PREPARED BY:
LAWN OSBORN
COUR CONSULTING & LAND SERVICES, CORPORATION
303 W. MAIN STREET
KINGSTOWN, IN 46140-0012
PHONE: (765) 345-5943

DEVELOPED BY:
PULTE HOMES OF INDIANA, LLC
11590 NORTH MERIDIAN ST.
SUITE 530
DANIEL, INDIANA 46033
PHONE: (317) 375-2350



Assumed North



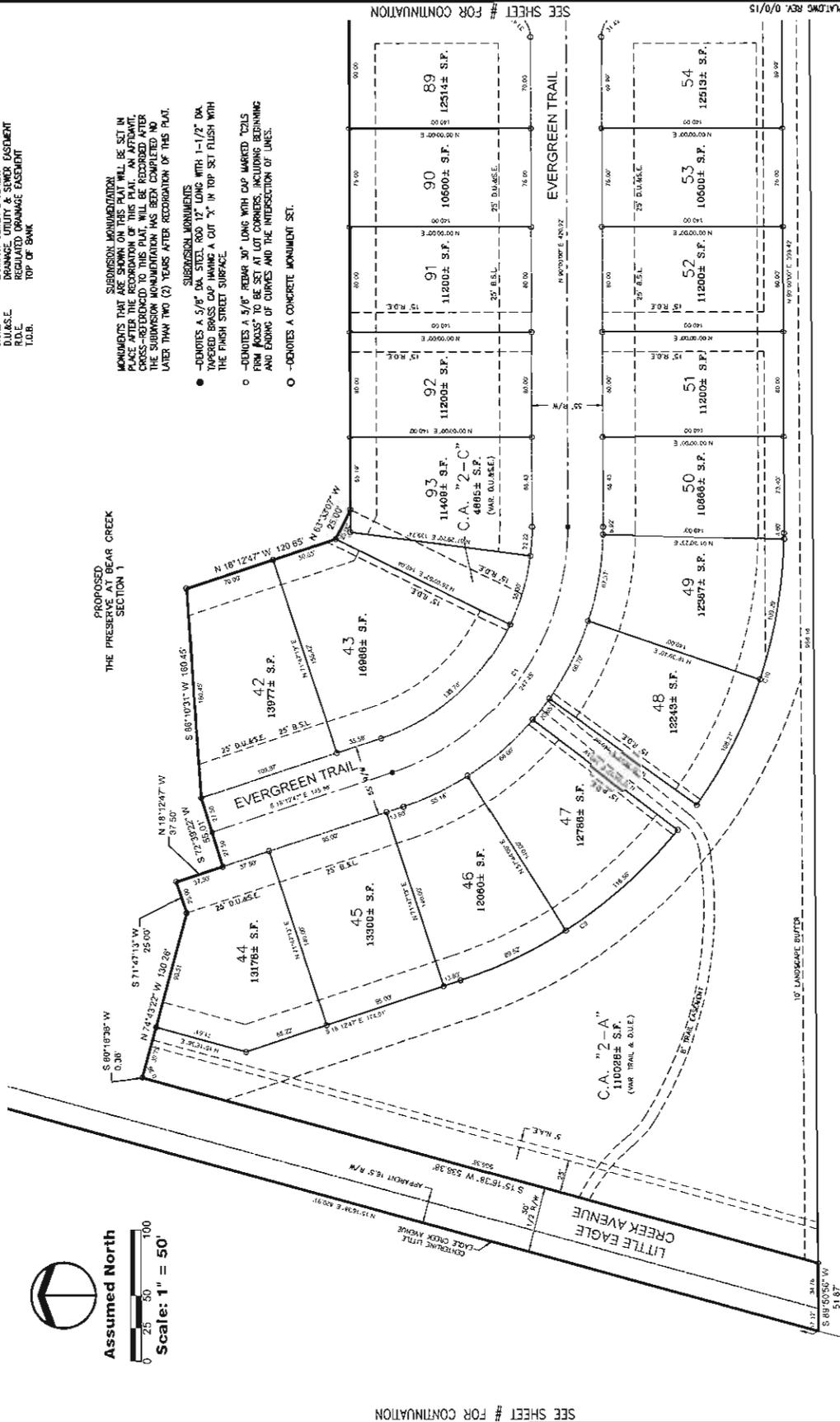
LEGEND

ZS	LOT NUMBER
D.M.E.	DRAINAGE & UTILITY EASEMENT
B.S.L.	BUILDING SETBACK LINE
C.A.	COMMON AREA
S.S.E.	SEMI-PRIVATE CENTER EASEMENT
R.E.S.E.	REGULATED EASEMENT
P.O.B.	PROPOSED ORANGE EASEMENT
T.O.B.	TOP OF BANK

