

**Board of Public Works and Safety Meeting**  
**AGENDA**  
**Wednesday, October 19, 2016 – 10:00 a.m.**  
**Council Chambers City Hall One Civic Square**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the October 5, 2016, Regular Meeting**

**2. BID/QUOTE OPENINGS AND AWARDS**

- a. **Bid Opening for #16-SW-88 – Small Structure & Culvert Lining – 8, 30, 33, 49, 98, 104;; Jeremy Kashman, City Engineer TABLED**
- b. **Bid Opening for City-Wide Residential Solid Waste, Yard Waste, Recycling Collection and Disposal; John Duffy, Director of Department of Utilities**
- c. **Bid Opening for 2016 New Vacuum Sweeper; Dave Huffman, Street Commissioner**
- d. **Request to Reject Bids for Roundabout Improvements at 106<sup>th</sup> Street and Towne Road, 16-ENG-39; Jeremy Kashman, City Engineer**

**3. PERFORMANCE RELEASES**

- a. **Resolution BPW-10-19-16-01; Bonbar at Monon Lake; Streets/Curb; Matt Howard, M/I Homes**

**4. CONTRACTS**

- a. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$155,300.00); Midtown East Design – Supplemental Preliminary Engineering; Additional Services #2A; Jeremy Kashman, City Engineer**
- b. **Request for Purchase of Goods and Services; First Group Engineering; (\$11,800.00); Alternate Two A Modified – Unnamed Tributary of Williams Creek; Additional Services #1; Jeremy Kashman, City Engineer**
- c. **Request for Purchase of Goods and Services; Shrewsberry; (\$12,100.00); Roundabout Landscape Improvements – 106<sup>th</sup> Street and Towne Road; Additional Services #1; Jeremy Kashman, City Engineer**
- d. **Request for Purchase of Goods and Services; Shrewsberry; (\$29,850.00); 126<sup>th</sup> Street Landscape Improvements; Additional Services #2; Jeremy Kashman, City Engineer**

- e. **Request for Purchase of Goods and Services; Smock Fansler Corporation; (\$1,277,762.00); Roundabout Landscape Improvements – South West Clay;** Jeremy Kashman, City Engineer
- f. **Request for Purchase of Goods and Services; Wilkinson Brothers; (\$3,500.00); Paint Midtown Water Tower;** John Duffy, Director of Department of Utilities
- g. **Request for Purchase of Goods and Services; Kronos incorporated; (\$10,235.03); Software Support Services; Additional Services Amendment;** Chief Dave Haboush, Carmel Fire Department
- h. **Request for Purchase of Goods and Services; Gradex, Inc.; (\$29,790.60); 126<sup>th</sup> Street Improvements Project # 16-ENG-04; Change Order #1;** Jeremy Kashman, City Engineer
- i. **Request for Purchase of Goods and Services; Vitals SmartShopper; SmarShopper Program for Healthcare Services;** Barb Lamb, Director of Human Resources

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

- a. **Request to Use City Gazebo; Relay for Life Event; June 3, 2017; 9:00 a.m. – 12:00 p.m.;** Jordan Tojo, Relay for Life
- b. **Request to Use Caucus Room; Annual Meeting; November 14, 2016; 5:30 p.m. – 7:30 p.m.;** Gretchen Lough, Creekside HOA
- c. **Request to Use Council Chambers; Club Meeting; November 17, 2016/ June 26, 2017/ February 23, 2017/ March 23, 2017 April 27, 2017; 7:00 p.m. – 9:00 p.m.;** Bret Clement, Hoosier Daylily Society
- d. **Request to Use City Streets; Outdoor Festival; October 29, 2016; 2:00 p.m. – 1:00 a.m.;** Yolanda Mensik, Danny Boy Beer Works
- e. **Request to Use Gazebo; Half Marathon & 5k; December 10, 2016; 7:00 a.m. – 2:00 p.m.;** James Nichols, 131 Event Productions LLC
- f. **Request to Use City Streets; Arts Festival; September 22, 2017/ September 23, 2017/ September 24, 2017; 3:00 p.m. on 9/22 – 8:00 p.m. on 9/24;** Dawn Fraley, Carmel International Arts Festival

## **6. OTHER**

- a. **Request Memorandum of Understating; The Noblesville Fire Department/the Westfield Fire Department/Fishers Department of Fire & Emergency Services/Cicero Fire Department; Collaborative New Applicant Testing;** Chief Dave Haboush, Carmel Fire Department
- b. **Request for Street Closure/Open Pavement Cut/Pathway and Sidewalk Closure; 106<sup>th</sup> Street from Ditch Road West to Clay Township Waste Water;** Jason Davis, Layne Heavy Civil
- c. **Request for Lane Restriction/Open Pavement Cut; Pennsylvania Street;** Kevin Maxwell, OCM Communications

- d. **Request for Additional Curb Cut; 13078 Horseferry Road;** Steven Moed, SLM Homes, LLC
- e. **Request for Sidewalk Closure/Open Cut/Lane Restriction; 145 Nappanee Drive & 833 Oswego Drive;** Resa Glover, Vectren
- f. **Request for Right of Way Dedication; 13085 Hamilton Crossing Boulevard;** Jeremy Kashman, City Engineer
- g. **Request for Secondary Plat Approval; The Meadows at the Legacy Section 4;** Brett Huff, Stoepplewerth
- h. **Request for Secondary Plat Approval; Albany Place Section 1;** Brett Huff, Stoepplewerth
- i. **Request for Variance; 2540 Wineland Creek Drive;** Edmond Gray, Homeowner
- j. **Request for Consent to Encroach; 2540 Wineland Creek Drive;** Edmond Gray, Homeowner

**7. ADJOURNMENT**

**Board of Public Works and Safety Meeting**  
**MINUTES**  
**Wednesday, October 5, 2016 – 10:00 a.m.**  
**Council Chambers City Hall One Civic Square**

**MEETING CALLED TO ORDER**

*Board Member Burke called the meeting to order at 10:00 a.m.*

**MEMBERS PRESENT**

*Board Members Mary Ann Burke and Lori Watson, Clerk-Treasurer Christine Pauley, and Deputy Clerk Jacob Quinn*

*Mayor James Brainard was not present*

**MINUTES**

*Minutes for the September 21, 2016, Regular Meeting were approved 2-0*

**BID/QUOTE OPENINGS AND AWARDS**

*Bid Award for Rock Salt Bid; Cargill was the lowest and most responsive; (\$103.79 per ton). Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Bid Award for Carmel Roundabout Landscape Improvements; Smock Fansler Corporation was the lowest and most responsive; (\$1,277,762). Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Bid Opening for #16-SW-88 – Small Structure & Culvert Lining – 8, 30, 33, 49, 98, 104; This item was tabled.*

*Bid Opening for #16-ENG-101 – 4<sup>th</sup> Street SW – 1<sup>st</sup> Avenue SW to Monon Boulevard; Board Member Burke opened the bids and read them aloud:*

<i>Company</i>	<i>Amount</i>
<i>Crider &amp; Crider</i>	<i>\$1,467,000.00</i>
<i>Morphey Construction</i>	<i>\$1,752,399.00</i>

*Bid Opening for Breathing Air Trailer; Board Member Burke opened the bids and read them aloud:*

<i>Company</i>	<i>Amount</i>
<i>Hoosier Fire Equipment, Inc</i>	<i>\$94,638</i>
<i>SCBAS, Inc.</i>	<i>\$83,352</i>

## **PERFORMANCE RELEASES**

*Resolution BPW-10-05-16-01; Preserve at Bear Creek Section 2; Water Main Improvements; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW-10-05-16-02; Meridian & Main Phase 1; Right of Way; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW-10-05-16-03; Meadows @ Legacy Sec. 3; Cherry Creek Blvd – Asphalt Path; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW-10-05-16-04; Meadows @ Legacy Sec. 3; On-site & Cherry Creek Street Signs; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW-10-05-16-05; Woodland Terrace at Carmel; Erosion Control; J Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW-10-05-16-06; Barrington of Carmel; Paving and Walk/Storm and Curb; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW-10-05-16-07; Mainstreet Carmel; Stormwater Work; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW-10-05-16-08; Grannan Grove Subdivision; Street Signs/Common Area & Sidewalks/ADA Ramps; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

## **CONTRACTS**

*Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$8,500.00); Small Structure Culvert Lining – Additional Culvert; Additional Services #13A; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$244,100.00); 4<sup>th</sup> Street SE, Rangeline Road Roundabout, 4<sup>th</sup> Street SW – Construction Inspection; Additional Services #15; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Purchase of Goods and Services; United Consulting; (\$19,450.00); Spring Mill Road Reconstruction from 111<sup>th</sup> Street to Main Street – Design Supplement; Additional Services*

#6; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Indiana Department of Transportation; (\$1,000,000); Local Roads and Bridges Matching Grants; 4<sup>th</sup> & Rangeline Roundabout & Construction of 4<sup>th</sup> from 3<sup>rd</sup> to 1st; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Interlocal Agreement; (\$24,800) Town of Zionsville; Construction of a Path on 116<sup>th</sup> Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Indy Trolley, LLC; (\$3,053.25) Trolley for December Events; Additional Services Agreements; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Commission on Accreditation for Law Enforcement Agencies, Inc; Addendum to Accreditation Agreement; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Meg & Associates, LLC; (\$10,000) Event Planning Services for Carmel on Canvas; Additional Services Agreements; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

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

Request to Use Japanese Garden (Gazebo in Case of Rain); Community Get Acquainted Picnic; October 16, 2016; 3:00 p.m. – 6:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use City Streets; HOA Fall Festival; October 22, 2016; 3:00 p.m. – 9:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Palladium Center Green; Celebration Station; October 13, 2016; 11:00 a.m. – 7:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use City Streets; Carmel on Canvas; September 16 & 17, 2016; 16 – All Day and the 17<sup>th</sup> until 9 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

### **OTHER**

Request for Lane Restrictions/Open Pavement Cuts; Main Street/Smokey Road and River Road in Area Bound by 146<sup>th</sup> St, US31; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

*Request for Lane Restriction; Old Meridian Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Additional Curb Cut; 10520 Roxley Bend Lot 5 Windsor grove II; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Lane Restrictions/Open Pavement Cuts; Old Meridian Street & Carmel Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Sidewalk Easement; Carmel View Drainage Project #16-SW-12 (Nine Agreements); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Right of Entry; 136<sup>th</sup> Street Between Gray & Keystone Multi-Use path (Ten Agreements); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Final Plat Approval; Camden Walk; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Replat Approval; The Cottages at Carmel; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Stormwater Technical Standards Variance; Kensington Green – Sections 302.06(2), Section 302.06(12) and Section 302-12; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Variance; 10533 Iron Horse Lane; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Variance; 12012 Leighton Court; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Consent to Encroach; 10533 Iron Horse Lane; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Consent to Encroach; 12012 Leighton Court; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Burke motion to add-on agenda item. Watson second. Motion approved 2-0. Request for Purchase of Goods and Services; Letter of Intent; Virgin Pulse, Inc. Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Board Member Burke recessed the meeting at 10:108 a.m. Meeting was reconvened at 10:20.*

*Chief David Haboush, Fire Chief, reviewed bids and recommended awarding bid to SBACAS for Breathing Air Trailer. Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Jeremy Kashman, City Engineer, reviewed bids and made a recommendation to award 16-ENG-101 – 4<sup>th</sup> Street SW – 1<sup>st</sup> Avenue SW to Monon Boulevard to Crider & Crider. Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

**ADJOURNMENT**

*Board Member Burke adjourned the meeting at 10:24 a.m.*

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*Christine S. Pauley – Clerk-Treasurer*

*Approved*

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*Mayor James Brainard*

**ATTEST:**

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*Christine S. Pauley - Clerk-Treasurer*

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

Date: October 19, 2016  
Resolution No: BPW-10-19-16-01

From: CITY ENGINEER

Principal: MI HOMES OF INDIANA L.P.

Surety: HANOVER INSURANCE COMPANY

Board Members:

I have conducted final inspection of the BONBAR AT MONON LAKE SUBDIVISION for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
STREETS	1041312	\$198,224.00
CURB	1041319	\$ 29,484.00

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

Maintenance Guarantee for BONBAR AT MONON LAKE listed above in the amount of 15% of the Performance Guarantee amount for STREETS be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years. (Maintenance amount to be \$29,733.60)  
Maintenance Guarantee for BONBAR AT MONON LAKE listed above in the amount of 15% of the Performance Guarantee amount for CURB be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years. (Maintenance amount to be \$4,422.60)

APPROVED:

  
\_\_\_\_\_  
JEREMY KASHMAN, P.E., City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 19TH day of October, 2016, that the listed Performance Guarantee for the BONBAR AT MONON LAKE project as listed above are hereby replaced 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



*Columbus/Cincinnati/Dayton, Ohio  
Indianapolis, Indiana  
Chicago, Illinois  
Tampa Bay/Orlando/Sarasota, Florida  
Charlotte/Raleigh, North Carolina  
Maryland/Virginia/Washington, D.C.  
Austin/Dallas/Ft. Worth/San Antonio, Texas*

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

March 10, 2016

Dear Mr. Barnes,

Please let this letter serve as a request for final inspection and board approval for the Bonbar subdivision. I am requesting that the following improvements be released from performance and released or converted to maintenance bonds.

Performance bonds currently in place requested to release or convert to maintenance:

• Curb	1041319	\$29,484.00
• Storm Sewer & Subdrain	1041318	\$296,685.00
• Storm Water BMP's	1041317	\$47,540.00
• Street Signs	1041315	\$2,520.00
• Streets	1041312	\$198,224.00
• Water	1041311	\$212,150.00
• Tree Clearing	0190029	\$42,948.00

Please let me know if you have any questions or concerns.

Thank you,



Matt Howard  
Land Development  
M/I Homes



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

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated March 16, 2016 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". 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, Professional shall certify that in signing this document, it does not engage in investment activities within the Country of Iran. The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA

CrossRoad Engineers, P.C.

by and through its Board of Public  
Works and Safety

By:

By:

James Brainard, Presiding Officer

Authorized Signature

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

Trent E. Newport

Printed Name

Mary Ann Burke, Member

President

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

Title

Lori S. Watson, Member

FID/TIN: 35-1963331

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

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

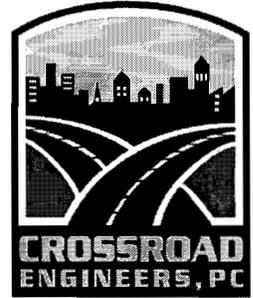
ATTEST:

Date: 9/26/2016

Christine S. Pauley, Clerk-Treasurer

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

# ATTACHMENT "A"



September 14, 2016

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

Re: MidTown East Design  
Supplemental Preliminary Engineering Services Fee Proposal

Dear Jeremy:

Based on our conversations with you, our current knowledge of the project areas, and communications with various other involved entities, we have prepared this fee proposal for your review. This proposal addresses three separate project areas:

1. Monon – Main Street to 1<sup>st</sup> Street NW 16-ENG-32
2. 4<sup>th</sup> Street SW – Monon Boulevard to 1<sup>st</sup> Avenue SW 16-ENG-31A
3. 4<sup>th</sup> Street SW – 4<sup>th</sup> Avenue SW to Monon Boulevard 16-ENG-31

Number 1 will be incorporated into our current Monon Boulevard project and will require complete services from survey through design and preparation of bidding documents. Number 2 has been partially developed by Civil and Environmental Consultants, Inc. (CEC). The services provided by this supplemental proposal include CEC completing the design plans (see the attached proposal for this effort) and CrossRoad providing the oversight of that design, review of those design plans, and the preparation of bidding documents and assistance through the bidding process. Number 3 will require complete services from survey through design and preparation of bidding documents. These projects will be locally funded through the 2016 General Obligations Bond and/or the 2016 COIT Bond.

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

Sincerely,

CrossRoad Engineers, PC

A handwritten signature in black ink, appearing to read "Trent E. Newport".

Trent E. Newport, P. E.  
President

EXHIBIT A  
1 of 13

**MONON – MAIN ST. TO 1<sup>ST</sup> AVE. NW**  
**4<sup>TH</sup> STREET SW – MONON BLVD. TO 1<sup>ST</sup> AVE. SW**  
**4<sup>TH</sup> STREET SW – 4<sup>TH</sup> AVE. SW TO MONON BLVD.**  
CrossRoad Engineers, PC

**I. PROJECT DESCRIPTIONS**

**Monon** – This added project area from Main Street to 1<sup>st</sup> Avenue NW will involve the design of the Monon Trail and 2<sup>nd</sup> Avenue NW to be similar to the characteristics of the Monon Boulevard in the previous contract.

**4<sup>th</sup> Street SW** – This project involves extending the proposed west terminus of 4<sup>th</sup> Street SW at 1<sup>st</sup> Avenue SW westward to 4<sup>th</sup> Avenue SW. The eastern half of this extension has been partially developed by CEC. We will utilize their services to complete the design. We will review that design, prepare the bidding documents, and then oversee the bidding process. The western half of this extension will be developed completely through this supplemental proposal.

Included in this proposal is the preliminary engineering services necessary for the complete development of the proposed improvements for these projects. These services include survey, road design, trail design, lighting design, utility coordination, permit applications, and contract documents.

Also included in this proposal is the communication and coordination with several entities that will have a significant involvement in these projects:

- Gehl Studio, Inc.
- Civil & Environmental Consultants, Inc.
- Old Town Development, LLC
- Rundell Ernstberger Associates

**II. SCOPE OF PROFESSIONAL SERVICES**

**1. Route Survey and Topographic Survey**

A Route Survey will be prepared for both project areas since they each will involve right of way parcels. This work will generally follow INDOT procedures and will include locating (horizontally & vertically) all necessary features in the field such as edges of pavement, existing drainage structures and patterns, utilities, buildings, signs, etc.

EXHIBIT

A  
2 of 13

## **2. Road Design**

Design and construction plans for the project locations will be prepared in accordance with the City of Carmel's standards, guidelines and directions, and using INDOT standards where applicable. CrossRoad Engineers will submit plans to the City Engineer for review at the following milestones:

- Preliminary Plans (Approximately 35% complete)
- Field Check Plans (Approximately 70% complete)

Neither holding a public information meeting nor preparing landscaping design plans is included, but maintenance of traffic is.

## **3. Lighting Design**

Preparation of lighting plans is included. These plans will document the roadway geometry, the location of the service points (indicating voltage being supplied), location of the poles, the orientation of the luminaires, the light source type and luminaire wattage, as well as any underground wiring, conduit, handholes, and cable duct markers that are needed.

## **4. Utility Coordination**

Coordination with representatives from each of the utility companies having facilities within the project area will be included in this task. CrossRoad Engineers will communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. We will review any reimbursable claims by the utility companies and coordinate as necessary. This task does not include work associated with field locating the vertical depth of any utilities ("potholing"). This work will be in general accordance with INDOT policy and procedures currently in effect. However, this scope only addresses utility coordination through the design process. Utility coordination services during the construction phase will be provided as needed on an hourly basis.

## **5. Permit Applications**

The projects will likely require the disturbance of more than one acre of land. Therefore, an IDEM Rule 5 permit will be required for the project locations.

## 6. Bid Documents and Bidding Phase

Following the City Engineer's approval of Field Check Plans, final bid documents will be prepared, including construction plans, project specifications and final engineer's estimate.

Bidding documents will be prepared using "front end" information and documents provided by the City. A CrossRoad Engineers representative will also attend and prepare agendas and minutes for the pre-bid, bid opening and the pre-construction meetings.

## 7. Coordination / Communication with Other Entities

During the development of these projects, an unusually large amount of coordination and communication will be required.

- Gehl Studio, Inc. – The City has contracted with Gehl Studio to provide planning services in several areas of the City, including the Monon Boulevard and Range Line Road. We will work closely with their staff to incorporate their ideas and schematics into the design plans. We anticipate numerous conversations and meetings to ensure their planning intent eventually becomes encompassed within the design plans.
- Civil & Environmental Consultants, Inc. – At the recommendation of the City, we will be utilizing the services of Williams Creek Consulting as a subconsultant on this contract. We will work closely with the staff of CEC. We anticipate numerous conversations and meetings to ensure their design concepts satisfy the City's vision for the development of this area.
- Old Town Development, LLC – This developer is undertaking a massive reconstruction in this section of the City. Therefore, adjacent to these projects, there are numerous areas where their private development must mesh with our public development. To facilitate this, we anticipate numerous conversations and meetings to communicate and coordinate the proposed improvements.
- Rundell Ernstberger Associates – The City intends to contract with a firm to provide landscape architecture services in many areas of the City, including these project locations. The primary focus of this firm will be to ensure that the planning concepts presented by Gehl Studio are implemented within the individual infrastructure projects. To accommodate this firm in their efforts, we anticipate several conversations and meetings being required.

**III. PROPOSED FEES**

\$70k add'l services  
add to existing  
P.O. 33744

New work \$85,300 - new P.O.

TASK DESCRIPTION	PROJECT LOCATION		
	Monon Blvd – Main St. to 1 <sup>st</sup> Street NW	4 <sup>th</sup> St. SW – Monon Blvd to 1 <sup>st</sup> Ave. SW	4 <sup>th</sup> St. SW – 4 <sup>th</sup> Avenue SW to Monon Blvd
1. Route Survey & Topo Survey	\$7,000		* \$2,500
2. Road Design	48,000		35,000
a. CrossRoad Design Review		5,000	
b. CEC Final Design		10,550	
c. CEC Detention Facility Design		4,300	
3. Lighting Design	3,000		4,000
4. Utility Coordination	2,000		3,000
5. Permit Applications	2,000		2,000
6. Bid Docs and Bidding Phase	2,000	9,000	3,000
a. CEC Meetings & Bidding Coord.		2,950	
7. Coord. / Comm. w/ Other Entities	6,000		4,000
<b>SUBTOTALS</b>	<b>\$70,000</b>	<b>\$31,800</b>	<b>\$53,500</b>
<b>CONTRACT TOTAL</b>	<b>CECIT</b>	<del><b>\$155,300</b></del>	<b>\$85,300</b> <sup>NEW</sup>

\* Supplemental survey only

Fees for 6.a. are on an hourly basis with the amount shown being a not-to-exceed. All other fees are on a lump sum basis.

As noted in CEC's attached proposal, reimbursable expenses are not included in their fees and will be billed as these expenses are incurred.

EXHIBIT A  
3 of 13

August 31, 2016 (updated September 12, 2016)

Mr. Trent E. Newport, P.E., L.S.  
CrossRoad Engineers, P.C.  
3417 Sherman Drive  
Beech Grove, Indiana 46107

Dear Mr. Newport:

Subject: Proposal for Civil Engineering Services  
Proposed 4<sup>th</sup> Street Design Drawings  
4<sup>th</sup> Street S.W. between Monon Boulevard and 1<sup>st</sup> Ave. S.W.  
Carmel, Indiana 46032  
CEC Project 163-710

Civil & Environmental Consultants, Inc. (CEC) is pleased to present for your consideration our proposal to provide professional civil engineering services for the proposed 4<sup>th</sup> Street S.W. Extension between Monon Boulevard and 1<sup>st</sup> Ave. S.W. in Midtown Carmel, Indiana. CEC has been working on the Mid Town project development plan since 2014.

## 1.0 SCOPE OF SERVICES

CEC appreciates your consideration of our firm for this project. CEC is a civil engineering, environmental and ecological consulting firm with over 700 employees in eighteen locations, including Indianapolis, IN, Pittsburgh, PA (headquarters); Export, PA; Cleveland, OH; Columbus, OH; Cincinnati, OH; Nashville, TN; Chicago, IL; Detroit, MI; Austin, TX; Phoenix, AZ; Charlotte, NC; Boston, MA; and St. Louis, MO. CEC has been named one of the top 200 design firms nationally by *Engineering News-Record*.

The CEC Indianapolis office will be overseeing and completing the proposed services for the project. The following breakdown of staff will be dedicated to the project.

Civil Engineer Project Manager: Greg Rasmussen, PLA  
Senior Civil Engineer & Quality Manager: Aaron Hurt, PE, AICP  
Civil Engineering Support: Ben Bemis, Senior Designer  
Nick Justice, EI  
Anthony Syers, LS  
Jeff Clayton, PE

CEC staff has experience working on numerous commercial projects in Carmel. Recent projects in Carmel include:

EXHIBIT

A  
6 of 8

August 31, 2016 (updated September 12, 2016)

- Carmel Midtown Development Plan
- Allied Building
- Sophia Square Plaza Renovation
- IMPA Conference Center
- Huntington Bank (Michigan Road and Range Line Road)
- Home Depot
- Penn Circle Apartments
- Carmel Marketplace (Fountains Redevelopment)

The following information outlines the project background information as we understand it, our assumptions, purpose and scope of services, estimated fees, schedule, and additional services.

## 2.0 PROJECT DESCRIPTION

CEC understands that CrossRoad Engineers, PC will be providing construction specifications, public bid documents, bidding, contract award, contract management, project oversight, project management, review of public pay applications, construction management, construction observation, and other all other aspects of the project not specifically identified in CEC's scope of work for the 4<sup>th</sup> Street S.W. Extension between Monon Boulevard and 1<sup>st</sup> Ave. S.W.

The proposed site is located at approximately 150 4<sup>th</sup> Street SW within the City of Carmel jurisdiction and contains approximately 0.60 acres. Local approvals through Carmel (site plan, engineering, landscaping, and drainage), Carmel Utilities (sanitary sewer and water), Carmel and Hamilton County Surveyor's Office Drainage, IDEM Rule 5, and local utility providers are required and have been submitted for review and approval. It will be CrossRoad Engineers, PC's responsibility to verify all permits are obtained prior to starting construction.

### 2.1 Basis of CEC's Scope of Services

This proposed agreement for professional services was prepared based on the Request for Civil Engineering Services, our prior work on the property, our review of the associated survey information, review of available electronic data, as well as CEC's past experience on similar projects. The following information forms the basis for our scope of services:

- CEC will prepare construction drawings only for 4<sup>th</sup> Street between Monon Boulevard and 1<sup>st</sup> Ave. S.W.
- The construction drawing set will include:
  - Title Sheet
  - Survey Sheet (by CSC, Inc)
  - Site Layout Plan
  - Grading & Drainage Plan
  - Storm Sewer Profiles
  - Structure Data Table

EXHIBIT A  
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Mr. Trent Newport, P.E., L.S.

CrossRoad Engineers, PC.

CEC Project 163-710

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- Erosion Control Plans and Details
  - Site Utility Plan
  - Sanitary Sewer Profiles
  - Road Plan and Profiles
  - Road Cross Sections
  - Landscape Plan
  - Landscape Details
  - Site Details
- 
- CEC will utilize the drawing sheets and files associated with the Old Town Development of Carmel Midtown Blocks 1 & 2. Areas outside of the right-of-way for 4<sup>th</sup> Street will be screened back to identify only the area of 4<sup>th</sup> Street S.W. to be constructed with associated sidewalks, curbs, asphalt pavement, storm sewers, landscape, sanitary sewers, water lines and other associated items to complete the work in the 4<sup>th</sup> Street S.W. right-of-way.
  - Coordination with CrossRoad Engineers, PC and Old Town Design Group will consist of meetings, phone calls, and emails. We have not included any public meetings, meetings with City Officials, County Officials, or State Officials associated with our portion of work.
  - CEC will provide construction drawings, construction drawing coordination, limited construction administration and limited project closeout
  - CEC will assist with submittal review associated with our portion of the design drawings and we will answer contractor RFI's associated to our work.
  - CEC has not included a maintenance of traffic plan for this project. It is CEC's understanding that the overall Midtown East project will handle any maintenance of traffic for the site and that F.A. Wilhelm, the Carmel Redevelopment Commission, and Old Town Design Group will provide coordination with local authorities and adjacent land owners to accommodate the construction activities in the area, including the 4<sup>th</sup> Street S.W. construction.
  - CEC understands that the Monon ROW (drives, trail and green space) are to be designed as part of a separate project.
  - Changes to our plans and plan revisions requested by the City of Carmel, Carmel Redevelopment Commission, or other review and governing agencies is not included in our fees and will require additional fees to complete any changes to the plans.

The following sections of this agreement present a purpose and scope of services for these items, followed by our estimated costs, and schedule. It should be understood that our scope of services

Mr. Trent Newport, P.E., L.S.

CrossRoad Engineers, PC.

CEC Project 163-710

Page 4

August 31, 2016 (updated September 12, 2016)

is the anticipated civil engineering base services envisioned by CEC based on our past experience on similar projects. This scope of services and associated costs may require revision as the project progresses.

### **3.0 CIVIL ENGINEERING – CONSTRUCTION DOCUMENTS**

3.1 Purpose: The purpose of the Construction Document phase is to prepare construction documents that the Client can use to accurately construct the infrastructure for the mixed use development.

3.2 Scope of Services: The following scope of services will be performed:

- a. Cover Sheet – CEC will prepare a project Cover Sheet that indicates the project name, project location, address, relevant contact information, relevant project information, and sheet index. CEC will include the necessary project data as required by the City of Carmel engineering department.
- b. Site Plan – CEC will prepare a site plan showing proposed curb, sidewalk, pavement, parking stalls, building footprints, public street rights-of-way and property lines. All applicable features will be sufficiently dimensioned and noted to accurately construct the proposed improvements.
- c. Grading and Drainage Plan – CEC will prepare a final Grading Plan for the street that minimizes earthwork cuts and fills to reach a “balanced” site condition to the extent possible. Pavement and curb spot elevations will be shown in addition to proposed contour data. Drainage calculations will be provided in a report format for submittal to the Client and/or municipality. All proposed pipe sizes and drainage outlet information will be shown.
- d. Utility Plan – CEC will prepare a final Utility Plan that shows proposed locations for water lines, sanitary sewers, storm sewers for the site. CEC will coordinate Street Lighting locations and illustrate the pole locations on the Utility Plan to ensure no conflicts exist. CEC will also, at CrossRoad Engineers request, show the conduit routing and locations for Carmel Communications ducts and hand-hole locations behind each curbline of 4<sup>th</sup> Street Southwest.
- e. Underground Detention Basin & Water Quality Basins – CEC, per the direction of Carmel and OTDG, will update the detention facility to enlarge the basin to maximize the storage capacity of the Storm Trap System under the future Plaza. CEC will show an additional drainage basin area along the Monon Trail that the underground storm basin can accommodate. The Aqua-Swirl Basins will be updated and verified accordingly to accept the additional flows. The detention basin outlet control structure will be updated. Updated detention basin calculations will be provided as part of this project for review

Mr. Trent Newport, P.E., L.S.

CrossRoad Engineers, PC.

CEC Project 163-710

Page 5

August 31, 2016 (updated September 12, 2016)

and approval. Updated storm sewer pipe calculations will accommodate the additional area of flow and plan and profiles for the storm sewers will be updated. All applicable details and plan sheets will be updated.

- f. Storm Sewer Plan & Profiles – CEC will prepare storm sewer plan and profiles sheets for this phase of the project.
- g. Sanitary Sewer Plan & Profiles – CEC will prepare sanitary sewer plan and profiles sheets for this phase of the project.
- h. Road cross sections – CEC will prepare typical street cross section plans.
- i. Road Plan & Profile – CEC will prepare road plan and profile sheet depicting grades.
- j. Landscape Plans and Details – CEC will utilize the approved plan for Carmel Midtown East for the landscape plan for 4<sup>th</sup> Street S.W.
- k. Construction Details – CEC will prepare construction details in accordance with the City, State, and utility provider requirements. Custom design and details for pavements, walls, furnishings, and amenity areas have not been accommodated as part of this proposal.
- l. Erosion Control and Storm Water Management Plan – CEC will prepare a final Erosion Control Plan for the overall project that is in accordance with the local MS4 requirements. Locations of silt fence, concrete washouts, construction entrance, staging areas, inlet protection, erosion control matting, and other applicable measures will be shown as part of the overall project and not just limited to the 4<sup>th</sup> Street S.W. project. Applicable details and specifications will be provided.
- m. IDEM Erosion Control Rule 5 – CEC has submitted the overall IDEM Rule 5 to IDEM.
- n. CEC will attend Pre-Bid Meeting with the City of Carmel and CrossRoad Engineers, PC.
- o. CEC has included approximately two days of work associated with our work during the bidding process.

#### **4.0 BID AND CONSTRUCTION ADMINISTRATION SERVICES**

4.1 Purpose: The purpose of the Bid and Construction Administration Services is to convey the proper design information to bidders and the selected General Contractor during construction.

4.2 Scope of Services: The following scope of services will be performed:

EXHIBIT A  
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- a. Construction Administration - CEC will assist the Client with routine inspections throughout the construction process. A total of three inspections have been budgeted. CEC will provide the Client with detailed correspondence after each trip.
- b. CEC will approve shop drawings and Requests for Information throughout the construction period. CEC will clarify design related issues that arise during construction. CEC will complete any necessary certifications to signal the completion of construction tasks, such as acceptance of the storm sewer installation. CEC will perform a final inspection and prepare a punch list.

## 5.0 ESTIMATED COSTS

Item number 1 below is presented as lump sum costs to complete the scope of services presented herein, and are based on our current understanding of the project and the assumptions contained within this agreement. We will obtain approval from the Client for all revisions to our scope of services and associated costs, if necessary as the project progresses. Items number 2 and 3 below will be billed as an hourly not to exceed (NTE) fee.

1. Construction Drawings	\$ 10,550
2. Enlarge Detention Facility, Pipes, Outlet, WQ, Calculations	\$ 4,300
3. Meetings and coordination prior to bidding (hourly NTE)	\$ 2,950
4. Construction Administration Services (hourly NTE)	<u>\$ 2,800</u>
<b>Total Professional Services</b>	<b>\$ 20,600</b>
5. Reimbursable Expenses (As Incurred)	Cost + 10%

Reimbursable expenses such as the UPS shipping charges, mileage, plan reproductions are not included in our fee. These expenses will be billed as these costs are incurred.

CEC's estimated costs do not include extensive plan reproductions, permit applications fees, site plan submission fees, and tap-in fees, which we assume will be paid directly by the Client and/or the general contractor.

Our standard Schedule of Terms and Conditions will apply to this work. Any changes to the agreement must be agreed to in writing by both parties prior to your authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our proposal.

EXHIBIT A  
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Commission, and Old Town Design Group will provide coordination with local authorities and adjacent land owners to accommodate the construction activities in the area.

## 7.0 SCHEDULE

The following schedule is a realistic timeframe to complete the civil engineering phase:

- Civil Engineering Documents            2 - 3 weeks
- Bidding                                        2 - 3 weeks
- Construction Administration            4 - 6 weeks

Total Civil Engineering and Construction Phase:    8 - 12 weeks

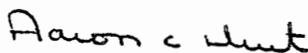
CEC is staffed with experienced civil engineers, landscape architects, and support personnel and can commence work upon your authorization, and work within the identified timeframes. We will work with the Client and the project team to meet your scheduling needs for this project.

## 8.0 CLOSING

CEC very much appreciates this opportunity to present our proposal to you. Please do not hesitate to contact us at 317-655-7777. We are available to meet with you to discuss the scope of services, estimated costs, or schedule outlined herein for completion of our professional services. We can modify the proposed scope of services, if necessary, to accommodate specific schedule or budget constraints that may exist for this project. CEC looks forward to working with you toward the successful completion of the project. Thank you for your consideration of CEC!

Very truly yours,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Aaron C. Hurt, PE, AICP  
Vice President



Gregory L. Rasmussen, PLA  
Senior Project Manager

Proposal Acceptance:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

E 163-710 2016 09 12 Updated CrossRoad Engineers - Mid Town East -4th Street.docx

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

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

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

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

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

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

Exhibit "C"  
E-Verify Affidavit

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

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 26<sup>th</sup> day of September, 2016.

TREN  
Printed: Trent E. Newport

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

TREN  
Printed: Trent E. Newport



Company ID Number: 440231

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

Employer **CrossRoad Engineers, PC**

**Jill Newport**

Name (Please Type or Print)

Title

**Electronically Signed**

Signature

**08/15/2011**

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

**Electronically Signed**

Signature

**08/15/2011**

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **CrossRoad Engineers, PC**

Company Facility Address: **3417 Sherman Drive**

**Beech Grove, IN 46107**

Company Alternate

Address:

**3417 Sherman Drive**

**Beech Grove, IN 46107**

County or Parish

**MARION**

Employer Identification

Number

**351963331**



Company ID Number: 440231

North American Industry  
Classification Systems  
Code: 541

Administrator:

Number of Employees: 20 to 99

Number of Sites Verified  
for: 1

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

- INDIANA 1 site(s)

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

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



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**34329**

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
9/19/2016			068025	Projects 16-ENG-31, 16-ENG-31A; Contract Date 03.16.16

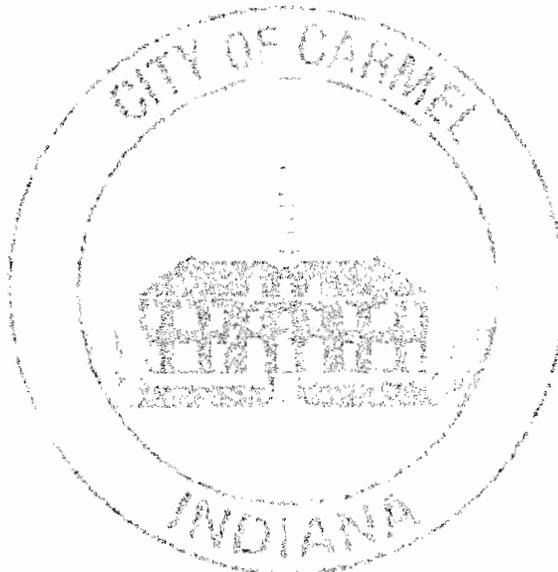
<b>CROSSROAD ENGINEERS, PC</b>	<b>City Engineering's Office</b>
<b>VENDOR 3417 S SHERMAN DR</b>	<b>SHIP TO 1 Civic Square</b>
<b>BEECH GROVE, IN 46107 -</b>	<b>Carmel, IN 46032-</b>
	<b>Kate Lustig</b>

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
8557				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 COIT Bond Fund

Account: 94-650.04

1 Each	ASA 2A - Midtown East Design - Supplemental Preliminary Engineering	\$85,300.00	\$85,300.00
		Sub Total	\$85,300.00



Send Invoice To:

Skip Tennancour  
American Structurepoint, Inc.  
8425 Wicklow Way  
Brownsburg, IN 46112

2016 COIT Bond

**PLEASE INVOICE IN DUPLICATE**

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

**PAYMENT**

**\$85,300.00**

\* 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.

**SHIPPING INSTRUCTIONS**

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

ORDERED BY

TITLE

CONTROL NO. 34329

CLERK-TREASURER



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

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and First Group Engineering, Inc. (the "Professional"), as City Contract dated February 17, 2016 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". 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, Professional 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

First Group Engineering, Inc.

by and through its Board of Public  
Works and Safety

By:

By:

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

\_\_\_\_\_  
*Dennis W Cobb*  
Authorized Signature

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

\_\_\_\_\_  
Dennis W. Cobb, P.E.  
Printed Name

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

\_\_\_\_\_  
President  
Title

ATTEST:

FID/TIN: 35-1693178

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

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

Date: September 22, 2016



August 22, 2016

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

RE: Scope of Services and Fee Proposal **Alternate Two A Modified July/August Revisions**  
Unnamed Tributary of Williams Creek  
Spring Mill Road south of 106<sup>th</sup> Street  
Carmel, Indiana

Dear Chris:

After the last fee proposal submitted in July additions/changes have been incorporated into the design of this project. As requested last month, I have attached emails pertaining to the extent of the changes and reduced some of the items you indicated should have been anticipated from the beginning.

1. Revise the beginning of the project profile grades to a 0.50% minimum and revise the drainage to add flanking inlets at the remaining 0.3% grades. This also required changing the spot elevation sheet at Millridge plus tables, quantities, cross sections etc.

2. Revised the drainage at Millridge after we found the City's preference is to use existing structures when possible. Note this concept changed from the original scope which was to replace everything with new for the road reconstruction.

3. Additional utility coordination and meetings not previously required with the previous contract. Although you indicated to remove this item previously there were a lot of additions for the water line including many reviews and changes of the water design, quantities and specifications. I am attaching several emails showing the extent of the changes /additions of the waterline and other work it took to complete the plans. The water line location was changed three times and revising quantities twice .

4. Note that after we submitted plans and made all of the revisions asked by the County, Ali got back and said our structure was not determined a bridge so her review was not necessary. This took some time to add county requirements and coordinate.

EXHIBIT A  
1 of 3

5. We had to change contours and details twice due to the review by Christopher Burke changing the channel configuration per the hydraulics review. Changing it twice was required because we had no time in the schedule to wait for their complete review before we had to make a submission. This also required changing the earthwork and cross sections and resubmitting plans to the Water utility and to United Consulting.

6. Additional coordination, prepare maps floodway elev.to determine floodway/ roadway elevation with Christopher Burke. This was never anticipated nor in our contract as an item. Some of the emails are included in the attached.

7. Maintenance of traffic (Revise to newly constructed Illinois St.to match United's plan.)

Items 1 through 7

Total ..... \$11,800.00

Please see attached man hour justification.

Thank you for considering this request

Chuck Sims, First Group Engineering, Inc.

EXHIBIT A  
2 of 3



**MANHOUR JUSTIFICATION- ROAD DESIGN ALT. TWO A**  
 Spring Mill Road Revised August 22, 2016  
 Carmel Indiana

Description	Project Manager	Manhours by Classification				Total
		Survey Crew Chief	Design Engineer II	Civil Designer II		
1. Revise Grades, drainage cross sections, quantities			8	32	40	
2. Revise drainage, inlets at Mill Ridge Plan, cross secs., quants., etc.			2	4	6	
3. Added utility coordination plus water plans quantities revisions.			6	18	24	
4. Structure additions per County			2	6	8	
5. channel and stream cross section changes			4	8	12	
6. additional coordination with CB for floodway determination			8	2	10	
7. Maintenance of Traffic				4	4	
Summary of Quantities Table					0	
Cross Sections, Earthwork, Structures					0	
Revise Quantities					0	
Engineer's Estimate					0	
Structure Data Table					0	
<b>Total Hours</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>74</b>	<b>104</b>	
<b>Hourly Costs</b>	\$65.00	\$43.85	\$45.50	\$35.50		
<b>Total Salary Costs</b>	\$0.00	\$0.00	\$1,365.00	\$2,627.00	\$3,992.00	
<b>Overhead 156.41%</b>					\$6,243.89	
<b>Salary Plus Overhead</b>					\$10,235.89	
<b>Fixed Fee 15%</b>					\$1,535.39	
<b>Direct Costs</b>					\$0.00	
<b>Document Fees</b>					\$0.00	
<b>Motel \$150.00 per night (0 nights)</b>					\$0.00	
<b>Meals \$26.00 per day (X days)</b>					\$0.00	
<b>Mileage \$0.44 per Mile (x miles)</b>					\$0.00	
<b>Total Fee</b>				<b>USE:</b>	<b>\$11,771.28</b>	

EXHIBIT

A  
3 of 3

Exhibit "C"  
E-Verify Affidavit

Dennis W. Cobb, 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 First Group Engineering, Inc. (the "Company") in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Company and have the authority to act on behalf of the Company.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

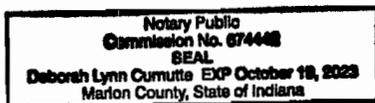
FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 22 day of September, 2016.

Dennis W. Cobb

Printed: Dennis W. Cobb

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.



Deborah Lynn Curnutte

Printed: Deborah Lynn Curnutte

# E-Verify



Company ID Number: 443501

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.

<b>Employer First Group Engineering, Inc.</b>	
<b>Randall Willing</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>08/25/2011</b> Date
<b>Department of Homeland Security - Verification Division</b>	
<b>USCIS Verification Division</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>08/25/2011</b> Date
<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
<b>Company Name:</b>	First Group Engineering, Inc.
<b>Company Facility Address:</b>	5925 Lakeside Blvd. Indianapolis, IN 46278
<b>Company Alternate Address:</b>	
<b>County or Parish:</b>	MARION
<b>Employer Identification Number:</b>	361893178

# E-Verify



Company ID Number: 443501

North American Industry Classification Systems Code:	641
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none"> <li>INDIANA 1 site(s)</li> </ul>	

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

Name:	Deborah L. Curmatta	Fax Number:	(317) 290 - 9560
Telephone Number:	(317) 290 - 9549		
E-mail Address:	lfc@firstgroupengineering.com		
Name:	Randall M. Willing	Fax Number:	(317) 290 - 9560
Telephone Number:	(317) 290 - 9549		
E-mail Address:	lfc@firstgroupengineering.com		
Name:	Linda C. Neal	Fax Number:	(317) 290 - 9560
Telephone Number:	(317) 290 - 9549		
E-mail Address:	lfc@firstgroupengineering.com		

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**34330**

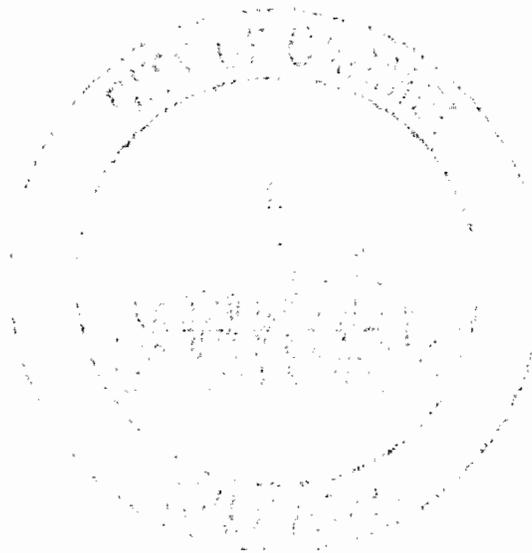
THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
9/19/2016			365731	Project 16-SW-07; Contract Date 02.17.16 *Decrease P.O. 33467*
FIRST GROUP ENGINEERING		City Engineering's Office		
VENDOR 5925 LAKESIDE BLVD		SHIP TO 1 Civic Square		
INDIANAPOLIS, IN 46278 -		Carmel, IN 46032- Kate Lustig		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
8542				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 250 Storm Water

Account: 43-509.00

1 Each	ASA 1 - Alternate Two A Modified - Unnamed Tributary of Williams Creek	\$11,800.00	\$11,800.00
		Sub Total	\$11,800.00



Send Invoice To:  
City Engineering's Office  
Kate Lustig  
1 Civic Square  
Carmel, IN 46032-

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$11,800.00

**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.

ORDERED BY

**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.

*Kate Lustig*

TITLE

CONTROL NO. 34330

CLERK-TREASURER



**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 Shrewsberry & Associates, LLC (the "Vendor"), as City Contract dated April 6, 2016 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

Shrewsberry & Associates, LLC

by and through its Board of Public  
Works and Safety

By:

By:

James Brainard, Presiding Officer

Authorized Signature

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

D. Blake Kilson

Printed Name

Mary Ann Burke, Member

Principal

Title

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

Lori S. Watson, Member

FID/TIN: 35-2146420

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

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

ATTEST:

Date: 10-5-2016

Christine Pauley, Clerk-Treasurer

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

## ***Scope of Services***

### **TASK I: CONCEPT DEVELOPMENT**

The first step in this process will be a site visit and photographic documentation of existing conditions for this roundabout at 106<sup>th</sup> and Towne Road. The City of Carmel will provide base design information accurately reflecting the existing as-built condition of the roundabout in electronic AutoCadd design information, to initiate the conceptual design activities.