SUBDIVISION MONUMENTATION
MONUMENTS THAT ARE SHOWN ON THIS PLAT WILL BE SET IN PLACE AFTER THE RECORDED OF THIS PLAT. AN AFFIDAVIT, CROSS-REFERENCED TO THIS PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED AND LATER THAN TWO (2) YEARS AFTER RECORDED OF THIS PLAT.

SUBDIVISION MONUMENTS

- - DENOTES A 5/8" DIA. STEEL ROD 12" LONG WITH 1-1/2" DIA. TAPERED BRASS CAP HAVING A CUT "X" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.
- - DENOTES A 5/8" PEXDA 30" LONG WITH CAP MARKED "ZLS" FROM JOBS TO BE SET AT LOT CORNERS INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.
- - DENOTES A CONCRETE MONUMENT SET.



SEE SHEET 1 FOR CURVE TABLE
SEE SHEET 6 FOR LAND DESCRIPTION

THIS INSTRUMENT PREPARED BY:
 LYNN OSWALD
 COOK CONSULTING & LAND SERVICES CORPORATION
 1000 WEST WASHINGTON
 MADISON, WI 53703-4800
 PHONE: (763) 345-5943

DEVELOPED BY:
 PLATE HOMES OF INDIANA, LLC
 11500 NORTH MERIDIAN ST.
 CARMEL, INDIANA 46032
 PHONE: (317) 575-2350

THE PRESERVE AT BEAR CREEK

SECTION 2

SECONDARY PLAT

CLAY TOWNSHIP, HAMILTON COUNTY
 (SECTION 19, TOWNSHIP 18 NORTH, RANGE 3 EAST)



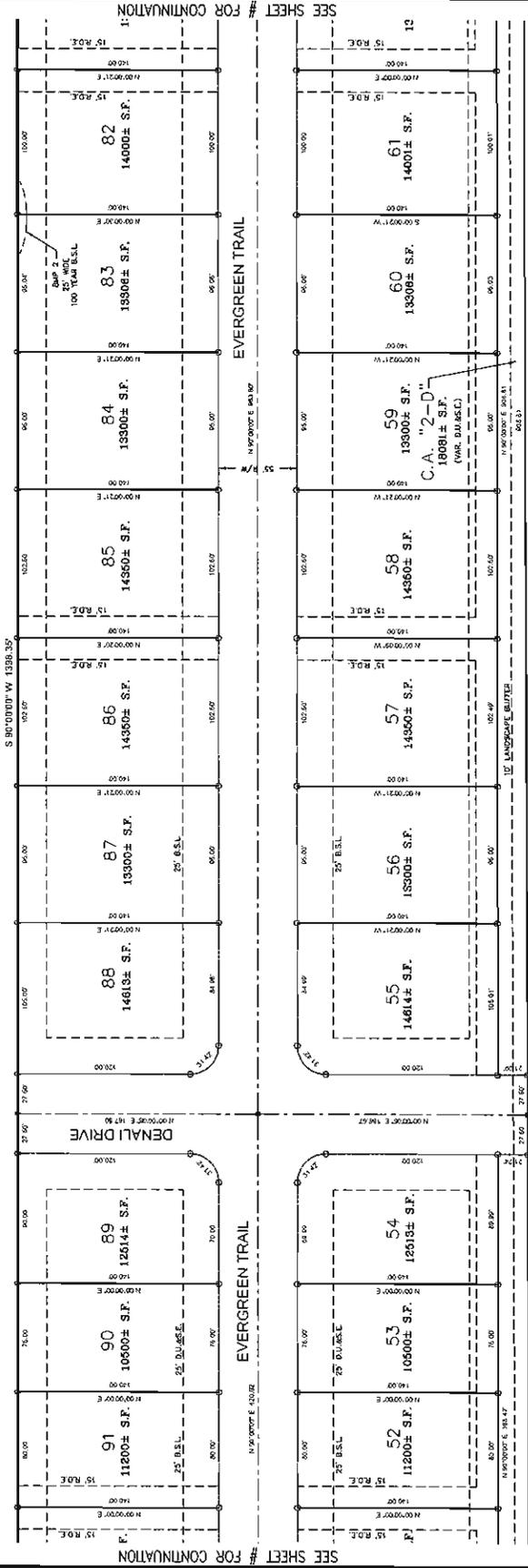
Assumed North
 Scale: 1" = 50'