Concept Development activities and deliverables will consist of the following:

- Site visit and photography
- Base map preparation
- Concept development preparation. Concept will be consistent with concept prepared earlier as part of the base agreement
- Concept presentation submission for review and comment

### **TASK II - V: DESIGN DEVELOPMENT THROUGH PUBLIC BIDDING PROCESS**

Activities and deliverables associated with the roundabout at 106<sup>th</sup> and Towne Road will be consistent with the tasks previously approved roundabouts included in the Base Agreement.

### **ASSUMPTIONS**

- The City will provide available plans, studies, surveys or as-built drawings of the site in AutoCAD format for use as the base for plan development.
- Fee for preparation of a topographic survey is not included.
- Traffic improvements or a traffic study is not included in this scope of services.
- Right-of-way research is not included in this scope of work.
- Extensions or evaluation of existing utilities beyond the site are not included in this scope of work.

### **FEE COMPENSATION**

Shrewsberry is prepared to immediately begin the Concept Development process for this roundabout following Notice to Proceed from the Client. Shrewsberry will submit Concept Development deliverables for review and approval 2 weeks following receipt of base mapping information from the Client. Following approval of the Concept Development submission Shrewsberry will include activities associated with this roundabout in conjunction with submissions for the previously approved roundabouts. Proposed fee compensation for the roundabout at 106<sup>th</sup> and Towne Road is included in the attached Amendment Change Order.

EXHIBIT A  
1 of 2



7321 Shadeland Station  
 Suite 160  
 Indianapolis, IN 46256  
 317-841-4799  
 FAX: 317-841-4790  
 www.shrewsusa.com

OWNER   
 CONSULTANT   
 OTHER

**AMENDMENT  
 CHANGE ORDER**

**PROJECT:** Roundabout Landscape Improvements **AMENDMENT NUMBER:** #1  
 at Various Locations

**DATE:** 7/29/2016

**CLIENT:** City of Carmel,

**CONSULTANT'S PROJECT NO.** 16-0076

**CONTRACT DATE:** April 6th, 2016  
**CONTRACT FOR:** City of Carmel - Roundabout  
 Landscape Improvements at  
 Various Locations

The Contract is changed as follows:

One (1) project site is included under this contract amendment:

**106th and Towne Road Roundabout - Landscape Improvements**  
**\$ 12,100 (Lump Sum)**

**Not valid until signed by Client and Consultant**

The original Contract Sum was ..... \$ 45,150  
 Net change by previously authorized Change Orders ..... \$ 0  
 The Contract Sum prior to this Change Order was ..... \$ 45,150  
 The Contract Sum will be increased/decreased  
     by this Change Order in the amount of ..... \$ 12,100  
 The new Contract Sum including this Change Order will be ..... \$ 57,250

The Contract Time will be changed by ( 0 ) days

NOTE: All other provisions of the original contract remain unchanged.

**SHREWSBERRY & ASSOCIATES, LLC**

**CONSULTANT**

7321 Shadeland Station, Suite 160  
 Indianapolis, IN 46256

**Address**

**By** \_\_\_\_\_  
 Title

**Date**    /    /

**City of Carmel, Engineering**

**CLIENT**

One Civic Square  
 Carmel, IN 46032

**Address**

**By** \_\_\_\_\_  
 Title

**Date** \_\_\_\_\_

EXHIBIT     A      
 2 of 2



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

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

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

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

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

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

Exhibit "C"  
E-Verify Affidavit

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

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Shrewsberry & Associates LLC (the "Company") in the position of Principal.
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 5 day of October, 2016.

D. Blake Wilson

Printed: D. Blake Wilson

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

D. Blake Wilson

Printed: D. Blake Wilson

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**34306**

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
9/30/2016			370383	Project 16-ENG-13; Contract Date 03.09.16

**SHREWSBERRY**  
VENDOR 7321 SHADELAND STATION, STE 160

City Engineering's Office  
SHIP TO  
1 Civic Square  
Carmel, IN 46032-  
Kate Lustig

INDIANAPOLIS, IN 46256 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
8879				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 COIT Bond Fund

Account: 94-650.04

1 Each

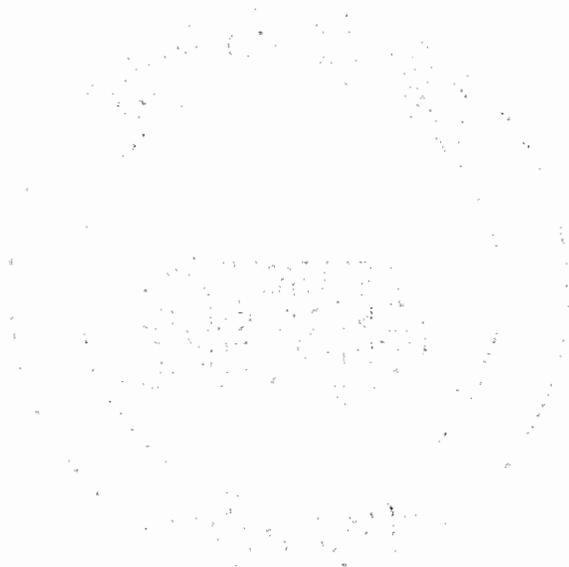
ASA 1 - Roundabout Landscape Improvements - 106th and  
Towne Road

\$12,100.00

\$12,100.00

Sub Total

\$12,100.00



Send Invoice To:

Skip Tennancour  
American Structurepoint, Inc.  
8425 Wicklow Way  
Brownsburg, IN 46112

2016 COIT Bond

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$12,100.00

**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

CONTROL NO. 34306

CLERK-TREASURER

Shrewsberry & Associates, LLC  
Engineering Department - 2016  
Appropriation: ASA #2; 94-650.04, COIT Bond Fund; P.O. #34305  
Contract Not To Exceed \$29,850.00



**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 Shrewsberry & Associates, LLC (the "Vendor"), as City Contract dated April 6, 2016 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

Shrewsberry & Associates, LLC

by and through its Board of Public  
Works and Safety

By:

By:

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

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

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

D. Blake Wilson  
\_\_\_\_\_  
Printed Name

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

Principal  
\_\_\_\_\_  
Title

ATTEST:

FID/TIN: 35-2146420

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

Date: 10-5-16

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

## ***Scope of Services*** ***(revised)***

### **PROJECT UNDERSTANDING**

Shrewsberry understands 126<sup>th</sup> Street is being widened between a point east of Rangeline Road and a point west of Keystone Parkway, a distance of approximately ¾-mile. The roadway is being widened with two through traffic lanes in each direction with a landscaped median, a roundabout at Kinzer Avenue and an 8-foot-wide asphalt multi-use path on each side of the street. The roadway improvements and multi-use paths have been designed and are currently being constructed. Shrewsberry will use the roadway design information, including CADD files, clear sight triangle requirements and turning radii exhibits as necessary, as base design information for the landscape improvements and will coordinate the landscape design with the city engineering department staff. Landscape improvements will consist of tree, shrub, ornamental grass and perennial plantings. A complete automatically controlled irrigation system will be included in the bidding documents. Shrewsberry assumes the roundabout at Kinzer Avenue will include a masonry wall element similar in appearance to other recently designed roundabouts in southwest Clay Township.

Carmel intends to complete design of landscape improvements for this project in November 2016 and to complete construction of the landscape improvements in Summer 2017.

### **TASK I: PROJECT KICK OFF AND COORDINATION**

The first step in this process will be a coordination meeting with City Staff to confirm expectations, schedule and project deliverables. This will give us the opportunity to discuss the design intent and the anticipated construction budgets. On-site visual assessment during a site visit will allow the team to gain insight into the surrounding character and/or constraints of the project area for incorporation into the proposed design plans.

### **TASK II: CONCEPT DEVELOPMENT AND CLIENT REVIEW**

Shrewsberry will take the information gained from the coordination meeting and prepare a preliminary concept. The preliminary concept will be reviewed with City Staff. Following the Staff review meeting, a final design concept will be prepared and will be used to start design development services. The concept will include landscaping and incorporation of the roundabout masonry element into a set of construction documents suitable for changing the terms of the current 126<sup>th</sup> Street roadway improvements construction. A preliminary opinion of construction cost will be prepared and submitted with the preliminary concept.

### **TASK III: CONSTRUCTION DOCUMENTS AND SPECIFICATIONS**

Upon approval of the Design Development submission by the City, Shrewsberry will start the process of creating Construction Documents. The Construction Documentation will include drawings showing layout, grading, planting and irrigation design, detailing and preparation of technical specifications for the approved design elements. Shrewsberry will coordinate with the City of Carmel and their consultants for preparation of the construction change directive.

EXHIBIT A  
10f2

#### **TASK IV: CONSTRUCTION OBSERVATION SERVICES**

An overall construction duration of approximately 3 months is anticipated.

Shrewsberry will assist the City with limited construction observation on an on-call basis as follows:

- Attend the pre-construction meeting.
- Review construction submittals including product data and shop drawings.
- Attend up to 5 construction progress meetings and periodic site visits.
- Conduct Substantial Completion Inspection and prepare punch list for improvements related to Shrewsberry designed elements.
- Attend final completion and review punch list item completion.

#### **ASSUMPTIONS**

- The City will provide available plans, studies, topographic surveys and roadway design plans in AutoCADD format for use as the base for plan development.
- Meetings and public presentations in addition to those noted above are not included in this scope of services.
- Preparation of three-dimensional perspective graphics and similar presentation quality graphics are not included in this scope of services.
- Extensions or evaluation of existing utilities beyond the site are not included in this scope of work.
- Landscape improvements for one roundabout are included in the proposed scope of services. Improvements to additional roundabouts will require renegotiation of this scope of services.
- Services associated with public bidding of these improvements are not included in this scope.

#### **FEE COMPENSATION**

Shrewsberry proposes to provide the services described above, exclusive of reimbursable expenses, for a lump sum fee of: **\$29,850.00**

For invoicing purposes, the project will be billed accordingly:

**PROJECT KICK OFF AND COORDINATION  
CONCEPT DEVELOPMENT AND COST OPINION  
CONSTRUCTION DOCUMENTS AND SPECIFICATIONS  
CONSTRUCTION OBSERVATION**

#### **SCHEDULE**

Shrewsberry is prepared to immediately begin the design process for the 126<sup>th</sup> Street Landscape Improvements upon notice to proceed. The following milestone dates are proposed based on this schedule:

- |  |                   |
|--|-------------------|
| • Notice to Proceed                          | October 5, 2016   |
| • Kick-Off Meeting / Site Visit              | October 12, 2016  |
| • Concept Development Completion / Review    | October 26, 2016  |
| • Construction Document Completion / Review  | November 16, 2016 |
| • Construction Proposal Request Coordination | November 23, 2016 |
| • Construction Completion                    | June, 2017        |

EXHIBIT A  
Zof2

**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

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

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Shrewsberry & Associates LLC (the "Company") in the position of Principal.
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 5<sup>th</sup> day of October, 2016.

D. Blake Wilson

Printed: D. Blake Wilson

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

D. Blake Wilson

Printed: D. Blake Wilson



Company ID Number: 455486

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.

<b>Employer Shrewsberry &amp; Associates, LLC</b>	
<b>Kenneth Beache</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>10/11/2011</b>
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>10/11/2011</b>
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Shrewsberry & Associates, LLC
Company Facility Address:	7321 Shadeland Station
	Suite 160
	Indianapolis, IN 46256
Company Alternate Address:	
County or Parish:	MARION
Employer Identification Number:	352146420

Company ID Number: 455486

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>INDIANA 1 site(s)</li></ul>	

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

Name:	Emma M Quiggins	Fax Number:	(317) 841 - 4790
Telephone Number:	(317) 841 - 4799 ext. 8232		
E-mail Address:	mquiggins@shrewsusa.com		
Name:	Robert Boyd	Fax Number:	(317) 841 - 4790
Telephone Number:	(317) 841 - 4799 ext. 8230		
E-mail Address:	bboyd@shrewsusa.com		

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

PURCHASE ORDER NUMBER

**34305**

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
10/3/2016			370383	Project 16-ENG-13; Contract Date 03.09.16

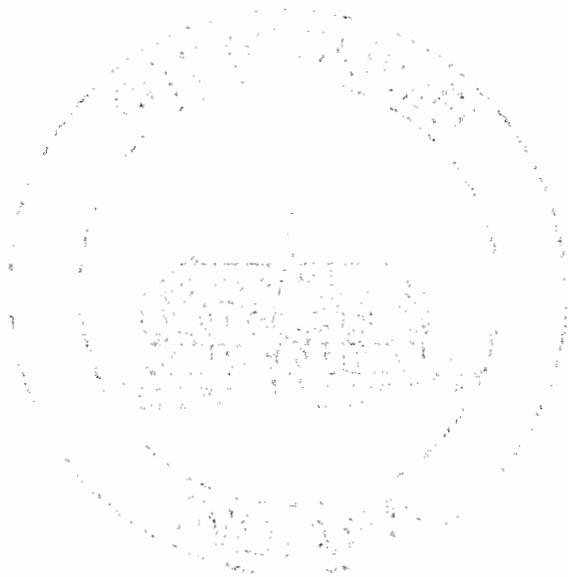
**SHREWSBERRY** City Engineering's Office  
**VENDOR 7321 SHADELAND STATION, STE 160** SHIP TO 1 Civic Square  
**INDIANAPOLIS, IN 46256 -** Carmel, IN 46032-  
**Kate Lustig**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
8886				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: **2200** Fund: **0** COIT Bond Fund

Account: **94-650.04**

1 Each	ASA 2 - 126th Street Landscape Improvements	\$29,850.00	\$29,850.00
		Sub Total	\$29,850.00



Send Invoice To:

Skip Tennancour  
American Structurepoint, Inc.  
8425 Wicklow Way  
Brownsburg, IN 46112

2016 COIT Bond

**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**

**\$29,850.00**

\* 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

CLERK-TREASURER

CONTROL NO. **34305**



## **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 Smock Fansler Corporation 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 COIT Bond funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
  - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Million Two Hundred Seventy Seven Thousand Seven Hundred Sixty Two Dollars (\$1,277,762.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within sixty (60) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
  - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**  

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City pursuant to or as part of that certain City of Carmel Engineering Department Bid Proposal Package for "Project 16-ENG-13; Carmel Roundabout Landscape Improvements – SW Clay" received by the City of Carmel Board of Public Works and Safety on or about September 21, 2016, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. TIME AND PERFORMANCE:

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

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

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

10. GOVERNMENT COMPLIANCE:  
Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.
11. NONDISCRIMINATION:  
Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.
12. E-VERIFY  
Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.
13. NO IMPLIED WAIVER:  
The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.
14. NON-ASSIGNMENT:  
Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.
15. RELATIONSHIP OF PARTIES:  
The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

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

If to Vendor: Smock Fansler Corporation  
2910 West Minnesota Street  
Indianapolis, Indiana 46241  
Attn: Joe Davee

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

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES

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

22. TERM

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

23. HEADINGS

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

24. BINDING EFFECT

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

25. NO THIRD PARTY BENEFICIARIES

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

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

27. ADVICE OF COUNSEL:

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

28. ENTIRE AGREEMENT:

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

Smock Fansler Corporation  
Engineering Department - 2016  
Appropriation: COIT Bond; P.O. #34327  
Contract Not To Exceed \$1,277,762.00

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

CITY OF CARMEL, INDIANA

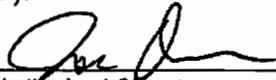
Smock Fansler Corporation

by and through its Board of Public  
Works and Safety

By:

By:

James Brainard, Presiding Officer

  
Authorized Signature

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

Joe Davee

Printed Name

Mary Ann Burke, Member

Vice President

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

Title

Lori S. Watson, Member

FID/TIN: 35-1057871

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

Last Four of SSN if Sole Proprietor: NA

ATTEST:

Date: 10-4-16

Christine 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.

Company:	Smock Fansler Corporation 2910 W. Minnesota Street Indianapolis, Indiana 46241
Project Name:	Carmel Roundabout Landscape Improvements #16-ENG-13
Date Submitted:	09/21/16
Base Bid Amount:	\$ 1,277,762.00

**BIDDER'S ITEMIZED PROPOSAL**  
**AND DECLARATIONS**  
City of Carmel

**Instructions To Bidders:**

*This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.*

Project: **Carmel Roundabout Landscape Improvements**

Proposal For Construction of :

**Landscape and masonry improvements at various  
roundabouts in SW Clay Township on 96<sup>th</sup> and 106<sup>th</sup>  
Street**

Date: 09/21/16

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

**PART 3**  
**CONTRACT ITEMS AND UNIT PRICES**

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

Contract Item No.	Description/ Unit Price [in Words]	Estimated Quantity	Prices In Figures	
			Unit Price	Total Price for Item
1	Mobilization & Demobilization	5, Each	\$10,750.00	\$53,750.00
2	Maintenance of Traffic	5, Each	\$ 7,500.00	\$37,500.00
3	Construction Engineering	5, Each	\$ 3050.00	\$15,250.00
4	Erosion Control Fence	1,488, LFt.	\$ 7.00	\$10,416.00
5	Concrete Wash-off Facility	5, Each	\$ 2,375.00	\$11,875.00
6	Inlet Protection	3, Each	\$ 170.00	\$ 510.00
7	Masonry Sign Wall	1, Each	\$111,200.00	\$111,200.00
8	Masonry Wall, 2 wings	2, Each	\$ 67,250.00	\$134,500.00
9	Masonry Wall, 4 wings	2, Each	\$ 85,900.00	\$171,800.00
10	Removal and Disposal, excess fill	1,159, CYd.	\$ 46.00	\$53,314.00
11	Excavation & Backfill Balanced Quantities	606, CYd.	\$ 40.00	\$24,240.00
12	Planting Soil Backfill	1,159, CYd.	\$ 51.00	\$59,109.00
13	Irrigation Service & Connections	5, Each	\$ 5,650.00	\$28,250.00
14	Irrigation Boring / Jacking	40, LFt.	\$ 45.00	\$ 1,800.00
15	Irrigation Controls / Backflow Preventers	5, Each	\$ 1,695.00	\$ 8,475.00
16	Control Valves, Drip Tubing, Emitters	5, Each	\$10,735.00	\$53,675.00
17	Electric Service & Connections	5, Each	\$ 7,797.00	\$38,985.00
18	Electric Conduit Boring / Jacking	305, LFt.	\$ 40.00	\$12,200.00
19	Sign Wall Lighting	1, Each	\$25,990.00	\$25,990.00
20	Masonry Pier Lighting	4, Each	\$28,250.00	\$141,250.00
21	Street Trees	14, Each	\$ 368.00	\$ 5,152.00
22	Ornamental Trees	21, Each	\$ 345.00	\$ 7,245.00
23	Shrubs	120, Each	\$ 46.00	\$ 5,520.00
24	Ornamental Grasses	1,185, Each	\$ 40.00	\$ 840.00
25	Perennials	13,615, Each	\$ 16.20	\$220,563.00
26	Turf, Seeding	87, Lbs.	\$ 34.00	\$ 2,958.00
27	Hardwood Mulch	487, CYd.	\$ 85.00	\$41,395.00

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>	
<b>Person Providing Goods/Services</b>	<b>Date Goods/Service Provided</b>	<b>Goods/Services Provided (Describe each good/service separately and in detail)</b>	<b>Cost Per Item</b>	<b>Hourly Rate/Hours Worked</b>	<b>Total</b>
		<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:	\$1,000,000 each employee
Bodily Injury by Accident/Disease:	\$1,000,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

#### Commercial General Liability:

General Aggregate Limit (other than Products/Completed Operations):	\$6,000,000
Products/Completed Operations:	\$5,000,000

#### Personal & Advertising Injury

Each Occurrence Limit:	\$5,000,000
------------------------	-------------

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

Bodily Injury and Property Damage:	\$5,000,000 each occurrence
------------------------------------	-----------------------------

#### Umbrella Excess Liability

If a commercial umbrella liability policy is used to satisfy the minimum limits of liability requirements, the combined limits must equal these minimum limits of liability.

EXHIBIT D

AFFIDAVIT

Glenda C. Hill, 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 Smock Fansler Corporation (the "Employer") in the position of Human Resource 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 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 4th day of October, 2016.

Glenda C. Hill

Printed: Glenda C. Hill

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.

Glenda C. Hill

Printed: Glenda C. Hill



Employment Eligibility Verification



Welcome  
GLEND HILL

User ID  
GHIL1665

Last Login  
10:55 AM - 09/23/2013 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
- EdR 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: SMOCK FANSLER CORPORATION

[View / Edit](#)

Company ID Number: 584783

Doing Business As (DBA) Name:

DUNS Number: 016444580

Physical Location:

Address 1: 2910 W. MINNESOTA ST

Address 2:

City: INDIANAPOLIS

State: IN

Zip Code: 46241

County: MARION

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 351057871

Total Number of Employees: 20 to 99

Parent Organization: SMOCK FANSLER CORP

Administrator:

Organization Designation:

Employer Category: Local Government

NAICS Code: 236 - CONSTRUCTION OF BUILDINGS

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)

[View MOU](#)

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER  
**34327**

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
9/26/2016			00350511	Project 16-ENG-13; Contract Date <del>08-19-15</del> 10.26.16

**SMOCK FANSLER CORP**  
VENDOR 2910 W MINNESOTA ST

City Engineering's Office  
SHIP TO  
1 Civic Square  
Carmel, IN 46032-  
Kate Lustig

INDIANAPOLIS, IN 46241 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
8773				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 COIT Bond Fund

Account: 94-650.04

1 Each

ASA 1 - Carmel Roundabout Landscape Improvements - SW 1,277,762.00 \$1,277,762.00  
Clay

Sub Total \$1,277,762.00



Send Invoice To:

Skip Tennancour  
American Structurepoint, Inc.  
8425 Wicklow Way  
Brownsburg, IN 46112

2016 COIT Bond

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$1,277,762.00

**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

CLERK-TREASURER

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

CONTROL NO. 34327

Approved By 



## **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 Wilkinson Brothers, 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 01-6360-06 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards. Vendor will not perform any of the Services detailed in Exhibit A prior to obtaining a written Notice to Proceed from the City. Upon receiving a Notice to Proceed, the Vendor shall perform only those Services specifically detailed in the Notice. If the Vendor desires clarification of the scope of any Notice to Proceed, the Vendor shall obtain such clarification from the City in writing, prior to performing the service set forth in the Notice to Proceed. Any services performed without the City's prior express written authorization will not be compensated.

**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 Thousand Five Hundred Dollars (\$3,500.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within sixty (60) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

**4. WARRANTY:**

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

5. **TIME AND PERFORMANCE:**

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

6. **DISCLOSURE AND WARNINGS:**

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

7. **LIENS:**

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

8. **DEFAULT:**

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

9. **INSURANCE AND INDEMNIFICATION:**

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

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY:

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

13. NO IMPLIED WAIVER:

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

14. NON-ASSIGNMENT:

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

15. RELATIONSHIP OF PARTIES:

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

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

If to Vendor:	Wilkinson Brothers PO Box 235 Fishers, IN 46038 ATTENTION: Corey Wilkinson
---------------	---

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.

Wilkinson Brothers  
Utilities - 2016  
Appropriation #01-6360-06; P.O. #W10013  
Contract Not To Exceed \$3,500.00

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

CITY OF CARMEL, INDIANA

WILKINSON BROTHERS

by and through its Board of Public  
Works and Safety

By:

By:

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

\_\_\_\_\_  
*Corey L. Wilkinson*  
Authorized Signature

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

\_\_\_\_\_  
COREY L. WILKINSON  
Printed Name

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

\_\_\_\_\_  
OWNER  
Title

ATTEST:

FID/TIN: 30-0410613

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

Date: 9/13/16

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

## MIDTOWN WATER TOWER: GRAPHIC DESIGN



### Design Approach:

- Determine a creative solution that complements the tower's surroundings.
- Make the tower look like part of the landscape, not a relic that had to be worked around.
- Much like we carefully manage the visual communications for the City, we will be conscientious of how the graphics represent Carmel and Midtown.

### Design Process:

#### 1. Concepting:

During this phase, we'll research successful examples as well as determine what to avoid. We will create multiple options (at least five strong examples) that show multiple color palettes, font treatments and graphic elements. Our mock-ups will be digitally edited to show what it would look like on the actual tower (easy to present or share with decision-makers). These concepts will allow us to narrow down the direction and dial in the right approach.

#### 2. Production:

Once the right concept is chosen, we'll prepare the art in a way that the paint vendor can easily scale for application. We will also help manage the hand-off of files, make any adjustments, and address any concerns the painting company may have from start to finish.

3. Final Review and Installation: We will provide a final review of the graphics and ensure they are installed correctly.

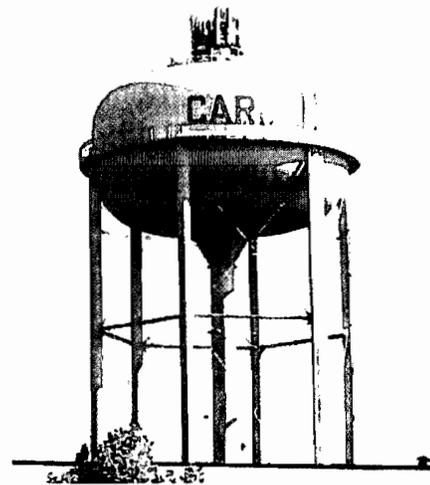
It's tough to nail down a fixed cost for the concepting phase above since it hinges upon how much exploration is requested after the initial presentation. We realize some clients may prefer many, many comps to exhaust all options. Our estimate covers what we believe is necessary for careful work, but the 5K cap would allow expansion should we need more time.

### Something to consider:

If we end up coming in under budget, we'd love to help apply any artistic solutions to the base of the tower whether it be a concept for the landscape or creative ground space. We can also roll the hours into a graphic solution for the smaller tower on 146th Street near Cool Creek. Either way, we'd love to help provide creative solutions beyond the Midtown tower graphics if the opportunity arises.

Thank you for allowing us to provide our thoughts and input!

*Corey L. Wilkinson*



EXHIBIT

A  
10/1

**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	
		<b>GRAND TOTAL</b>			

\_\_\_\_\_  
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

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032

**INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0**

**FEDERAL EXCISE TAX EXEMPT  
35-6000972**

PAGE 1

PURCHASE ORDER NUMBER  
**W10013**

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
9/7/2016			358230	

**VENDOR** WILKINSON BROTHERS  
PO BOX 235  
FISHERS IN 46038

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

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	Each	Paint MidTown water tower	3,500.00 01-6360-06	3,500.00

**PLEASE INVOICE IN DUPLICATE**

Credit 0.00

Department	Account	Project	Project Account	AMOUNT

**PAYMENT** 3,500.00

**SHIPPING INSTRUCTIONS**

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

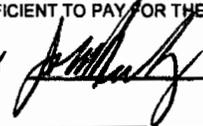
- \* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFADAVIT ATTACHED.
- \* I HEREBY CERTIFY THAT THERE IS AN OBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER

ORDERED BY

TITLE

CLERK-TREASURER

**DOCUMENT CONTROL NO. W10013**

  
\_\_\_\_\_



Company ID Number: 651595

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.

<b>Employer Wilkinson Brothers Inc.</b>	
<b>Corey Wilkinson</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>03/13/2013</b> Date

<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>03/13/2013</b> Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Wilkinson Brothers Inc.
Company Facility Address:	13120 Nottingham Rd. Fishers, IN 46038
Company Alternate Address:	P.O. Box 235 Fishers, IN 46038
County or Parish:	HAMILTON
Employer Identification Number:	300410613

Company ID Number: 651595

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>• INDIANA 1 site(s)</li></ul>	

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

Name:	<b>Brandy J Wilkinson</b>	Fax Number:
Telephone Number:	<b>(317) 989 - 4581</b>	
E-mail Address:	<b>brandy@wilkinsonbrothers.com</b>	

Kronos Incorporated  
Carmel Fire Department - 2016  
Appropriation #43-515.02; P.O. 24868  
Contract Not To Exceed \$10,235.03



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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and Kronos Incorporated (the "Vendor"), as City Contract dated October 17, 2014 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit 'A'. The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA

KRONOS INCORPORATED

by and through its Board of Public  
Works and Safety

By:

By:

James Brainard, Presiding Officer

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

Authorized Signature

Mary Ann Burke, Member

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

Printed Name

John O'Brien

Sr. Vice President, Global Sales

Title

Lori S. Watson, Member

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

FID/TIN: 04-2640942

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

ATTEST:

Date: September 23, 2016

Christine Pauley, Clerk-Treasurer

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



# Support Services Quote

Page 1 of 2

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

Quote Type: Renewal  
Customer: CARMEL FIRE  
Solution ID: 6105357  
Contract #: 1189182 R02-SEP-18  
Date: 07-SEP-2016  
Prepared by: Jennifer Phillips / US Central3

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

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

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

## CONTRACT SUMMARY

Contract Period: 01-JAN-2017 - 31-DEC-2017

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$10,235.03	\$0.00	\$10,235.03
<b>Total</b>	<b>\$10,235.03</b>	<b>\$0.00</b>	<b>\$10,235.03</b>

Annualized Contract Value: \$10,235.03

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

## IMPORTANT NOTES

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

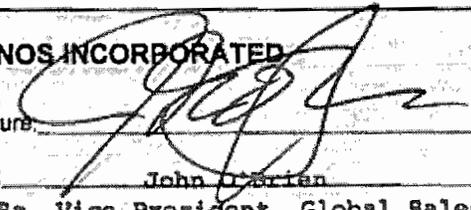
<b>CARMEL FIRE</b>	<b>KRONOS INCORPORATED</b>
Signature: _____	Signature: 
Name: _____	Name: John O'Brien
Title: _____	Title: Sr. Vice President, Global Sales
Date: _____	Date: September 23, 2016

EXHIBIT A  
1 of 2



# Support Services Quote

Page 2 of 2

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

Quote Type: Renewal  
Customer: CARMEL FIRE  
Solution ID: 6105357  
Contract #: 1189182 R02-SEP-16  
Date:  
Prepared by: Jennifer Phillips / US Central3

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

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

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

## SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	TELESTAFF ENTERPRISE V2	200	01-JAN-2017	31-DEC-2017	365
2	Platinum	TELESTAFF GATEWAY V2 INTERFACE TO WFC		01-JAN-2017	31-DEC-2017	365
3	Web Access	TELESTAFF WEB ACCESS V2 - TSG HOSTED	200	01-JAN-2017	31-DEC-2017	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	\$10,235.03	\$0.00	\$10,235.03

EXHIBIT A  
2 of 2

CITY OF CARMEL

TO:  
**Gradex, Inc.**  
 12900 N. Meridian St.  
 Suite 120  
 Carmel, IN 46032

CONTRACT CHANGE ORDER NO.: 1  
 DATE: September 26, 2016  
 PROJECT NAME: 126<sup>th</sup> St. Improvements  
 CITY REQ. NO.: 16-ENG-04  
 CITY PO NO.: \_\_\_\_\_  
 CITY PO DATE: \_\_\_\_\_



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

**A field office item is being added to the contract to handle the construction inspection staff for Carmel. The field office item only includes the deposit, utilities, rent, taxes and fees.**

ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS
<b>EW Item #135 Field Office</b>	<b>12 Months \$2,482.53 / Month</b>	<b>0 Days</b>

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: N/A W.D.C. No.: N/A  
 Other: **Attached itemized change order document from Gradex, Inc.**

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

Contract Price prior to this Change Order \$ 3,873,423.36  
 Contract Price will be increased/decreased by this Change Order \$ 29,790.36  
 New Contract Price including this Change Order \$ 3,903,213.72  
 Contract Time Prior to this Change Order \_\_\_\_\_ Days 11/18/16 Substantial Completion Date  
 Net increased/decreased resulting from this Change Order 0 Days  
 Current Contract Time including this Change Order \_\_\_\_\_ Days 11/18/16 Substantial Completion Date  
 This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended  
 American Structurepoint, Inc.  
 ENGINEER  
 7260 Shadeland Station  
 Address  
 Indianapolis, IN 46256  
 City/State/Zip  
 By: [Signature]  
 Phone: 317-547-5580  
 Date: 9/26/16

The Above Changes Are Accepted:  
 Gradex, Inc.  
 CONTRACTOR  
 12900 N. Meridian St.  
 Address  
 Carmel, IN 46032  
 City/State/Zip  
 By: [Signature]  
 Phone: 317-220-2805  
 Date: 9/28/16

Approved:  
 James Brainard, Mayor  
 Mary Ann Burke, Member  
 Lori Watson, Member  
 ATTEST:  
 Christine S. Pauley, Clerk-Treasurer  
 Date: \_\_\_\_\_  
[Signature]  
 Jeremy Kashman, PE



**CHANGE ORDER**

Project: 126th Street Improvements #16ENG04

Change Order Number: 1

TO: 

City of Carmel One Civic Square Carmel, IN 46032
--

Change Order Date: 9/15/2016

Contract For: Road Rehabilitation

Original Contract Date: 7/6/2016

You are directed to make the following change in the contract:

Add the following item:

Item #135 Jobsite Office Rental

12 Months @ \$2482.53 monthly = \$29,790.36

Not valid until signed by both parties.

All other terms and conditions of the Contract remain unchanged

Signature of the Subcontractor indicates his agreement herewith, including any adjustment in the contract sum or contract time.

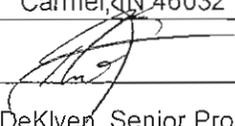
The original Contract Sum was	\$	<u>3,873,423.36</u>
Net change by previously authorized Change Orders	\$	<u>-</u>
The Contract Sum prior to this Change Order was	\$	<u>3,873,423.36</u>
The Contract Sum will be adjusted by this Change Order	\$	<u>29,790.36</u>
The new Contract Sum including this Change Order will be	\$	<u>3,903,213.72</u>
The Contract Time will adjusted by the following number of days		<u>0</u>
The Date of Substantial Completion as of the date of this change order is		<u></u>

CONTRACTOR  
Gradex, Inc.

OWNER  
City of Carmel

ADDRESS  
12900 N. Meridian Street  
Suite 120  
Carmel, IN 46032

ADDRESS  
One Civic Square  
Carmel, IN 46032

BY:   
Tom DeKlyen, Senior Proj. Mgr.

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

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE: September 15th, 2016

DATE: \_\_\_\_\_

Recapitulation  
 Job # 16131 - 126th Street Improvements (Rangeline to Keystone)  
 Office Space (Rent & Utilities)

Description	Quantity	unit	unit price materials	material cost	unit cost Labor	L & E cost	unit cost Equipment	Extended	Unit cost Sub	Sub Price
Labor and Equipment				-		-				-
Materials				-		-				-
Miscellaneous				-		-				-
Office Space Rental - Mohawk Landing				-		-				-
Provide 915sf Office Space including utilities for a period of 12 months				-		-				-
Notes: Excludes furniture, computers, etc. Assumes \$1,250.00 security deposit will NOT be returned.										
Deposit	1.00	LS		-		-			\$ 1,250.00	\$ 1,250.00
Utilities (includes cable/internet; electric, etc.); includes lump sum \$200 Insurance premium for building structure only)	12.00	MO		-		-			\$ 450.00	\$ 5,400.00
Rent	12.00	MO		-		-			\$ 1,250.00	\$ 15,000.00
Additional Rent (Taxes, Property Management Fees, Common Area Maintenance, etc)	12.00	MO		-		-			\$ 354.56	\$ 4,254.72
Sub Totals										\$ 25,904.72

Sales Tax 0% \$ -  
 Allowable Mark up 12% \$ -  
 Bond & Insurance Premiums (actual cost) .75% \$ -  
 B & I Mark-up 10% \$ -

Sub Totals \$ - \$ - \$ - \$ - \$ - \$ -  
 Total = \$ 29,790.43

CO # 1  
 Item # 135  
 Jobsite Office Rental  
 \$ 29,790.36  
 12 months @ \$ 2,482.53/mo.  
 \$ 24,825.3/mo.



### Vitals SmartShopper Services Agreement

This Vitals SmartShopper Service agreement ("Agreement") is dated August 9, 2016 and is between MDX Medical Inc. d/b/a Vitals, a Delaware Corporation, located at 160 Chubb Avenue, Lyndhurst, New Jersey 07071 ("Vitals") and City of Carmel, located at One Civic Square, Carmel, IN 46032 ("Customer").

The Customer seeks help to avoid paying higher claims costs for employee health care through the use of the Vitals SmartShopper Program ("SmartShopper Program") by providing incentives to Members who utilize "Cost-Effective Providers" (as defined below) and further described in "Attachment A".

1. **Term.** This Agreement shall become effective on December 1, 2016 ("Effective Date") and shall continue for a period of three (3) years.
2. **Definitions.** For purposes of this Agreement, the following definitions apply:
  - a. **"Member"** means any Customer employee or dependent of that employee's family that is insured through the Customer's fully insured/self-funded health benefit program and has access to the SmartShopper Program.
  - b. **"Cost-Effective Provider"** means a provider that has been identified through the SmartShopper Program as qualifying for an incentive.
  - c. **"Incentive Fund"** means an account held by Vitals and funded by the Customer for the use by Vitals in providing Incentive Reward Payments to Members when care is received at a Cost-Effective Provider.
  - d. **"Incentive Reward Payment"** means a physical check mailed to the Member's mailing address by Vitals written out of the Incentive Fund. Checks for Members under the age of 18 will be made payable to and mailed to the Member.
3. **Customer Expectations.**
  - a. On or before the Effective Date, Customer agrees to deliver a leadership announcement both electronically and via home mailing to all Members establishing a clear expectation that Members should utilize the SmartShopper Program whenever they are to procure a healthcare service covered under the SmartShopper Program.
  - b. Throughout the term of this Agreement, Customer agrees to deliver periodic communications to covered Members regarding the SmartShopper Program.
  - c. Customer will not supply individual Member contact information to Vitals for Member communications about the Program. Customer agrees that Vitals may send SmartShopper Program awareness communications, transactional communications or communications related to a Member's individual SmartShopper transaction or experience directly to Member, provided Member supplies contact information. Customer acknowledges that Incentive Reward Payments will be sent to Members based on information provided to Vitals from Anthem.
4. **Incentive Reward Payments.** Vitals shall provide Incentive Reward Payments to Members that fully comply with the terms of the SmartShopper Program and utilize a Cost-Effective Provider for a medical procedure listed in "Attachment B". Incentive Reward Payments shall be mailed no later than thirty (30) days after Vitals has determined that an Incentive Reward Payment is due. Vitals shall make the authorized Incentive Reward Payments from the Incentive Fund. Funds held in the Incentive Fund account shall be used by Vitals for the sole purpose of making Incentive Reward Payments and Vitals shall return any unused funds upon termination or expiration of this Agreement, after all outstanding Incentive Reward Payments have been made, but no later than ninety (90) days after the termination or expiration date. Furthermore, Customer shall have the right to request, upon



thirty (30) days advanced written notice, an updated accounting of the funds in the Incentive Fund account.

**5. Fees; Incentive Fund.**

a. Fees.

i. The administrative fee to administer the SmartShopper program shall be \$.85 per member per month (PMPM) and Vitals shall invoice the administrative fee by the 15<sup>th</sup> of the current month. All invoices shall be paid within thirty-five (35) days of receipt by the Customer.

b. Incentive Fund.

i. Vitals shall invoice Customer an amount equal to \$1000.00 ("Initial Incentive Fund Amount") for the purpose of establishing the working Incentive Fund to be used for providing Incentive Reward Payments to Members. The Initial Incentive Fund Amount shall be due to Vitals within ten (10) days after the Effective Date of the Agreement.

ii. Incentive Reward Payments, identified by Member, shall be invoiced monthly to Customer by Vitals and shall be paid by Customer within thirty-five (35) days of receipt of an invoice.

iii. The sufficiency of the amount of the Incentive Fund shall be reviewed periodically by the parties. The parties mutually agree to increase the Incentive Fund upon determination that the initial up-front funding amount is insufficient based on the volume of Incentive Reward Payments made. Vitals shall have the right in its sole and reasonable discretion to cease the processing of Incentive Reward Payments until sufficient funds are deposited into the Incentive Fund.

6. **Confidentiality.** Information provided to Customer regarding SmartShopper Program utilization shall not include Member name. The Parties understand and agree that Vitals has entered an agreement with Anthem, Inc. ("Anthem") under which Vitals is acting as a subcontractor (as that term is defined under the 45 C.F.R. §160.103 of the HIPAA Privacy Rule) of Anthem for the purposes of providing the services described herein. As such, Vitals has entered into a business associate agreement with Anthem in the manner compliant with 45 C.F.R. §164.504(e), which governs any Protected Health Information related to Members that Vitals creates, uses, discloses, receives and/or maintains under this Vitals SmartShopper Services Agreement.

7. **Authority to Authorize Incentive Reward Payment.** Vitals has the sole authority to determine if the Member has complied with the terms of the SmartShopper Program requirements and is eligible to receive Incentive Reward Payment(s), and to authorize or deny such payment based on Vitals' compliance and eligibility determination.

8. **Cancellation.** Either party has the right to terminate the Agreement at any time for any reason with ninety (90) days written notice to the other party. Vitals reserves the right to cancel the administration of the SmartShopper Program if any invoices are not paid within thirty-five (35) days of receipt, for two (2) consecutive months. Subsequent to the termination of the expiration of this Agreement, in addition to any administrative fees owed, Customer shall be responsible for reimbursing Vitals all Incentive Reward Payments earned by Members prior to the termination or expiration of the Agreement.

9. **Intellectual Property.** As between Customer and Vitals, Vitals retains all right title and interest in and to all intellectual property rights and any and all technology used to provide the SmartShopper Program to Customer (collectively, the "Vitals IP"), and Customer acquires no rights with respect to



the Vitals IP, by implication or otherwise, except for those expressly granted in this Agreement. Vitals shall own all data generated from the Smartshopper Program, including any user registrations.

10. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED THEREFROM) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS, LOSS OF GOODWILL OR REPUTATION) OR LOSS OF DATA WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING FROM OR RELATING TO THE SMARTSHOPPER PROGRAM, OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. IN NO EVENT WILL THE LIABILITY OF EITHER PARTY FOR DAMAGES OR ALLEGED DAMAGES UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO VITALS DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Customer acknowledges that the limitation of liability set forth in this **Section 10** shall not apply to Vitals' claims for unpaid fees and that Vitals has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The Parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.
11. **Assignment.** The parties may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Notwithstanding the foregoing, Vitals shall be permitted to assign or otherwise transfer this Agreement or any of its rights hereunder to an acquirer of Vitals or to an acquirer of substantially all of the assets of Vitals.
12. **Force Majeure.** Neither party will be liable for, or be considered to be in breach of or default under this Agreement, other than monetary obligations, as a result of any cause or condition beyond such party's reasonable control.
13. **Waiver.** No oral modifications shall be effective, and no delay or failure on the part of either party to insist on compliance with any provision hereof shall constitute a waiver of such party's right to enforce such provision.
14. **Notice.** All notices and other communications hereunder will be in writing or by written telecommunication, and will be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested or by written telecommunication to the address of the party set forth above, or to such address as the recipient of such notice or communication will have specified to the other party hereto in accordance with this section.
15. **Governing Law.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Indiana (except that body of law controlling conflicts of law). The Parties irrevocably consent to jurisdiction and venue in the Federal and state courts of Indiana.



16. **Promotion.** Customer agrees to provide a high-resolution logo image file to Vitals for use on the SmartShopper website and understands that Vitals may distribute press releases indicating that Customer is a client of Vitals.
17. **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"), Vitals 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 Attachment C, 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 Customer with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vitals 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 Vitals 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.
18. **Iran Certification.** Pursuant to I.C. § 5-22-16.5, Vitals shall certify that, in signing this document, it does not engage in investment activities within the Country of Iran.
19. **Scope of Agreement; Entire Agreement.** This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. The section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of this Agreement. The illegality, invalidity, or unenforceability of any provision of this Agreement shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and that provision, and this Agreement generally, shall be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the parties as expressed in this Agreement. If an ambiguity or question arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Signatures exchanged via facsimile, pdf/email or other electronic method shall be binding. A photocopy of a fully- or partially-executed original of this Agreement, including for example a facsimile or graphical-image copy, will be admissible in evidence for all purposes in any proceeding as between the Parties to the same extent (if any) as the original.

[SIGNATURE PAGE FOLLOWS]



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

CITY OF CARMEL, INDIANA

MDX MEDICAL, INC.

by and through its Board of Public Works and Safety

By:

By: *Eric W Gross*

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

Authorized Signature  
Eric W. Gross

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

Printed Name  
Senior VP, Legal

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

Title  
FID/TIN: 26-3441881

ATTEST:

Last Four of SSN if Sole Proprietor: 6076  
Date: 10/5/16

Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_



### Attachment A

**SmartShopper Program.** Except as the parties may otherwise agree and document in an amendment, Vitals shall adhere to the following requirements for the SmartShopper Program:

- A. A Member shall be able to obtain provider related cost information for select medical procedures as well as information regarding the availability of any associated Incentive Reward Payment, by either contacting Vitals through a toll free telephone number or a website, both of which shall be provided for by Vitals.
- B. The list of Medical Procedures included in the SmartShopper Program is identified in "**Attachment B**".
- C. Vitals shall issue Incentive Reward Payments to Members in the amounts mutually agreed upon by the Customer and Vitals, which are also reflected in **Attachment B**.
- D. Prior to providing any information, Vitals shall require the Member to verify Member's eligible status to use the SmartShopper Program.
- E. Following Vitals's verification of eligibility, the Member shall indicate the healthcare procedure to be performed as well as his/her initial preference, if they were to have one, on the location to have the procedure performed.
- F. Vitals shall provide to the Member cost-related information related to Customer's participating providers who can perform the requested procedure. Vitals shall also inform the Member which providers, if any; will qualify the Member for an Incentive Reward Payment.
- G. Upon Vitals' verification of the Member's use of a provider that qualified him/her for an Incentive Reward Payment, Vitals shall mail the Incentive Reward Payment to the Member. Vitals shall verify Member's qualification for an Incentive Reward Payment by confirming, utilizing claims payment information provided by Health Plan that a request for payment from the provider for the specific service in question was received and processed by Health Plan.
- H. Vitals shall generate and mail all Incentive Reward Payments to Members within 30 days of receipt of the claims payment information provided by Health Plan and upon verification that such a reward is owed to the Member



**Attachment B – Incentive Scale**

Except as the parties may otherwise agree and document in an amendment, the following list of medical procedures and incentives shall be included in the SmartShopper Program:

SEE HEALTH CARE DIFFERENTLY.