- SUBMISSION MONUMENTS WILL BE SET IN PLACE AFTER THE RECORDED OF THIS PLAT. AN AFTERMATH CROSS-REFERENCED TO THIS PLAT, WILL BE RECORDED AFTER THE SUBMISSION MONUMENT HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDED OF THIS PLAT.
- SUBMISSION MONUMENTS:
- -MONUMENTS A 5/8" DIA. STEEL ROD 12" LONG WITH 1-1/2" DIA. TAPERED BRASS CAP HAVING A CUT "X" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.
 - -MONUMENTS A 5/8" REBAR 30" LONG WITH CAP MARKED "CLS FROM PROPS" TO BE SET AT LOT CORNERS, INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.
 - -DENOTES A CONCRETE MONUMENT SET.

LEGEND

- | LOT NUMBER | DESCRIPTION |
|------------|------------------------------------|
| 25 | D.U.A.L.E. |
| B.S.L. | BUILDING SETBACK LINE |
| C.A. | CURVE CENTER |
| C.A. "2-D" | CURVE CENTER (WR. DUBUCS) |
| D.U.A.L.E. | DRAINAGE, UTILITY & SEWER EASEMENT |
| R.O.E. | REGULATED DRAINAGE EASEMENT |
| T.O.B. | TOP OF BANK |

PROPOSED
 THE PRESERVE AT BEAR CREEK
 SECTION 1



SEE SHEET 1 FOR CURVE TABLE
 SEE SHEET 6 FOR LAND DESCRIPTION

THE PRESERVE AT BEAR CREEK

SECTION 2

SECONDARY PLAT

CLAY TOWNSHIP, HAMILTON COUNTY
(SECTION 19, TOWNSHIP 18 NORTH, RANGE 3 EAST)

THIS INSTRUMENT PREPARED BY:
LYNN ORSKOV
COOR CONSULTING & LAND SERVICES, CORPORATION
303 W. MAIN STREET
MARIETTA, OHIO 45750
PHONE (716) 345-5143