**vitals**smartshopper

Save Money and Earn  
Cash Rewards on Health Care Services!

www.vitalssmartshopper.com | 1-800-824-9127  
M-TH: 8:30AM-8:00PM EST | F: 8:30AM-5:00PM EST

Incentive Reward Services	Incentive Amount (Most cost-effective)	Incentive Amount (2nd most cost-effective)
Back Surgery - Laminectomy Inpatient	\$250	\$100
Back Surgery - Laminectomy, Discectomy and Foraminotomy	\$250	N/A
Bladder Repair for Incontinence (Sling)	\$250	\$100
Bladder Scope with Stent	\$150	N/A
Bone and Joint Imaging of Whole Body	\$50	\$25
Bone Density Study of Spine/Pelvis	\$50	\$25
Breast - Biopsy using a special probe	\$250	\$100
Breast - Needle Biopsy (with Imaging)	\$250	\$100
Breast Lumpectomy	\$150	\$75
Bronchoscopy	\$200	\$100
Bunionectomy	\$250	\$100
Chest X-Ray	\$50	\$25
Colonoscopy	\$200	\$100
CT Angiography, Abdomen w/o & w/ contrast	\$150	\$75
CT Angiography, Head w/o & w/ contrast	\$150	\$75
CT Angiography, Pelvis w/o & w/ contrast	\$150	\$75
CT Scan Abdomen	\$150	\$75
CT Scan Abdomen & Pelvis	\$150	\$75
CT Scan Chest	\$150	\$75
CT Scan Head/Brain	\$150	\$75
CT Scan Lumbar Lower Spine	\$150	\$75
CT Scan Mouth, Jaw, Neck	\$150	\$75
CT Scan Pelvis	\$150	\$75
Ear - Insertion of Ventilating Tube	\$250	\$100
Eye Surgery - Cataract Removal	\$150	\$75
Gall Bladder - Removal (by Laparoscope)	\$250	\$100
Groin - Hernia Repair 5 Years and Older	\$250	\$100
Hammertoe Correction	\$150	\$75
Hand Surgery - Carpal Tunnel	\$150	\$75
Hip Replacement- Joint Replacement Surgery	\$250	N/A
Hysterectomy	\$250	N/A
Hysteroscopy with Removal of Lesion(s) or Uterine Lining (e.g. Endometrial)	\$250	N/A
Knee - Cartilage Repair (using Arthroscopy)	\$250	\$100
Knee - Ligament Repair (Anterior Cruciate Ligament by Arthroscopy)	\$250	\$100
Knee Replacement- Joint Replacement Surgery	\$250	N/A

Please note that members will be presented both incentive options EXCEPT when the second option is 25% higher than the most cost-effective option in the area. In this situation, only the top incentive will be offered. For certain inpatient procedures, only one incentive option is provided.

SEE HEALTH CARE DIFFERENTLY.

**vitals**smartshopper

Save Money and Earn  
Cash Rewards on Health Care Services!

www.vitalsmartshopper.com | 1-800-824-9127  
M-TH: 8:30AM-8:00PM EST | F: 8:30AM-5:00PM EST

Incentive Reward Services	Incentive Amount (Most cost-effective)	Incentive Amount (2nd most cost-effective)
Laparoscopic Removal of Ovaries and/or Fallopian Tubes	\$250	\$100
Laparoscopic Tubal Block or Tubal Ligation	\$250	\$100
Lithotripsy - Fragmenting of Kidney Stones	\$250	\$100
Mammogram	\$50	\$25
MRI Abdomen	\$150	\$75
MRI Head/Brain	\$150	\$75
MRI Lower Limb	\$150	\$75
MRI Lower Limb with Joint	\$150	\$75
MRI Lumbar Spine	\$150	\$75
MRI Neck Spine	\$150	\$75
MRI Orbit/Face/Neck	\$150	\$75
MRI Pelvis	\$150	\$75
MRI Spine	\$150	\$75
MRI Upper Joint	\$150	\$75
MRI Upper Limb	\$150	\$75
Nasal/Sinus - Corrective Surgery - Septoplasty	\$250	\$100
Nasal/Sinus - Endoscopy - Sinus Surgery	\$250	\$100
PET Scan Image from Skull base to Mid-Thigh	\$150	\$75
PET Scan Image of Whole Body	\$150	\$75
Removal of Plaque Build-Up In the Major Neck (Carotid) Arteries	\$150	\$75
Removal of Prostate Gland and Surrounding Tissue	\$150	\$75
Repair of Umbilical Hernia (Age 5+)	\$250	\$100
Revision of Total Hip or Total Knee Replacement	\$250	\$100
Shoulder - Rotator Cuff Repair (using Arthroscopy)	\$250	\$100
Shoulder - Surgical examination (using Arthroscopy)	\$250	\$100
Spinal Fusion (Anterior)	\$500	\$100
Spinal Fusion (Posterior)	\$500	\$100
Stomach - Upper Digestive Tract Examination (using Endoscopy)	\$200	\$100
Tonsillectomy and Adenoidectomy, Over Age 12	\$250	\$100
Tonsils and Adenoids - Removal, under age 12	\$250	\$100
Total Thyroid Removal	\$250	\$100
Ultrasound of Abdomen	\$50	\$25
Ultrasound of Breast(s)	\$50	\$25
Ultrasound of Head and Neck	\$50	\$25
Ultrasound of Pelvis	\$50	\$25
Urethra and Bladder Scope	\$150	\$75

Please note that members will be presented both incentive options EXCEPT when the second option is 25% higher than the most cost-effective option in the area. In this situation, only the top incentive will be offered. For certain inpatient procedures, only one incentive option is provided.



ATTACHMENT C

AFFIDAVIT

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

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by \_\_\_\_\_ (the "Employer")  
in the position of \_\_\_\_\_.
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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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: \_\_\_\_\_

# CITY OF CARMEL FACILITY USE REQUEST FORM

Name/Organization: American Cancer Society

Point of Contact: Jordan Tojo

Address: 5635 Wawn St. ste 100

City, State, Zip: Zionsville, IN 46278

Home Phone: (317) 344 7030 Cell Phone: (631) 346 4275

Email Address: jordan.tojo@cancer Fax Number ( ) \_\_\_\_\_

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

Day and Date Requested: June 3rd, 2017 - Saturday

Time Requested: 9 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: Relay For Life event Number of People Expected: 300

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

City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

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

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

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

Received this 24 day of August, 2016.

**Mayor's Office**

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

Name/Organization: Creekside CoA.

Point of Contact: Gretchen Lough

Address: 3002 E 57th St.

City, State, Zip: Indianapolis, IN 46220

Home Phone: ( ) Cell Phone: (317) 331-3832

Email Address: glough@ardstlmgmt.com Fax Number ( )

For Profit Organization:  Non-Profit Organization:  Individual:

Day and Date Requested: November 14th, Monday

Time Requested: 5:30 a.m./p.m. to: 7:30 a.m./p.m. (This includes set-up and clean-up time.)

Rehearsal Date: — Time: — a.m./p.m. to — a.m./p.m.

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

Special Requests: Electricity  Fountain Restroom  Other

Purpose: Annual meeting Number of People Expected: 40

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 6<sup>th</sup> day of October, 2016.

**Mayor's Office**

Revised: 04/16/2011

**CITY OF CARMEL  
FACILITY USE REQUEST FORM**

Name/Organization: Horsier Day Lily Society, Inc.

Point of Contact: Bret S. Clement

Address: 13816 Laredo Dr

City, State, Zip: Carmel, IN 46032

Home Phone: (43) Cell Phone: (317) 902-5303

Email Address: brclement@rcs-law.com Fax Number ( )

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

Day and Date Requested: Nov. 17, 2016, Jun 26, 2017, Feb 23, 2017, Mar 23, 2017, April 27, 2017  
7:00 a.m. - 9:00 a.m. all Thursday

Time Requested: 7 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 \_\_\_\_\_

Purpose: Club Meeting Number of People Expected: 20-30

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

City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: N/A

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

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

Received this 11<sup>th</sup> day of October, 2016.

**Mayor's Office**

Revised: 04/16/2011

Nancy Heck OK NSH 10-11-16  
Lt. Jeff Horner OK JH-9-30-16  
Adam Harrington OK-AH-9-29-16

# CITY OF CARMEL FACILITY USE REQUEST FORM

Name/Organization: DANNY BOY BEER WORKS

Point of Contact: YOLANDA MENSIK

Address: 12702 MEETING HOUSE RD.

City, State, Zip: Carmel IN 46032

Home Phone: ( ) 317-564-0622 Cell Phone: ( ) 574-360-0257

Email Address: Yolanda.mensik@dannyboybeerworks.com Fax Number ( )

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

Day and Date Requested: SATURDAY Oct-29

Time Requested: 2 a.m./p.m. to: 1 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: Outdoor festival Number of People Expected: 1000, to 1500

Vendors: Yes X 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) Village of West Clay MEETING HOUSE ROAD - ~~to~~ RHETTSBURY TO ALLEY TO NORTH

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 28<sup>th</sup> day of September, 2016.

## Mayor's Office

**CITY OF CARMEL  
FACILITY USE REQUEST FORM**

Permissions/Date 7-12-16  
Nancy Heck OK Per Nancy Heck/  
Lt. Jeff Horner OK-JH-7-25-16  
Adam Harrington OK-AH-7-26-16  
per Engineering - OK-Josh/Jerr  
7-8-16

Name/Organization: 131 Event Productions LLC

Point of Contact: James Nichols

Address: 12315 Twyckenham Drive

City, State, Zip: Fishers IN 46037

Home Phone: ( ) \_\_\_\_\_ Cell Phone: (317) 565-9110

Email Address: jnichols0516@gmail.com Fax Number ( ) \_\_\_\_\_

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

Day and Date Requested: December 10, 2016

Time Requested: 7:00 a.m. to: 2:00 p.m. (This includes set-up and clean-up time.)

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

City Facility Requested: Gazebo  Fountain Area \_\_\_\_\_ Japanese Garden \_\_\_\_\_

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

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

Purpose:  Half Marathon & 5k \_\_\_\_\_ Number of People Expected: 1000

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

City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

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

Neighborhood Street Closing (Street(s), Address(es) Blocked) See attache maps

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 29<sup>th</sup> day of June, 2016.

**Mayor's Office**

Revised: 04/16/2011

# CITY OF CARMEL FACILITY USE REQUEST FORM

Name/Organization: Carmel International Arts Festival

Point of Contact: Dawn Fraley

Address: 21 1st Street S.W.

City, State, Zip: Carmel, IN 46032

Home Phone: (317) 439-3450 Cell Phone: (317) 600-6118

Email Address: carmelartsfest@carmelartsfestival.org Fax Number ( ) 317-843-2038

For Profit Organization:  Non-Profit Organization:  Individual:

Day and Date Requested: Friday, Sept 22nd 2017, Sat, Sept 23rd 2017, Sun, Sept 24th 2017.

Time Requested: 9/22/17 3:00 a.m. (p.m.) to 9/24/17 8:00 a.m. (p.m.) (This includes set-up and clean-up time.)

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

City Facility Requested: Gazebo  Fountain Area  Japanese Garden

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

Special Requests: Electricity  Fountain Restroom  Other

Purpose: Arts Festival Number of People Expected: 25,000

Vendors: Yes  No  (See Item 5, City of Carmel Facility Use Policy attached)

City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

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

Neighborhood Street Closing (Street(s), Address(es) Blocked) Main St. west of 1st Ave N.E. in the Arts + Design District to 4th Ave N.W. Including 1/2 block N + S of Main St. On Rangeline Rd. from 1st St. NW to the North, and to 1st St. SW to the South.

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 11<sup>th</sup> day of October, 2016.

## Mayor's Office



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CARMEL FIRE DEPARTMENT  
OF THE CITY OF CARMEL INDIANA  
AND  
THE NOBLESVILLE FIRE DEPARTMENT  
OF THE CITY OF NOBLESVILLE INDIANA  
AND  
THE WESTFIELD FIRE DEPARTMENT  
OF THE CITY OF WESTFIELD INDIANA  
AND  
FISHERS DEPARTMENT OF FIRE & EMERGENCY SERVICES  
OF THE CITY OF FISHERS INDIANA  
AND  
CICERO FIRE DEPARTMENT  
OF TOWN OF CICERO INDIANA  
FOR  
THE COORDINATION AND IMPLEMENTATION OF A JOINT HIRING INITIATIVE

The Carmel Fire Department (CFD), Noblesville Fire Department (NFD), Westfield Fire Department (WFD), Fishers Department of Fire & Emergency Services (FFES), and the Cicero Fire Department (CFD) hereinafter, collectively referred to as “the Parties”, hereby desire to collaboratively conduct new applicant testing per Indiana Merit Statute, I.C. § 36-8-3.5-1 *et seq.* amended and supplemented by the Commission from time-to-time, under the provisions of this Memorandum of Understanding (MOU).

## ARTICLE 1 – Period of MOU

### **Section 1 – Duration**

This MOU shall take effect no later than October 1, 2016, or upon approval of each Party's approving authority. This MOU shall remain in full force and effect until the expiration of this "hiring list", which shall be two (2) years from the effective date of the hiring list.

### **Section 2 – Modification of Memorandum of Understanding**

This MOU may be amended by the Parties but only if the amended MOU is in writing and approved by all Parties to the MOU in the same manner that the original was approved.

### **Section 3 – Termination**

This MOU may be terminated by any party at any time by providing written notice of the intent to terminate to each Party's Fire Chief.

## ARTICLE II – Recognition

### **Section 1 – Recognition**

This MOU recognizes that each Party has particular rules, policies, and other governing articles that may dictate their response to a situation. In those instances, all Parties will strive to resolve those differences to the best of their ability. It is recognized that all Parties engaged in this MOU are striving to reduce the duplication of effort and generally reduce the fiscal and administrative impact of conducting this process independently.

### **Section 2 – Problem Resolution**

In the event a problem or disagreement arises between the Parties to this MOU, the problem shall be submitted for resolution to a joint board of the Parties consisting of the Fire Chiefs of each Party or the Fire Chief's designee.

## ARTICLE III – Terms and Conditions

### **Section 1 – Application**

Carmel Fire Department utilizes NeoGov which is a software product used to automate the hiring and performance evaluation process. Other Parties utilize either a software product or rely on paper and pen information submission.

As a part of streamlining the hiring list process all Parties shall utilize the CFD NeoGov software through the establishment of the joint hiring list, in essence the CFD site will serve as the central repository of all candidates who apply.

The current CFD NeoGov site will be updated to reflect all pertinent information as it relates to all other Parties including but not limited to: relevant job description, benefits, salary etc.

All current pre-applications, applications or other “hard copy” documents submitted by individuals will be used to make notification to those individuals of the new NeoGov site and they will be directed to that site for all future correspondence.

## **Section 2 – Testing for Public Safety, LLC - d/b/a. The Institute for Public Safety Personnel, Inc. (IPSP)**

The majority of the Parties currently utilize the services of IPSP to conduct their respective new applicant testing. Under this MOU, IPSP will continue to serve as the testing coordinating entity.

All pre-testing meetings with IPSP should be attended by a representative of each department.

All Parties shall agree to dates and times of testing and work collaboratively to provide support personnel as necessary to facilitate the written testing process.

All Parties shall agree to provide equal numbers of personnel to serve on the various oral interview boards as required by IPSP.

Charges billed by IPSP shall be shared equally by all Parties.

## **Section 3 – Joint Hiring List Establishment**

Historically, upon completion of all testing components, as established by Merit Law I.C. 36-8-3.5-1, IPSP remits a rank ordered list of new applicants to the sponsoring Fire Department.

The outcome of this MOU will produce a rank ordered list of two hundred fifty (250) new applicants and shall distribute this list to each Party. Each Party will then apply any “additional or bonus” points as dictated by their particular Merit Commission.

## **Section 4 – Joint Hiring List Maintenance**

All Parties recognize that communication between Parties is paramount to the efficient and effective processing of potential new hires from the list. Therefore, at any time any Party starts to move forward into new hire processing (i.e. background checks, polygraph, etc.) they should make notification, by name, of those applicants who are being considered, to the other Parties. This notification does not mean that another Party cannot start their own new hire processing on that applicant, but it should be done with full disclosure to the other Parties. Procedurally it may be impractical and against Merit Commission Rules for one Party to skip or go past a candidate on the list simply because another Party has started new hire processing on that applicant. It should, therefore, be understood that if a conditional offer is extended and accepted by a candidate, that candidate is ineligible for employment by any other department

until the candidate is either returned to the list because the conditional offer has been revoked or removed from the list because the candidate was hired.

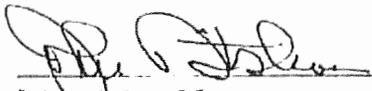
**Section 5 – Authority**

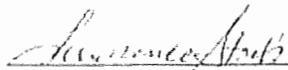
This MOU shall go into effect upon signature by all of the Parties and remain in force for the duration of the life of the hiring list, unless terminated earlier by a Party, at which time that Party will be removed from the MOU.

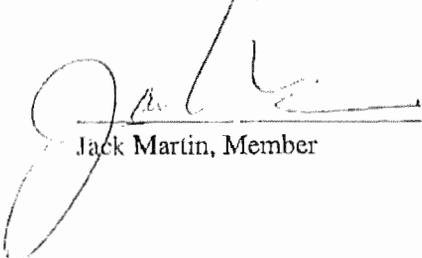
The termination of this MOU shall not affect the validity or duration of projects under this MOU that are initiated prior to such termination.

**IN WITNESS WHEREOF**, the undersigned being duly authorized by the respective Governments, have signed this MOU.

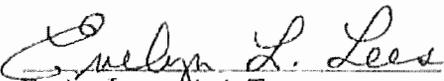
SO AGREED this 11<sup>th</sup> day of October, 2016 by the Noblesville Board of Public Works and Safety, acting on behalf of the City of Noblesville, Indiana.

  
\_\_\_\_\_  
John Dilslear, Mayor

  
\_\_\_\_\_  
Lawrence Stork, Member

  
\_\_\_\_\_  
Jack Martin, Member

ATTEST:

  
\_\_\_\_\_  
Evelyn Lees, Clerk-Treasurer

IN WITNESS WHEREOF, the undersigned being duly authorized by the respective Governments, have signed this MOU.

So AGREED this 7 day of October, 2016 by the Fishers Department of Fire & Emergency Services.

  
Steven Orusa, Fire Chief

ATTEST:

  
Samantha Gillespie, Notary



FOR THE CARMEL FIRE DEPARTMENT

Printed David G. Haboush Signed David G. Haboush Date 10-4-16  
David G. Haboush, Fire Chief

FOR THE WESTFIELD FIRE DEPARTMENT

Printed \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_  
Marcus Reed, Fire Chief

FOR THE CICERO FIRE DEPARTMENT

Printed \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_  
Lance Overholser, Fire Chief

FOR THE CARMEL FIRE DEPARTMENT

Printed \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_  
David G. Haboush, Fire Chief

FOR THE WESTFIELD FIRE DEPARTMENT

Printed MARCUS REED Signed  Date 10/21/16  
Marcus Reed, Fire Chief

FOR THE CICERO FIRE DEPARTMENT

Printed \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_  
Lance Overholser, Fire Chief

FOR THE CARMEL FIRE DEPARTMENT

Printed \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_  
David G. Haboush, Fire Chief

FOR THE WESTFIELD FIRE DEPARTMENT

Printed \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_  
Marcus Reed, Fire Chief

FOR THE CICERO FIRE DEPARTMENT

Printed Lance Overholser Signed  Date 9/29/16  
Lance Overholser, Fire Chief

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 Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_



## CITY OF CARMEL

October 5, 2016

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

JAMES BRAINARD, MAYOR

**RE: STREET CLOSURE, PATHWAY/SIDEWALK CLOSURE & OPEN PAVEMENT CUTS – 106<sup>TH</sup> STREET PARALLEL FORCEMAIN PROJECT**

Dear Board Members:

Mr. Jason Davis, Project Manager for Layne Heavy Civil, Inc., is requesting approval for street closure, sidewalk closure and open pavement cuts to install a new sanitary forcemain along 106<sup>th</sup> Street from Ditch Road west to the Clay Township Waste Water Treatment facility located on Mayflower Park Drive. (Location exhibit attached)

The project consists of installing a 24" HDPE pipe via horizontal directional drilling as well as 20" PVC pipe via open cut excavations. Four local streets will require closure for the open cut excavations, those being: **Workout Way, Fergus Avenue, Iron Horse Lane and Londonberry Boulevard**. In addition, various other private drives will be open cut along with portions of the recreational pathway and sidewalks along the route. Core drilling of pavement will be required in areas to locate existing utilities to facilitate the directionally drilled areas.

Alternate routes will be in place to direct traffic around the streets which will be closed with no disruption of access to any residential or commercial businesses. Closure of the streets will be of one day duration each and traffic will be allowed to enter the street way at the close of the working day period. Should the street remain in open cut status during overnight a steel plate will be placed over the open cut, anchored and secured in place.

Work is scheduled to begin following approval by the Board and is expected to take place throughout the fall of 2016 through the summer of 2017.

The Department of Engineering recommends that the Board approve the requested street closure, sidewalk 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).
- Development of a Maintenance of Traffic Plan conforming to INDOT Work Zone Safety Manual covering street closure shall be developed by the petitioner and reviewed and approved by the Department of Engineering prior to implementation at each work site.
- Petitioner agrees to post proper street closure signage in accordance with the approved Maintenance of Traffic Plan.
- The Department of Engineering shall be provided a minimum 48 hour notification of street closure prior to commencement of work in any given area.
- Any damage to the existing improvements within the City right of way along the entire project route shall be restored to the satisfaction of the City when work is completed.
- Traffic along the project route in each direction shall be maintained at all times during the work. A minimum 10' lane in each direction shall be provided at all times within the work areas with exception of the street closure areas.
- Open pavement cuts shall be restored in accordance with Carmel City Standards.

October 5, 2016

- The City will accept the temporary placement of cold patch over the area of the open cut in lieu of the final course of asphalt indicated on the City Standard Street Cut Patch detail should weather conditions dictate. The petitioner shall return when weather conditions are favorable for paving in accordance with the City's Paving Policy and remove the cold patch by milling an area of the existing pavement to be determined by the Department of Engineering and replace with HMA surface per the City's paving policy.
- Access to residential and/or commercial properties within the work zones shall be maintained at all times during construction.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route for the pathway and/or sidewalk prior to closure of the pathway and/or sidewalk.
- Areas of existing sidewalk shall be sawcut at the limits of removal and repaired in accordance with Carmel City Standards (Carmel standard detail 10-14). Any pathway repair shall be made per City of Carmel Standard 10-16 (Bituminous Recreational Pathway).
- The petitioner agrees to post all signage identifying the pathway/sidewalk closure and detour route prior to closing the pathway/sidewalk. A sign, measuring at least 18"x12", shall be posted on all sides of the closure indicating detour route and shall read "PATHWAY CLOSED" or "SIDEWALK CLOSED".
- Pavement to be core drilled is to be reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.
- Petitioner understands that approval by the Board is for street closure, pathway closure and open pavement cuts for the project only. All other items of work are subject to review and approval by the Department of Engineering and other Departments of the City as part of a separate approval process.

Sincerely,



Jeremy Kashman, P.E.

City Engineer

ATTACHMENTS

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October 3, 2016

City of Carmel  
Board of Public Works



SUBJECT: Clay Township Regional Waste District  
106<sup>th</sup> Street Parallel Forcemain  
**REQUEST FOR APPROVAL FOR OPEN CUTS IN PAVEMENT**

To whom it may concern:

Layne Heavy Civil, Inc. has been contracted by the Clay Township Regional Waste District to install a new sanitary forcemain along 106<sup>th</sup> Street from Ditch Rd west to the Clay Township Waste Water Treatment facility located on Mayflower Park Drive.

The project consists of installing 24" HDPE pipe via horizontal directional drilling as well as 20" PVC via open cut excavations. Per the design, the following roads/streets will be open cut:

Workout Way  
Fergus Ave.  
Iron Horse Lane  
Londonberry Blvd.

In addition to these open cut crossings, there are various other private drives and entrances that will be open cut along with portions of the walking path and/or sidewalk. Finally, depending on the location of existing buried utilities there will likely be some potholing necessary in other areas of pavement to facilitate the directionally drilled areas.

It is expected that the work will take place throughout the fall of 2016 through summer of 2017.

A complete set of construction drawings may be downloaded from our FTP server at:

<https://ftp.layne.com>

Username: Layne.FTP  
Password: Layne123

Once logged into the server, go to the folder named: 42566 - Clay Twp. - 106th St Forcemain (it should be on the 2<sup>nd</sup> page of folders)

If you have any questions regarding this project, please feel free to contact me at 812-865-3232.

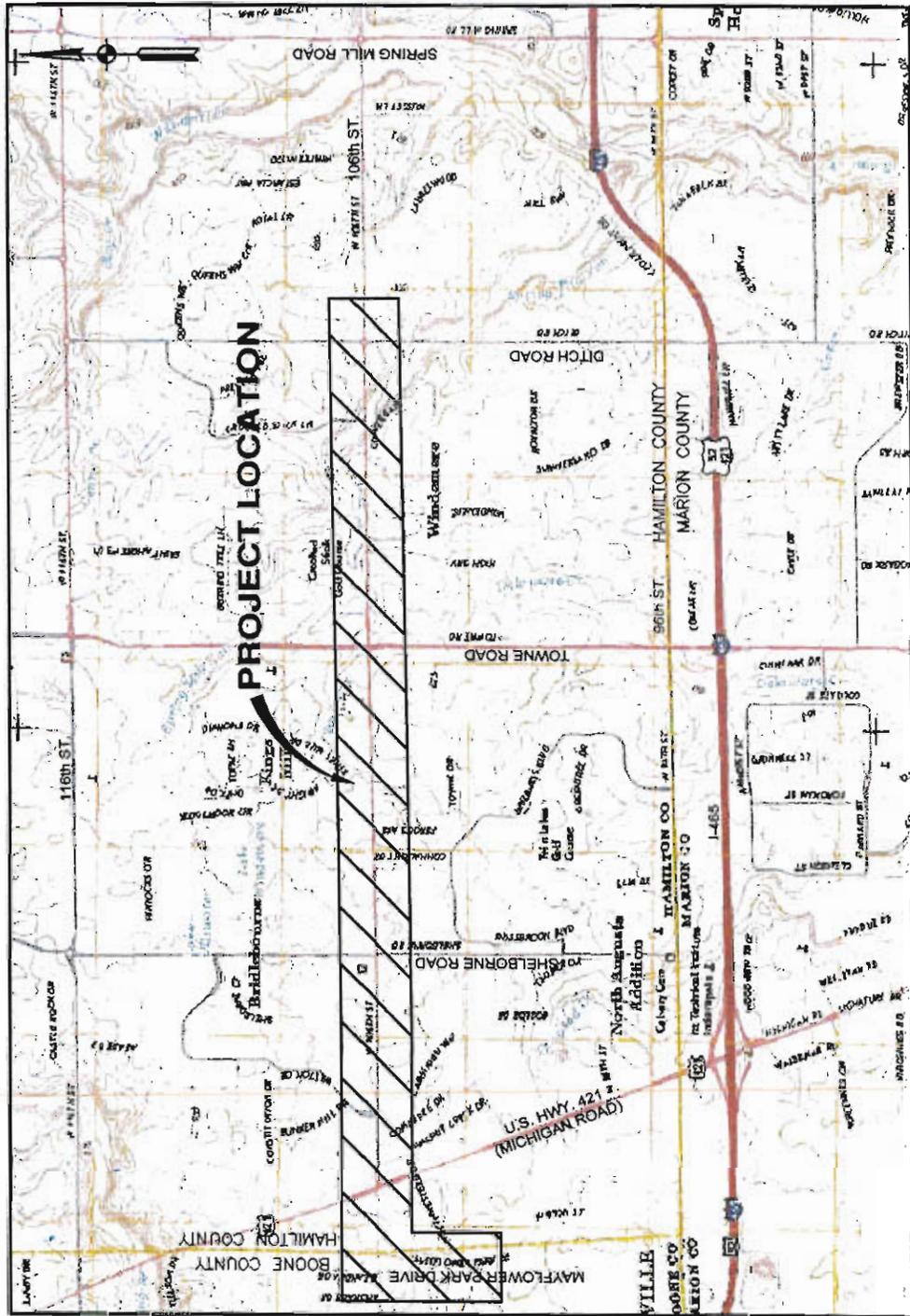
Sincerely,

LAYNE HEAVY CIVIL, INC

A handwritten signature in blue ink that reads "Jason A. Davis".

Jason A. Davis  
Project Manager

**HEAVY CIVIL**





August 16, 2016

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

JAMES BRAINARD, MAYOR

**RE: LANE RESTRICTION & OPEN PAVEMENT CUT (PENNSYLVANIA STREET) – 11301 NORTH MERIDIAN STREET – OCM GROUP - COMCAST**

Dear Board Members:

Mr. Kevin Maxwell, OCM Communications, on behalf of Comcast of Indiana, is requesting approval for a lane restriction and open pavement cut to expose an existing utility for placement of new fiber optic cable to service the property at 11301 North Meridian Street.

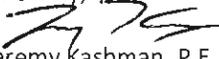
There will be two (2) core drills within the pavement for location of the existing utility. Each bore will be 2" in diameter. The cores will be in the easternmost southbound lane and the westernmost northbound lane (inter traffic lanes) of Pennsylvania Street approximately 500' south of 116th Street. (Location exhibits attached)

Work is scheduled to begin upon Board approval.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage during the duration of the work.
- Any damage to the existing improvements within the right of way of Pennsylvania Street shall be restored to the satisfaction of the City when work is completed.
- Traffic shall be maintained at all times during the work. A minimum 10' lane of both northbound and southbound Pennsylvania Street shall be provided at all times. Work shall endeavor to restrict traffic and not fully close the roadway.
- Access to all adjoining commercial sites shall be maintained at all times.
- The petitioner understands that approval by the Board is for lane restriction and open pavement cut only.
- Pavement shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.
- Lane restrictions shall take place during the hours of 9:00 AM to 3:00 PM. The petitioner shall notify the Department of Engineering if the work is expected to extend beyond these hours.

Sincerely,

  
Jeremy Kashman, P.E.  
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\OCMPENNSTREET11301MERIDIANCOREDRIILL.DOC



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Caleb Warner  
City of Carmel Indiana

Caleb

See attached a permit request for Comcast of Indianapolis for a build to 11301 N Meridian St. Liberty Fund but the work will be on Pennsylvania St.

We are requesting permission to work in the Row and in some instances we will have to block a lane of traffic, this will be done on a minimal level as to not hamper any citizen travel. The contractor will use all normal traffic control devices including signs, cones and arrow boards.

There will be a need to make some road cuts to expose an existing utility so they may place the new fiber optic cable. All cuts will be made by coring the Asphalt and then replacing the core with an approved epoxy. All cuts will be sent to Caleb Warner Prior to making the cut and restored in a timely manner.

Thanks



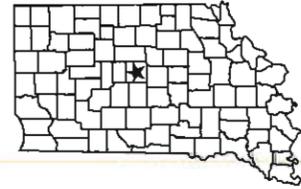
Kevin Maxwell  
OCM Engineering  
812-528-7026



Metro-E: Liberty Fund  
11301 Meridian St. Carmel, In



OUTSIDE PLANT CONSTRUCTION  
FIBER OPTIC CABLE ROUTE



- SHEET INDEX**
- 1 - COVER SHEET
  - 2 - NOTES / LEGEND
  - 3 - CONSTRUCTION SHEETS
  - 4 - MOT SHEET
  - 5 - DETAIL SHEET

**CITY OF CARMEL**  
**RIGHT OF WAY PERMIT**

**ENGINEER:**  
OCM ENGINEERING  
1728 CHURCHMAN AVE.  
INDIANAPOLIS, INDIANA 46203  
Phone: (317) 644-0949  
www.ocmgroups.com

**PROJECT COORDINATOR:**  
OC COMMUNICATIONS

**WARNING:**  
Underground Facilities at this Area.  
Utilities must be located by their owner(s) or by  
LUPPS prior to any construction.  
LUPPS - 1-800-852-5244 or 811



**Project Numbers:**  
OCM Project #: 20-654  
Client Project #:

**FIBER OPTIC CABLE PLACEMENT:**  
Project: Metro-E: Liberty Fund  
11301 Meridian St.  
Carmel, Indiana  
(Hamilton City, Clay Twship)

**SCOPE OF WORK:**  
Approximately 200' (ft) of New Underground Fiber

Conduit Depth: 48" (in) Standard / Unless Specified

**PERMIT REQUIREMENTS:**

RIGHT OF WAY	REQUIRED - CITY OF CARMEL
INDOT	NOT REQUIRED
RAIL ROAD	NOT REQUIRED
DESIGN:	
CONST SET:	
REV 1:	
REV 2:	
REV 3:	
PERMIT:	GM 08222016
AS-BUILT:	
<b>SHEET NUMBER:</b>	<b>1 OF 5</b>

# CITY OF CARMEL RIGHT OF WAY PERMIT

**ENGINEER:**  
OCM ENGINEERING  
1728 CHURCHMAN AVE  
INDIANAPOLIS, INDIANA 46203  
Phone: (317) 644-0949  
www.ocmgrouppcs.com



**PROJECT COORDINATOR:**  
QC COMMUNICATIONS



Underground Facilities in this Area  
Utility must be located by local owner(s) or by  
LUPRS prior to any construction.  
LUPRS - 1-800-292-5564 or 811

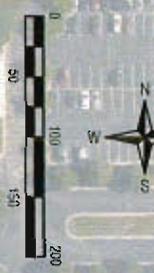
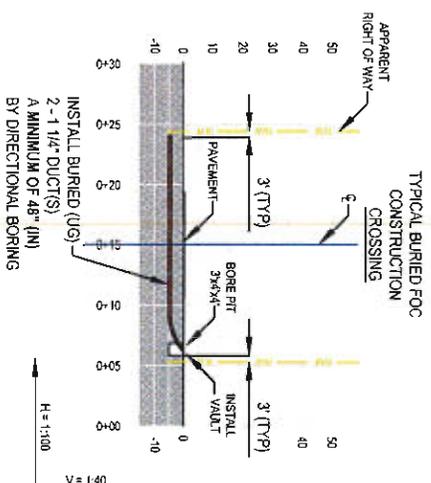
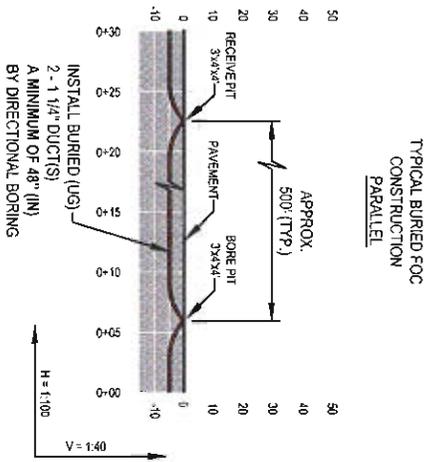
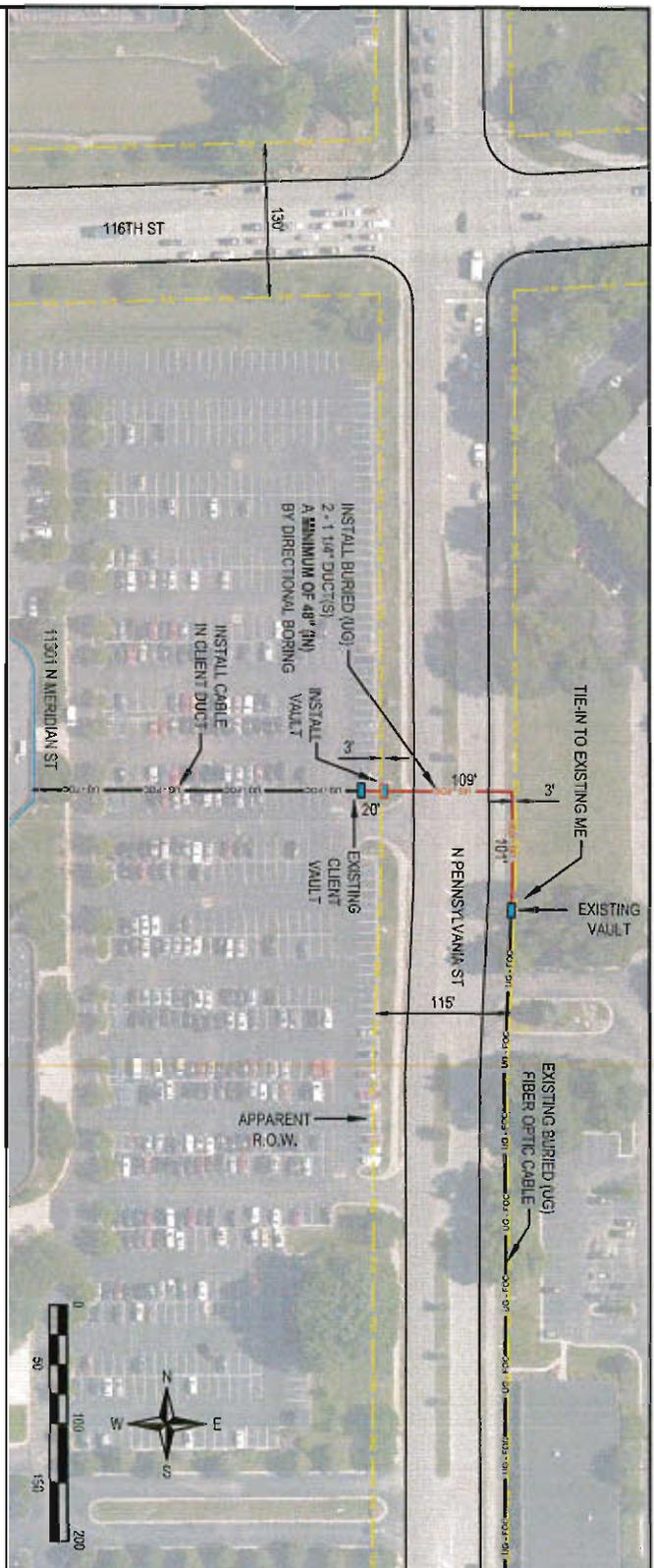
**Project Number:**  
OCM Project #: 20-554  
Client Project #:

**FIBER OPTIC CABLE PLACEMENT:**  
Project: Metro-E Liberty Fund  
11301 Meridian St.  
Carmel, Indiana  
(Hamilton City, Clay Twp)

**SCOPE OF WORK:**  
Approximately 200' (ft) of New Underground Fiber

Conduit Depth: 48" (in) Standard / Unless Specified

PERMIT REQUIREMENTS:	
RIGHT OF WAY	REQUIRED - CITY OF CARMEL
INDOT	NOT REQUIRED
STATE ROAD	NOT REQUIRED
DESIGN:	
CONST SET:	
REV. 1:	
REV. 2:	
REV. 3:	
PRESENT:	GDH 09/26/2016
AS-BUILT:	
SHEET NUMBER: 3 OF 5	



**CITY OF CARMEL**  
**RIGHT OF WAY PERMIT**

**ENGINEER:**  
OCM ENGINEERING  
1728 CHURCHMAN AVE.  
INDIANAPOLIS, INDIANA 46203  
Phone: (317) 644-8049  
www.ocmgroup.com

**PROJECT COORDINATOR:**  
OC COMMUNICATIONS

**WARNING**  
Underground Facilities in Use Area.  
Utilities must be located by their owner(s) or by  
IUPPS prior to any construction.  
IUPPS - 1-800-582-5546 or 611



**Project Numbers:**  
OCM Project #: 20-554  
Client Project #:

**FIBER OPTIC CABLE PLACEMENT:**  
Project: Metro-E: Liberty Fund  
11301 Meridian St.  
Carmel, Indiana  
(Hamilton City, Clay Twp)

**SCOPE OF WORK:**  
Approximately 200' (ft) of New Underground Fiber

Conduit Depth: 48" (in) Standard / Unless Specified

**PERMIT REQUIREMENTS:**

RIGHT OF WAY	REQUIRED - CITY OF CARMEL
INDOT	NOT REQUIRED
RAIL ROAD	NOT REQUIRED
DESIGN:	
CONST SET:	
REV 1:	
REV 2:	
REV 3:	
PERMIT:	GDH 09262016
AS-BUILT:	
SHEET NUMBER:	4 OF 5

**Flagging Procedures**

**Property Trained Flaggers**

- give clear messages to drivers
- direct traffic and demand for drivers to yield
- coordinate with other flaggers

**Property Equipped Flaggers**

- approved sign paddles
- paddles are not to be used in a singular intersection
- approved Personal Protective Gearmanis (PPG)
- brightly colored hat for better visibility
- reflective night equipment

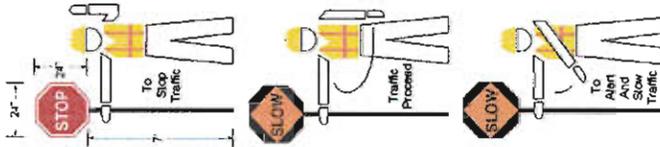
**Proper Flagging Stations**

- good approach sight distance
- highly visible to traffic
- never stand in moving traffic lane
- always have an escape route

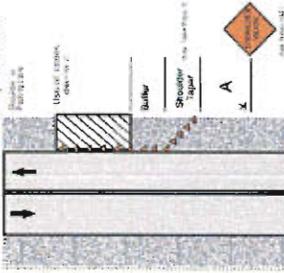
**Proper Advance Warning Signs**

- always use warning signs
- allow minimum distance from signs
- remove signs if not flagging

Flags should not be used in emergency situations or have a paddle in the wrong position. The distance between the advance flag and the work should be 100' for a 30 mph speed limit and 150' for a 40 mph speed limit.



**Work on Paved Shoulders or Parking Lane ≥ 8ft.**  
Clear Distance - up to 7 hours

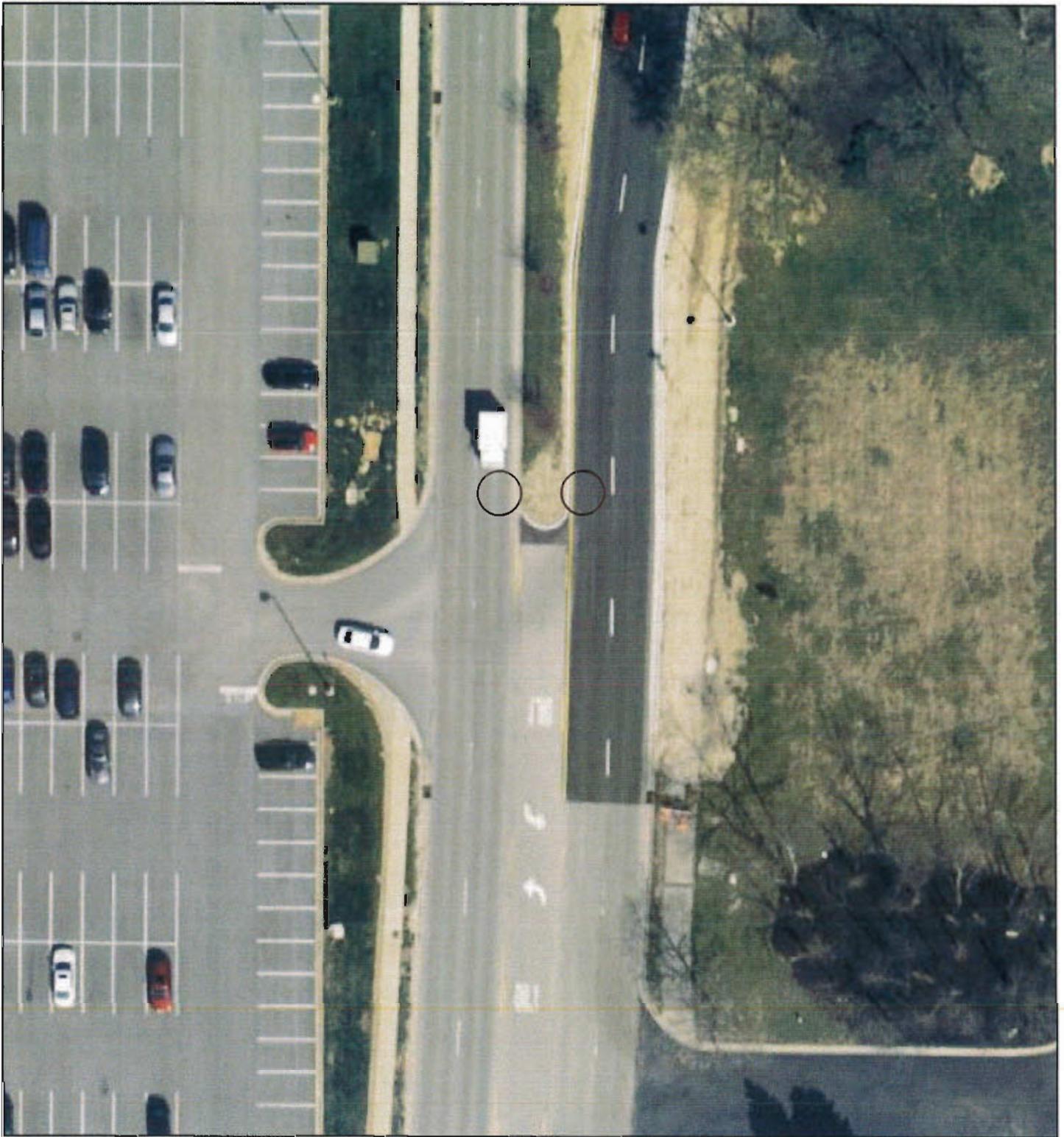


Speed Limit (mph)	Sign Spacing A (ft)	Buffer (ft)
34 - 39	100	100
40 - 49	150	200
50 - 59	200	250
60 - 69	250	300
70 - 79	300	350
80 - 89	350	400
90 - 99	400	450
100	450	500
110	500	550
120	550	600

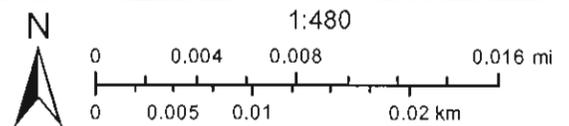
**Notes:**

1. Other standards. All LED signs may be used.
2. Optional when the work vehicle displays activated warning lights.

# 11301 NORTH PENNSYLVANIA STREET



September 29, 2016



Basemap information here

October 11, 2016



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

JAMES BRAINARD, MAYOR

**RE: ADDITIONAL CURB CUT REQUEST – 13078 HORSEFERRY ROAD**

Dear Board Members:

Mr. Steven L. Moed, President of SLM Homes, LLC., has requested approval for an additional curb cut for the single family residence at 13078 Horseferry Road. Request is being made in association with the construction of a new home on the property. The additional curb cut will consist in creating a circular drive into the residence for guest parking and elimination of on street parking. (Exhibits attached)

There are no alignment or line of sight issues associated with this request within the residential street.

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

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8), 6-227(b).
- The portion of the proposed entrance within the right-of-way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6). The driveway shall meet the requirements of City of Carmel Standard drawing 10-17 (Residential Driveway)
- Apron within right-of-way shall not exceed maximum width indicated on the City Standard Detail.
- The aprons within the right-of-way shall be 6" minimum thickness concrete.
- If required, any existing sidewalk shall be sawcut to a clean edge at the nearest existing joint past the limits of removal.
- Any damage to the existing improvements within the right-of-way of Horseferry Road or Horseferry Road common area "eyebrow" shall be restored to the satisfaction of the City when the work is complete.
- Roadways shall be kept clean of dirt and debris at all times.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

**S:\BPW16\MISC\13078HORSEFERRYDRIVEWAYADDITION.DOC**

## **SLM HOMES, LLC**

**CRAFTED BY STEVE MOED**

**P.O. BOX 4102**

**CARMEL, IN 46082**

**PHONE 317-846-7709**

[slmhomes@yahoo.com](mailto:slmhomes@yahoo.com)

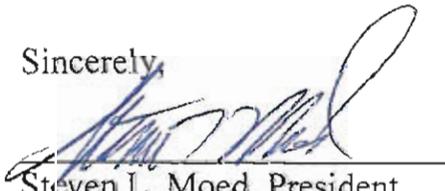
10/11/16

Mr. Dave Barnes  
City of Carmel  
Engineering Department  
1 Civic Square  
Carmel, In 46032

Hi Dave,

The letter in regards to 13078 Horseferry Road, Carmel, In 46032 also know as lot#326 in the Village of West Clay in Section 15003. We are requesting for the Homeowners Mr. & Mrs. Patel the approval for a circle driveway for their new home.