DEVELOPED BY:
PAULIE HANES OF INDIANA, LLC
11500 NORTH MERIDIAN ST.
INDIANAPOLIS, INDIANA 46232
PHONE: (317) 575-2350

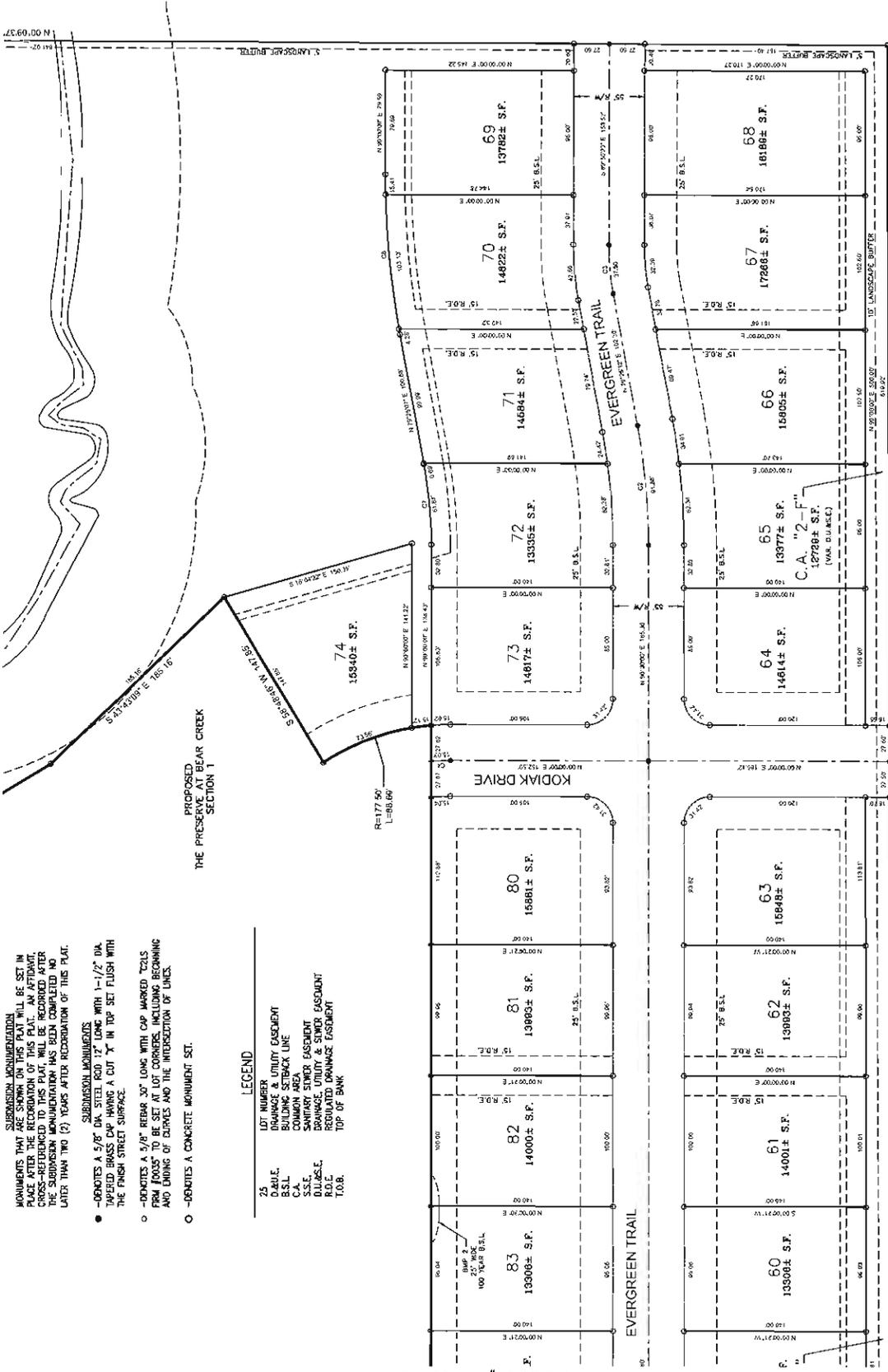


Assumed North
0 25 50 100
Scale: 1" = 50'

- SUBMISSION MONUMENTATION**
MONUMENTS THAT ARE SHOWN ON THIS PLAT WILL BE SET IN PLACE AFTER THE RECORDATION OF THIS PLAT. AN AFFIDAVIT, FILED WITH THIS INSTRUMENT, STATES THAT THE SUBMISSION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDATION OF THIS PLAT.
- SUBMISSION MONUMENTS**
- - DENOTES A 2 1/2" DIA. STEEL ROD 12" LONG WITH 1-1/2" DIA. TAPPED BRASS CAP HAVING A CUT "X" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.
 - - DENOTES A 1/8" REBAR 30" LONG WITH CAP MARKED "2015 FROM 10035" TO BE SET AT LOT CORNERS INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.
 - - DENOTES A CONCRETE MONUMENT SET.