Sincerely,



Steven L. Moed, President  
SLM Homes, LLC  
PO Box 4102  
Carmel, In 46082  
317-846-7709 office  
317-281-5224 mobile



# STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505  
phone: 317.849.5935 fax: 317.849.5942

JOB ID VWC15003.326

CONTROL# 77158\_SLM

1" = 40'

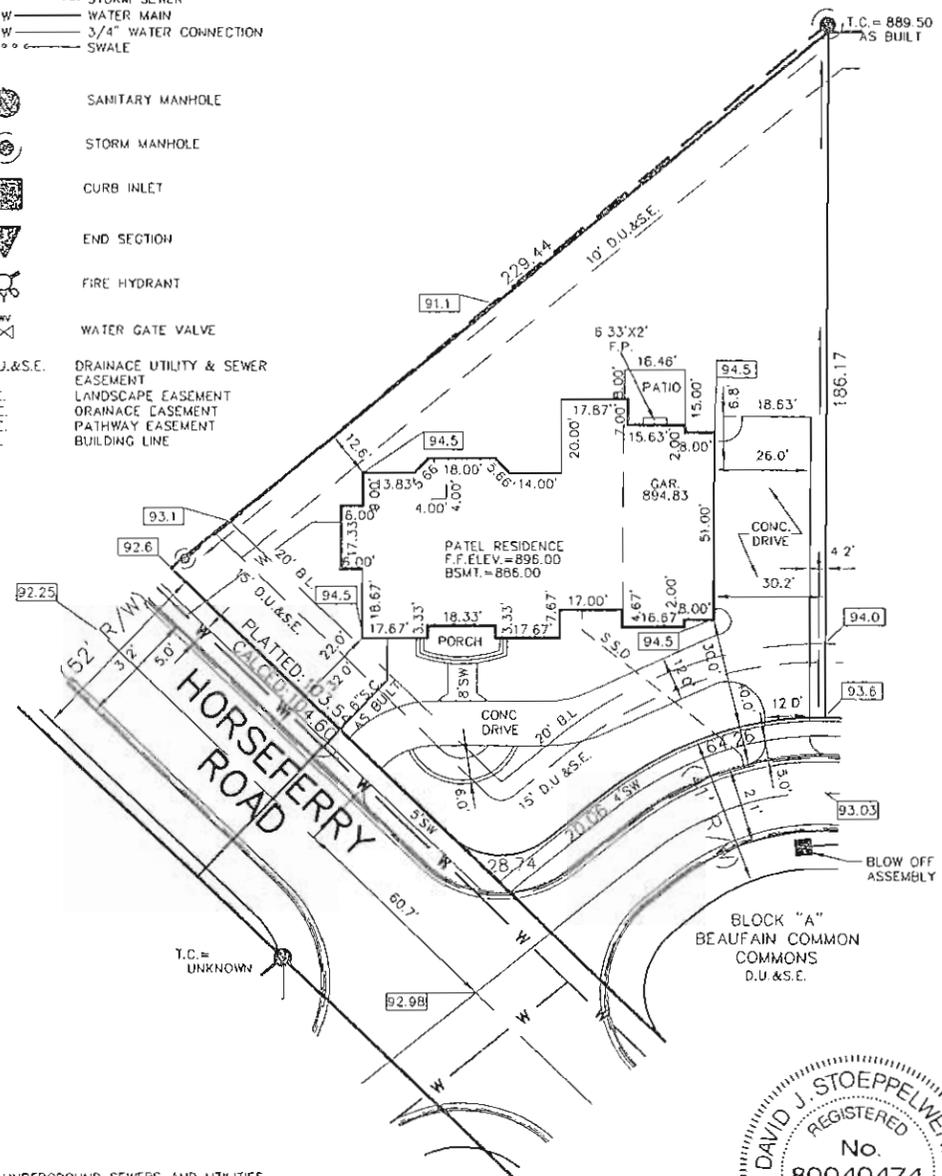
LOT AREA: 21,503 Sq. Ft.

- LEGEND:
- XX X PROPOSED GRADE PER PLAN
  - XX.XAB AS BUILT GRADE
  - S.S.D --- SUB-SURFACE DRAIN
  - SANITARY SEWER
  - STORM SEWER
  - W --- WATER MAIN
  - W --- 3/4" WATER CONNECTION
  - SWALE

LOT COVERAGE= 40.5%

- SANITARY MANHOLE
- STORM MANHOLE
- CURB INLET
- END SECTION
- FIRE HYDRANT
- WATER GATE VALVE
- D.U.&S.E. DRAINAGE UTILITY & SEWER EASEMENT
- L.E. LANDSCAPE EASEMENT
- O.E. DRAINAGE EASEMENT
- P.E. PATHWAY EASEMENT
- B.L. BUILDING LINE

13078 HORSEFERRY ROAD  
CARMEL, IN 46032



ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM DESIGN PLANS FURNISHED BY ENGINEER. THE ACTUAL FIELD LOCATION MAY VARY.



*David J. Stoepfelwerth*

LOT 326  
VILLAGE OF WESTCLAY  
SECTION 15003  
INST. #200600039893  
P.C. #4, SLIDE #94  
ZONING: PUD  
5' MINIMUM SIDE YARD  
20' MINIMUM FRONT YARD FROM R/W  
20' MINIMUM REAR YARD, 12' MINIMUM REAR YARD  
IF ACCESS IS AVAILABLE FROM ALLEY  
50% MAXIMUM BUILDING COVERAGE

NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.



10/05/16 BTN

# 13078 HORSEFERRY ROAD



October 11, 2016

Parcels



1:840

0.02 mi

0.01

0.005

0

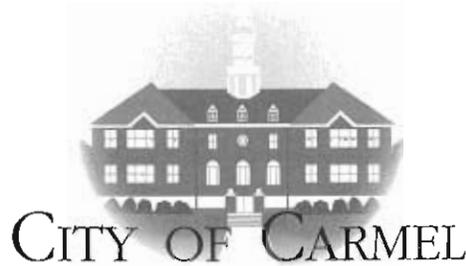
0.04 km

0.02

0.01

0

Basemap information here



JAMES BRAINARD, MAYOR

October 12, 2016

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

***RE: SIDEWALK CLOSURE /OPEN CUT & LANE RESTRICTION – 145 Nappanee Drive & 833 Oswego Drive***

Dear Board Members:

Ms. Resa Glover, Engineering Technician Vectren Energy Delivery, is requesting approval for sidewalk closure and open cut at two locations to provide gas service to Vectren customers at 145 Nappanee Drive and 833 Oswego Drive. Exhibits attached.

Closure and cut of the sidewalk is requested due to existing Vectren's 2" plastic gas main lies under the sidewalk at those locations. Work consists of removal of the sidewalk to expose the gas main and tie in service. Sidewalk closure is required for 1 to 2 days. Work is to install gas service to new construction at the locations. Lane restriction of Nappanee Drive and Oswego Drive will be required during work period.

The sidewalk will be temporarily repaired before the Vectren's construction crew leaves the work site and will have final repairs provided at a later date by Case Construcion. Core drilling of roadway will be required at the 145 Nappanee Drive location. Work at each location is scheduled to be completed in one day.

The Department of Engineering recommends that the Board approve the request for closure and open cut of the recreational pathway contingent upon satisfaction of the following requirements:

- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route for the sidewalk prior to closure of the sidewalk.
- The petitioner agrees to post all signage identifying the pathway closure and detour route prior to closing the sidewalk. A sign, measuring at least 18"x12", shall be posted on all sides of the closure indicating detour route and shall read "SIDEWALK CLOSED".
- Any damage to the sidewalk or other improvements within Nappanee Drive or Oswego Drive right-of-way connected with the construction of the project shall be restored to comply with all city codes and standards to the satisfaction of the City when work is complete.
- Work associated the project shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any materials or equipment cannot be stored in the right-of-way unless scheduled for immediate use or installation.

- The petitioner understands that approval is granted for the sidewalk closure, lane restriction & open cut only.
- The existing sidewalk shall be sawcut at the limits of removal and repaired in accordance with Carmel City Standard Drawing 10-16.
- Pavement shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.

Sincerely,



Jeremy Kashman, P.E.  
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\VECTRENNAPPANEE&OSWEGODRIVE. DOC



PO Box 1700  
Noblesville, IN. 46061  
10/12/16

City of Carmel

Re: Right of Way Permit – Core drill street  
145 Nappanee Dr.

Please find attached a permit application to bore and core drill the street in order to install a gas service to 145 Nappanee Dr., Carmel.

The request is for a 3' x 5' cut in grass ROW 4' north of the pavement line of Nappanee Dr. and 124' west of the center line of Oswego Dr. There is a sewer main that will have to be crossed when the street is bored. Miller Pipeline will contract a company to core drill the street in order to determine the location and depth of that sewer main. The core drill will be approximately 12' south of the north curb line of Nappanee Dr. Traffic will be restricted during this construction and the required traffic control standards will be utilized. Construction should be completed in one day.

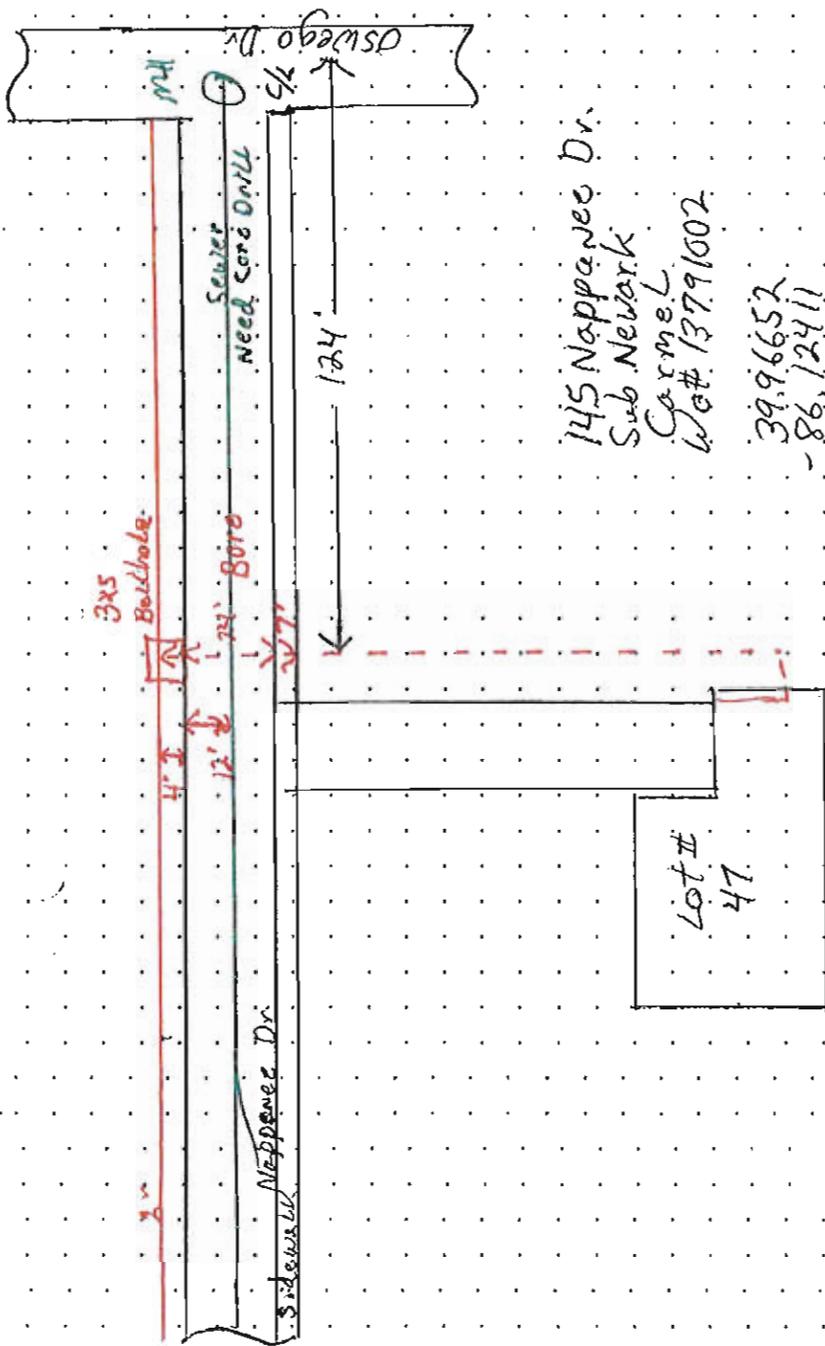
Hopefully this can be added to the agenda for the Board of Public Works meeting on 10/19/16. If you have further questions about the project, please contact me at the office phone number listed below.

Sincerely,

A handwritten signature in blue ink that reads "Resa Glover".

Resa Glover, Engineering Technician  
Vectren Energy Delivery  
317-776-5550 phone  
317-776-5553 fax  
[tglover@vectren.com](mailto:tglover@vectren.com)

T.Z.  
M.P.C. 10-11-16



145 Nappanee Dr.  
Sub Newark  
Garme L.  
Lot # 13791002  
39.96652  
-86.12411



PO Box 1700  
Noblesville, IN. 46061  
10/12/16

Engineering Department  
City of Carmel

Dear Sir:

Please find attached the permit request to cut and remove a section of concrete sidewalk on the east side of Oswego Dr. and north of Ute Dr. This is adjacent to the property at 833 Oswego Dr.

Our 2" plastic gas main lies under or near the sidewalk on the east side of Oswego Dr. The gas main will have to be excavated and exposed in order to install a 1" gas service line to the new home being built at 833 Oswego Dr.

Miller Pipeline will excavate and remove a 5' x 4' section of sidewalk, located 6' east of pavement line of Oswego Dr. and 174' north of the center line of Ute Dr. There will be proper signage and safety cones placed in the construction area. Traffic control will also be used if required.

The sidewalk will be temporarily repaired while the construction crew is on site. At a later date Case Construction will perform final repairs to your specifications.

Hopefully this request has been submitted so that it can be presented to the Board of Works at their meeting on 10/19/16.

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

Sincerely,

A handwritten signature in blue ink that reads "Resa Glover".

Resa Glover, Engineering Technician  
Vectren Energy Delivery  
317-776-5550 phone  
317-776-5553 fax  
tglover@vectren.com

N

T.Z. 10-11-16  
M.P.C.



833 Oswego Dr.  
Sub. Newmarks  
Carmel  
WO# 14024695

39,968.30  
-86,123.31

7ft  
wide Dr.

Remember to indicate NORTH for each sketch.



## CITY OF CARMEL

October 11, 2016

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

**RE: MAIN STREET IMPROVEMENTS RIGHT OF WAY DEDICATION – DUKE REALTY PARTNERSHIP**

Dear Board Members:

Mr. Charles E. Podell, Senior Vice President Duke Realty Limited Partnership, has requested the Board sign the Dedication of Public Right of Way documents presented for approval.

Duke Realty has agreed to dedicate additional right of way for West Main Street (131<sup>st</sup> Street) along the northwestern portion of the Duke Realty property located at 13085 Hamilton Crossing Boulevard in association with the Main Street Improvements project. This consists of a corner cut containing 0.177 acres, part of the Southwest Quarter of Section 26, Township 18 North, Range 3 East in Clay Township, Hamilton County, Indiana. (Exhibits attached)

On behalf of the City of Carmel, I would like to thank Mr. Podell and Duke Realty Limited Partnership for this Dedication of Right of Way. I recommend the Board accept and sign this document.

Sincerely,

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

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: DEDICATION DOCUMENTS

S:\BPW16\MISC\DUKEREALTYDEDICAITONOFROWMAINSTREET.DOC

APPROVED JMK

Prior Deed Reference: 20030004928

**DEDICATION & DEED OF PUBLIC RIGHT-OF-WAY**



**THIS INDENTURE WITNESSETH:**

That Duke Realty Limited Partnership, an Indiana limited partnership (“Grantor”), the fee simple owner of the real property described in attached **Exhibit A** and depicted **Exhibit B** (the “Property”), incorporated herein by this reference, which Property is located in the City of Carmel, Hamilton County, State of Indiana, hereby grant(s) and convey(s) in fee simple with no reversionary rights whatsoever retained, all of Grantor’s rights, title, and interest in the Property, to the **City of Carmel, Indiana** (“Grantee”), subject to all existing easements and rights-of-way of record, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The undersigned represents and warrants that he is the Senior Vice President of Duke Realty Corporation, an Indiana corporation, the general partner of Grantor; that Grantor is an Indiana limited partnership, validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that Grantor has full corporate capacity to convey the real estate interest described; that pursuant to the Grantor’s governing documents he/she has full authority to execute and deliver this Dedication and Deed of Public Right of Way on its behalf and that said authority has not been revoked; that he/she is therefore, fully authorized and empowered to convey the real estate to Grantee, and that on the date of execution of this Dedication and Deed of Public Right of Way he/she had full authority to so act; and that all necessary company action for the making of this conveyance has been duly taken.

The undersigned represents and warrants that no consent of any third party, including but not limited to mortgagees, lenders, landlords, tenants, partners, members, managers, shareholders or joint venturers, is required for the valid and binding execution and delivery of this Dedication and Deed of Public Right of Way.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]



## EXHIBIT A

**Project: Main Street Improvements**

**Sheet 1 of 1**

**Parcel: 2 – Fee Simple**

**Key No: 29-09-26-000-017.006-018**

A part of the Southwest Quarter of Section 26, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the Northwest corner of said Quarter section, said corner designated as point "851" on said plat; thence North 89 degrees 01 minutes 43 seconds East 710.01 feet along the north line of said quarter section to the northerly extension of the eastern right-of-way of Illinois Street ; thence South 0 degrees 06 minutes 38 seconds East 40.00 feet along said northerly extension to the southern right-of-way of Main Street and the point of beginning of this description: thence along said southern right-of-way the following four (4) courses: 1) North 89 degrees 01 minutes 43 seconds East 206.45 feet; 2) thence South 85 degrees 37 minutes 16 seconds East 34.44 feet; 3) South 86 degrees 49 minutes 40 seconds East 40.11 feet; 4) South 72 degrees 04 minutes 01 seconds East 89.17 feet to point "515" designated on said plat; thence North 83 degrees 58 minutes 00 seconds West 160.63 feet to point "514" designated on said plat; thence South 88 degrees 56 minutes 22 seconds West 100.00 feet to point "513" designated on said plat; thence South 76 degrees 31 minutes 55 seconds West 51.20 feet to point "512" designated on said plat; thence South 59 degrees 41 minutes 26 seconds West 28.65 feet to point "511" designated on said plat; thence South 25 degrees 04 minutes 47 seconds West 26.62 feet to point "510" designated on said plat, said point being the northerly corner of that 0.002 acre (75.6 Sq. Ft.) parcel described in Instrument Number 2006-66329, recorded in the Office of the Recorder of Hamilton County, Indiana; thence southwesterly 11.71 feet along an arc to the right having a radius of 125.00 feet and subtended by a long chord having a bearing of South 58 degrees 30 minutes 56 seconds West and a length of 11.71 feet along the northwesterly line of said 0.002 acre parcel to the western corner thereof; thence South 00 degrees 06 minutes 38 seconds East 15.34 feet along the southwesterly line of said 0.002 acre parcel to point "509" designated on said plat; thence South 24 degrees 53 minutes 18 seconds West 23.66 feet to the eastern right-of-way of said Illinois Street, designated as point "511" on said plat; thence North 00 degrees 06 minutes 38 seconds West 107.19 feet along said eastern right-of-way line to the point of beginning and containing 0.177 acres, more or less.

This description was prepared for the City of Carmel, Indiana by Tracy L. McGill, Indiana Registered Land Surveyor, License Number 20500009, on the 21<sup>st</sup> day of August, 2014.







# City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

## ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana ("City"), its Dedication and Deed of certain real property ("Property") to the City for the purpose of establishing City rights-of-way, which Dedication and Deed is attached hereto and incorporated herein as Exhibit "A" hereinabove set forth;

AND WHEREAS, the City believes that said fee simple conveyance of property is desirable and necessary and in the City's best interests;

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Instrument of Dedication and Deed described herein be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and that said described real property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED:

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

\_\_\_\_\_

\_\_\_\_\_

James Brainard, Mayor

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

\_\_\_\_\_

Mary Ann Burke

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

\_\_\_\_\_

Lori Watson

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

ATTEST:

\_\_\_\_\_

Clerk-Treasurer

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

Instrument prepared by: Douglas C. Haney, Carmel City Attorney, One Civic Square, Carmel, Indiana 46032



October 4, 2016

JAMES BRAINARD, MAYOR

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

**RE: THE MEADOWS AT THE LEGACY SECTION 4 SECONDARY PLAT**

Dear Board Members:

Mr. Brett Huff, Project Manager for Stoeppelwerth, representing Platinum Properties Management, has requested the Secondary Plat of The Meadows At The Legacy Section 4 be placed on the Board of Public Works and Safety agenda for approval and signatures.

This plat subdivides 5.768 acres in Section 23, Township 18 North, Range 4 East into 10 lots.

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 Secondary Plat.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Kashman".

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENTS: MYLAR PLAT

S:\BPW16\RECORDPLAT\MEADOWSATLEGACYSECTION4.DOC



STOEPPELWERTH  
ALWAYS ON

ofc: 317.849.5935  
fax: 317.849.5942

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

September 30, 2016

Carmel Department of Engineering  
One Civic Square, 1<sup>st</sup> Floor  
Carmel, Indiana 46032

Attention: David Barnes

Re: The Meadows at The Legacy, Section 4

Dear Mr. Barnes;

On behalf of the developer Platinum Properties Management Co., LLC, I would like to request that the plat for The Meadows at The Legacy, Section 4 be placed on the agenda for the October 18<sup>th</sup> Board of Public Works meeting.

If you have any questions, please feel free to give me a call at (317) 570-4841.

Thank you,

STOEPPELWERTH & ASSOCIATES, INC.