LEGEND

- | | |
|------------|--------------------------------|
| 25 | LOT NUMBER |
| D.U.B.L.E. | DRAINAGE & UTILITY EASEMENT |
| B.S.L. | BUILDING SETBACK LINE |
| C.A. | COMMON AREA |
| S.S.E. | SANITARY SEWER EASEMENT |
| B.U.S.E. | BURIED UTILITY SINKER EASEMENT |
| R.O.E. | REGULATED DRAINAGE EASEMENT |
| T.O.B. | TOP OF BANK |



SEE SHEET # FOR CONTINUATION

SEE SHEET # FOR CONTINUATION

SEE SHEET 1 FOR CURVE TABLE
SEE SHEET 6 FOR LAND DESCRIPTION

THE PRESERVE AT BEAR CREEK

SECTION 2

SECONDARY PLAT

CLAY TOWNSHIP, HAMILTON COUNTY
(SECTION 19, TOWNSHIP 18 NORTH, RANGE 3 EAST)



Assumed North
Scale: 1" = 50'

THIS INSTRUMENT PREPARED BY:
LINK ORRVAR
CORR CONSULTING & LAND SERVICES, CORPORATION
303 W. MAIN STREET
ANDREWS TWP, IN 46188-0012
PHONE: (716) 342-3943

DEVELOPED BY:
PLATE HOMES OF INDIANA, LLC
11500 NORTH HERDMAN ST.
CLAY TOWNSHIP, HAMILTON COUNTY, IN 46188-0012
PHONE: (317) 575-2350

N.E. CORNER
S.1/4 - T.18N - R.3E
PER COUNTY REFERENCES

N.E. CORNER
S.1/4 - T.18N - R.3E
PER COUNTY REFERENCES

S.E. CORNER
S.1/4 - T.18N - R.3E
PER COUNTY REFERENCES

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S.1/4 - T.18N - R.3E
PER COUNTY REFERENCES

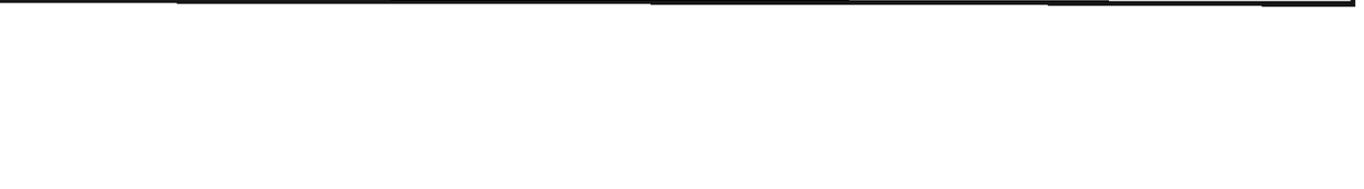
N.E. CORNER
S.1/4 - T.18N - R.3E
PER COUNTY REFERENCES

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S.1/4 - T.18N - R.3E
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S.1/4 - T.18N - R.3E
PER COUNTY REFERENCES

N.E. CORNER
S.1/4 - T.18N - R.3E
PER COUNTY REFERENCES



- MONUMENTS THAT ARE SHOWN ON THIS PLAT WILL BE SET IN PLACE AFTER THE REZONATION OF THIS PLAT. AN AFFRANCHI, CROSS-REFERENCED TO THIS PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER REZONATION OF THIS PLAT.
- SUBDIVISION MONUMENTS
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 - DENOTES A 5/8" REBAR 30" LONG WITH CAP MARKED "2015". FIRM PEGS TO BE SET AT LOT CORNERS, INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.
 - DENOTES A CONCRETE MONUMENT SET.
- LEGEND
- | 25 | LOT NUMBER |
|----|------------------------------------|
| ○ | D.U.A.L.E |
| ○ | DRAINAGE & UTILITY EASEMENT |
| ○ | B.S.L. |
| ○ | BUILDING SETBACK LINE |
| ○ | W.P. |
| ○ | WATER EASEMENT |
| ○ | SANITARY SEWER EASEMENT |
| ○ | S.S.E. |
| ○ | DRAINAGE, UTILITY & SEWER EASEMENT |
| ○ | D.U.A.S.S. |
| ○ | REGULATED DRAINAGE EASEMENT |
| ○ | R.D.E. |
| ○ | TOP OF BANK |
| ○ | T.O.B. |

SEE SHEET 1 FOR CURVE TABLE
SEE SHEET 6 FOR LAND DESCRIPTION