Brett A. Huff

Cc: Ed Fleming

BAH/meb  
S:\55115PLA-MLS4\Blue\_Book\Agency\_Correspondence\CarmelEngineeringBarnesML4-09-30-16.doc

LAND DEVELOPMENT SUPPORT SOLUTIONS

ENGINEERING | SURVEYING



# THE MEADOWS AT THE LEGACY

## SECTION FOUR

### FINAL PLAT

(PART OF THE SW 1/4 & NW 1/4, SEC. 23, T18N, R4E, HAMILTON CO., IN)

Surveyed and Prepared by:  
 Surveyors at Large  
 7061 East 198th Street  
 Fishers, Indiana 46038  
 Phone: (317) 549-5222

Owner/Subscriber:  
 The Meadows at the Legacy  
 1550 Kentucky Road, Suite 220  
 Mooresville, VA 27001  
 Contact: Roger Zimm  
 Phone: (703) 549-5222

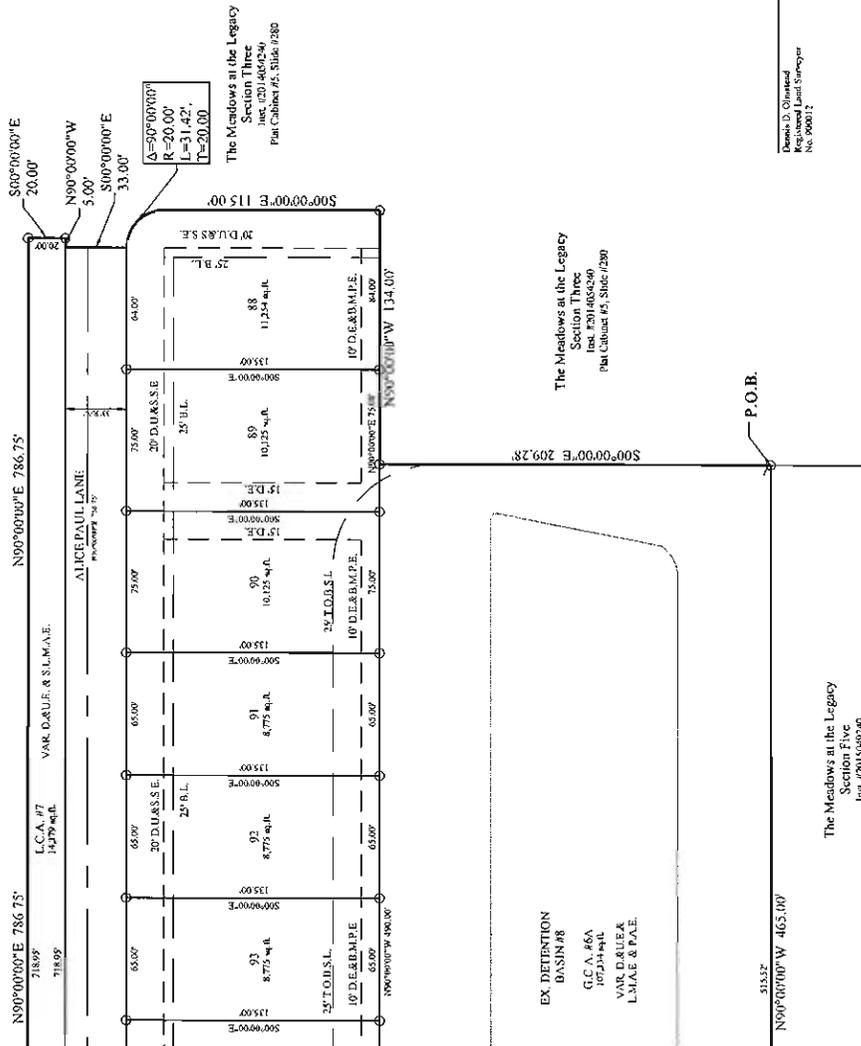
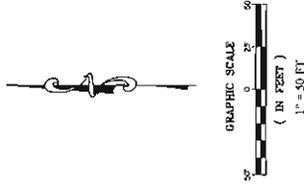
Source of Title:  
 Limited Warranty Deed - Issr. No. 2011060306

County/Map Plan Commission No.  
 Primary Plat Decided No. 12836019 P.P. & 12046007 W  
 Secondary Plat Decided No. 15110019 S

Zoning: PUD (Planned Unit Development)  
 Site Visit: 3/1/2012  
 Home Yard: 2012/01/20  
 Drawing: 1/10/2012

Checked/Map Plan Commission No.  
 Primary Plat Decided No. 12836019 P.P. & 12046007 W  
 Secondary Plat Decided No. 15110019 S

Zoning: PUD (Planned Unit Development)  
 Site Visit: 3/1/2012  
 Home Yard: 2012/01/20  
 Drawing: 1/10/2012



EX DETENTION  
 BASIN #8  
 G.C.A. #6A  
 10' D.E.B.M.P.E.  
 VAR. D.R.U.E. &  
 L.S.I.A.E. & P.A.E.

The Meadows at the Legacy  
 Section Three  
 Issr. #2011465430  
 Plat Cabinet #5, Slide #280

The Meadows at the Legacy  
 Section Five  
 Issr. #2011549240  
 Plat Cabinet #5, Slide #390

Daniel D. Orlowski  
 Registered Land Surveyor  
 No. 000017



# THE MEADOWS AT THE LEGACY

## SECTION FOUR

### FINAL PLAT

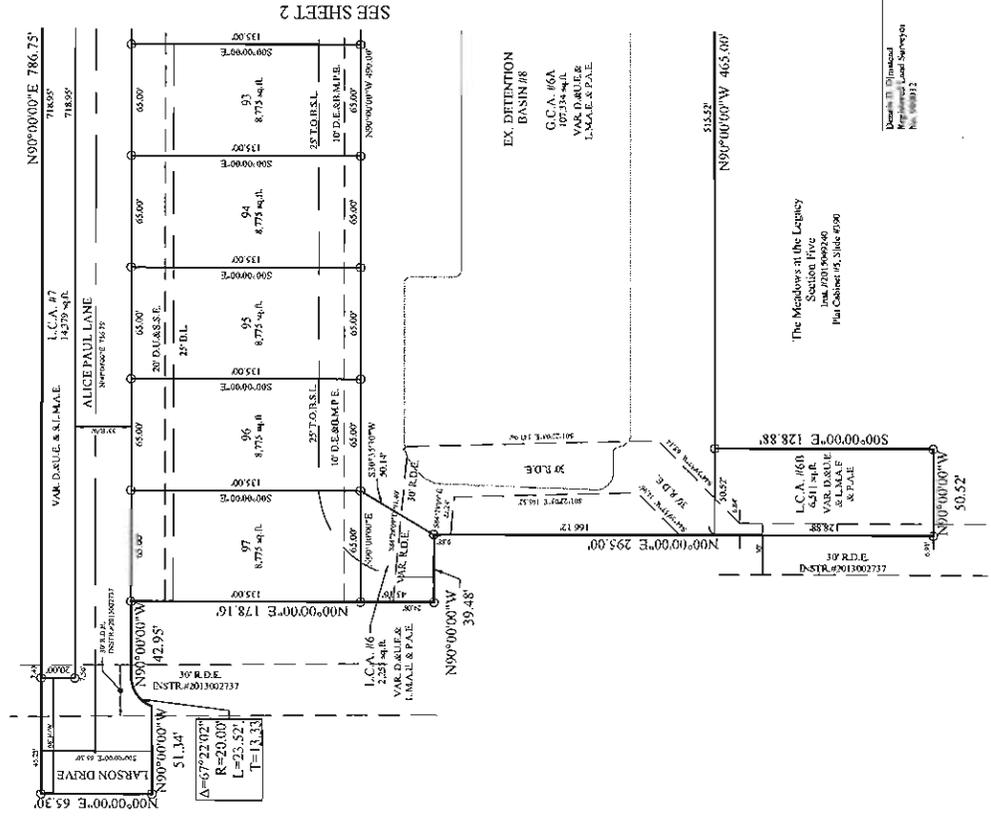
(PART OF THE SW 1/4 & NW 1/4, SEC. 23, T18N, R4E, HAMILTON CO., IN)

Surveyed and Prepared by:  
 The Surveyors & Associates, Inc.  
 7945 East 166th Street  
 Fishers, Indiana 46038  
 Phone: (317) 546-5233

Owner/Developer:  
 The Meadows at the Legacy  
 1550 Beverly Road, Suite 310  
 McKees, VA, 22101  
 Contact: Regal Zamed  
 Survey Order #: 111502015  
 Landed Warranty Deed - Insr. No. 2011063016

County: Wayne County, Indiana  
 Primary Plat Location: 1300019 PP & 12040015 7W  
 Secondary Plat Location: 12110019 2P

Zoning: RUD (Unimproved Land Development)  
 Site: 200 Acres ± (37 Acres ± Aggregate Between Lots)  
 Base: 1/4" = 100' ±  
 Contour: 1:100 ±



SEE SHEET 2

EX-DETENTION  
 BASIN #8  
 G.C.A. #6A  
 V.A.R.D.#6E &  
 L.M.A.E. & P.A.E.

The Meadows at the Legacy  
 Section Five  
 Insr. #201909240  
 Plat Collected, State #100

Dennis D. Ollivest  
 Registered Land Surveyor  
 No. 900012



# THE MEADOWS AT THE LEGACY

## SECTION FOUR

### FINAL PLAT

(PART OF THE SW 1/4 & NW 1/4, SEC. 23, T18N, R4E, HAMILTON CO., IN)

Surveyed and Prepared by:  
 Dennis D. Chastain  
 Registered Land Surveyor, Inc.  
 7863 Levi 195th Street  
 Fishers, Indiana 46038  
 Phone: (317) 849-3933

Owner/Subscriber:  
 Platin West II, LLC  
 10000 West 100th Street, Suite 210  
 Indianapolis, IN 46228  
 Contact: legal@platinwest.com  
 Survey/Map No.: 171092015  
 Survey Date: 07/06/2016  
 Limited Warranty Deed - Issue No: 20110010584

County/Clay Plat Commission No.  
 Primary Plat Deed No. 17040019 PP & 17040003 ZW  
 Secondary Plat Deed No. 15110019 3P

Zoning: PUD (Planned Unit Development)  
 Subj. Tract Area: 3.75 Acres / Aggregate Between Houses  
 Rear Yard Min.: 20' Min.  
 Front Yard/Driveway: 6.50' Min.

#### The Meadows at the Legacy Section Four

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of part of the Southwest Quarter & Northwest Quarter of Section 23, Township 18 North, Range 4 East, Clay Township, Hamilton County, Indiana, more particularly identified as follows:

Beginning at Northeast corner of The Meadows at the Legacy, Section Five, recorded as Instrument Number 2015049240, Plat Cabinet #5, Slide #7300, in the Office of the Recorder of Hamilton County, Indiana; the following three (3) courses are along the boundary of said The Meadows at the Legacy, Section Five; (1) North 90 degrees 00 minutes 00 seconds West 465.00 feet; (2) South 00 degrees 00 minutes 00 seconds East 126.88 feet; (3) North 90 degrees 00 minutes 00 seconds West 30.52 feet; thence North 00 degrees 00 minutes 00 seconds East 295.00 feet; thence North 90 degrees 00 minutes 00 seconds West 39.48 feet; thence North 90 degrees 00 minutes 00 seconds East 178.16 feet; thence North 90 degrees 00 minutes 00 seconds West 42.95 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 00 degrees 00 minutes 00 seconds East 214.00 feet; thence along said curve 271.22 feet to the point of tangency of said curve and bearing North 00 degrees 00 minutes 00 seconds West 20.00 feet; thence North 00 degrees 00 minutes 00 seconds East 65.30 feet; thence North 90 degrees 00 minutes 00 seconds East 786.75 feet to the west boundary of The Meadows at the Legacy, Section Three, recorded as Instrument Number 2014054240, Plat Cabinet #5, Slide #2360, in said Recorder's Office; the following seven (7) courses are along said western boundary: (1) South 00 degrees 00 minutes 00 seconds East 30.00 feet; (2) North 90 degrees 00 minutes 00 seconds West 5.00 feet; (3) South 00 degrees 00 minutes 00 seconds East 32.00 feet to a point on a curve concave southeasterly, the radius point of said curve being South 00 degrees 00 minutes 00 seconds West 20.00 feet; from said point; (4) southeasterly along said curve 21.42 feet to the point of tangency of said curve and bearing North 90 degrees 00 minutes 00 seconds East 20.00 feet; (5) North 90 degrees 00 minutes 00 seconds West 134.00 feet; (6) South 00 degrees 00 minutes 00 seconds East 209.28 feet; (7) North 90 degrees 00 minutes 00 seconds West 134.00 feet; thence along a bearing containing 3:77 acute, above or left, subject to all legal highways, rights-of-way, easements, and restrictions of record.

This subdivision consists of 10 lots numbered 38 - 97 (both inclusive) and 4 Common Areas labeled L.C.A.#6, G.C.A.#6A, L.C.A.#6B, & L.C.A.#7 (all inclusive). The size of lots and width of areas are shown in feet and decimal parts thereof.

Cross-reference is hereby made to a survey plat dated July 6, 2005 prepared by the Scheininger Corporation, recorded as Instrument Number 2005-56989 in the Office of the Recorder of Hamilton County, Indiana.

I, the undersigned, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat correctly represents a subdivision of the lands surveyed within the enclosed survey plat, and that to the best of my knowledge and belief there has been no change from the matters of survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this \_\_\_\_\_ day of \_\_\_\_\_, 2016.



Dennis D. Chastain  
 Registered Land Surveyor  
 No. 900012





October 4, 2016

JAMES BRAINARD, MAYOR

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

**RE: ALBANY PLACE SECTION 1 SECONDARY PLAT**

Dear Board Members:

Mr. Brett Huff, Project Manager for Stoeppelwerth, representing Platinum Properties Management, has requested the Secondary Plat of Albany Place Section 1 be placed on the Board of Public Works and Safety agenda for approval and signatures.

This plat subdivides 18.74 acres in Section 20, Township 18 North, Range 3 East into 27 lots.

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 Secondary Plat.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENTS: MYLAR PLAT

S:\BPW16\RECORDPLAT\ALBANYPLACESECTION1.DOC



STOEPPELWERTH  
ALWAYS ON

ofc: 317.849.5935  
fax: 317.849.5942

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

September 30, 2016

Carmel Department of Engineering  
One Civic Square, 1<sup>st</sup> Floor  
Carmel, Indiana 46032

Attention: David Barnes

Re: Albany Place, Section 1

Dear Mr. Barnes;

On behalf of the developer Platinum Properties Management Co., LLC, I would like to request that the plat for Albany Place, Section 1 be placed on the agenda for the October 18<sup>th</sup> Board of Public Works meeting.

If you have any questions, please feel free to give me a call at (317) 570-4841.

Thank you,

STOEPPELWERTH & ASSOCIATES, INC.

Brett A. Huff

Cc: Ed Fleming

BAH/meb

S:\44885DRE\Blue\_Book - Construcion Plans\Agency\_Correspondence\CarmelEngineeringBarnesAPI-09-30-16.doc

LAND DEVELOPMENT SUPPORT SOLUTIONS

ENGINEERING | SURVEYING

# ALBANY PLACE

## SECTION 1

### FINAL PLAN

(PART OF THE SW ¼, NW ¼,  
SEC. 20, T18N, R3E HAMILTON CO., (N))

Surveyed and Prepared by:  
Dennis D. O'Connell  
Professional Land Surveyor, Inc.  
7965 East 106th Street  
Fisher, Indiana 46033  
Phone: (317) 949-9725

Owner/Developer:  
Albany Place Developer, LLC  
10000 Albany Place, Suite 100  
Indianapolis, Indiana 46225  
Contact: Tom Walker  
(317) 963-2017  
www.albanyplaceproperties.com

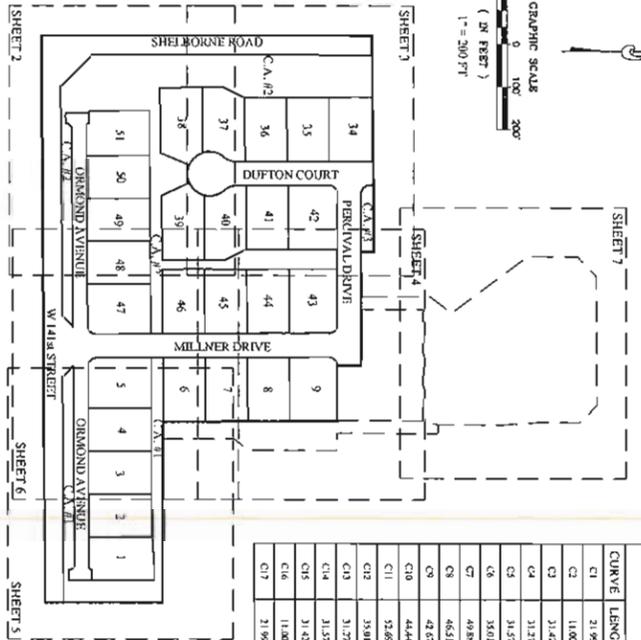
Subdivision Date: 11/26/2014  
Survey of the Albany Place - Final, Incorporation into  
Case/Casey Final, Commission No. 190801122  
Primary Plat Book No. 011801879  
Secondary Plat Book No. 011801879

Zoning: M/D (Planned Use Development)  
Site Plan No. 14-00000000000000000000  
Scale: As Shown  
Drawing No. 14-00000000000000000000  
/ zoning: PLD/C-Indiana 06-004-13



- LEGEND**
- 25 CLASS USE LOT NUMBER
  - DEVELOPER, UTILITIES & SANITARY SERVICE
  - D.L. DRAINAGE & UTILITY EASEMENT
  - BUILDING LINE
  - C.A. CONDOMINIUM AREA
  - R.M.P. OTHER MONUMENTARY PRACTICE EASEMENT
  - R.O.E. RIGHT-OF-WAY EASEMENT
  - R.A.E. RIGHT-LAYED DRAINAGE EASEMENT
  - P.A.E. PERMANENT ACCESS EASEMENT
  - S.A.E. SERVICE ACCESS EASEMENT
  - T.P.L. TRAIL PRESERVATION EASEMENT
  - L.M.A.E. LEASED MONUMENTARY ACCESS EASEMENT
  - V.A.E. VARIABLE WIDTH

STIPPLED WITH MANAGEMENT BARS AND CONTROL MARKERS ARE TO INDICATE CURBWAYS TO BE SET THROUGHOUT THE SUBDIVISION. THESE CURBWAYS SHALL BE CONSIDERED PARTS OF THE WATER QUALITY IMPROVEMENT CAUSED BY PROPOSED IMPROVEMENTS TO THE BROADLAND DEVELOPMENT.



### SUBDIVISION MONUMENTATION

AN APPROPRIATE CURBWAY IS TO BE SET THROUGHOUT THE SUBDIVISION. THESE CURBWAYS SHALL BE CONSIDERED PARTS OF THE WATER QUALITY IMPROVEMENT CAUSED BY PROPOSED IMPROVEMENTS TO THE BROADLAND DEVELOPMENT.

A 5'-0" RIBBON WITH C&G STAMPED "5A-TBM-0000" SHALL BE SET AT ALL LOT OR PARCEL CORNERS INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.

- DENOTES A 5'-0" RIBBON WITH C&G STAMPED "5A-TBM-0000"
- DENOTES A 4'-0" x 3'-0" LONG PRECAST CONCRETE MONUMENT WITH A CROSS CUT IN THE TOP SET FLUSH WITH THE FINISH GRADE.
- DENOTES A STREET CURBWAY MONUMENT. LETTERS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD	DELTA
C1	21.99	14.00	14.00	N44°17'57"E	19.80	90°00'00"
C2	11.00	1.00	1.00	S45°23'01"E	0.98	90°00'00"
C3	31.42	20.00	20.00	N44°17'57"E	28.18	90°00'00"
C4	31.27	20.00	19.85	N45°09'08"W	28.18	87°34'05"
C5	31.57	20.00	20.15	S44°45'08"W	28.19	90°23'15"
C6	35.01	20.00	18.20	S20°23'06"E	14.89	40°07'09"
C7	49.88	57.00	37.64	S17°00'37"E	47.99	S4°17'21"
C8	45.51	33.00	34.84	S40°08'32"W	44.97	S1°14'23"
C9	44.57	32.00	32.42	N58°11'57"E	41.48	S7°01'09"
C10	44.44	32.00	33.68	N47°50'08"W	43.10	48°38'15"
C11	52.69	32.00	28.88	N10°43'34"E	50.46	S8°03'08"
C12	35.81	20.00	18.20	R15°42'18"	34.37	40°07'09"
C13	31.27	20.00	19.85	S45°09'08"E	28.18	87°34'05"
C14	31.57	20.00	20.15	S44°45'08"W	28.19	90°23'15"
C15	31.42	20.00	20.00	S45°23'01"E	28.18	90°00'00"
C16	11.00	1.00	1.00	N44°17'57"E	0.98	90°00'00"
C17	21.99	14.00	14.00	N45°23'01"W	19.80	90°00'00"



The subject property is not located in a special flood hazard zone. A wetland tract lies to the west of the subject property. The subject property is not located in a special flood hazard zone. A wetland tract lies to the west of the subject property. The subject property is not located in a special flood hazard zone. A wetland tract lies to the west of the subject property.

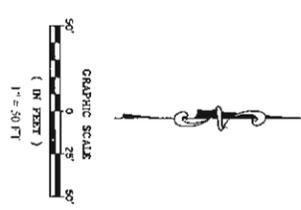
10B No. 4459102E  
SHEET 1 OF 8

Surveyed and Prepared by:  
 Stoneham & Associates, Inc.  
 7960 East 106th Street  
 Frisco, Texas 75034  
 Phone: (469) 848-9100  
 Fax: (469) 848-9105  
 Email: info@stoneham.com

Owner: DuPont  
 2237 Woodland Drive, Suite 600  
 Indianapolis, Indiana 46236  
 Phone: (317) 441-1100  
 Fax: (317) 441-1101  
 Email: info@dupont.com

Contract No. 11070013  
 Date: 11/20/2013

Submitted Date: 11/20/2013  
 Limited Warranty Period: Year: No. 18000004.001  
 Contract/Project Name: Hamilton  
 Property Address: 15110418P  
 Survey File Number: 15110418P  
 Survey File Name: 15110418P  
 Zone: 10 (Projected UTM Development)  
 Zone Code: 10  
 Zone Name: UTM  
 Zone Spheroid: Everest  
 Zone Datum: Everest  
 Zone Projection: UTM  
 Zone Units: Meter  
 Zone Zone Name: UTM  
 Zone Zone Code: 10



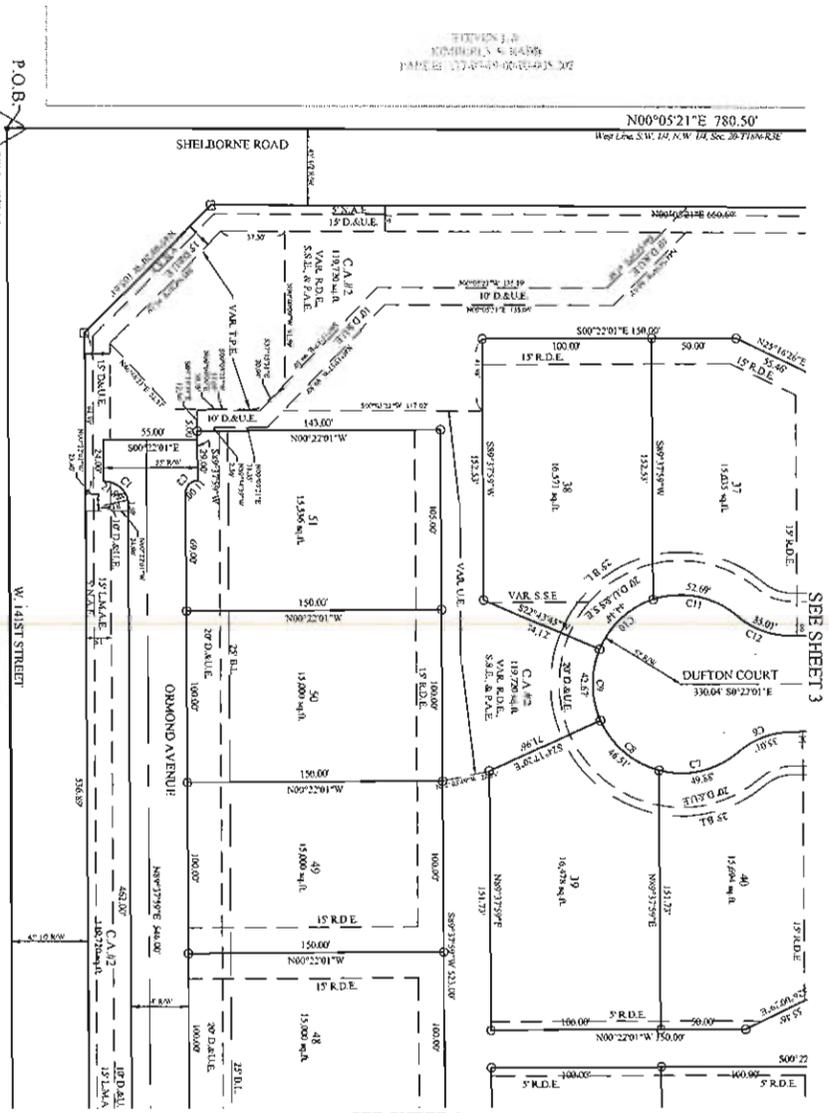
Dennis D. Olmsted  
 Registered Professional Land Surveyor  
 No. 900012  
 State of Indiana

# ALBANY PLACE

## SECTION 1

### FINAL PLAT

(PART OF THE SW 1/4, NW 1/4,  
 SEC. 20, T18N, R3E HAMILTON CO., IN)



QUINCY & BERNICE  
 CHURCHMAN  
 INST. 12/20/13

FRANKLIN & LINDA  
 CHURCHMAN  
 INST. 12/20/13

JOB NO. 445508E  
 SHEET 2 OF 8



# ALBANY PLACE

## SECTION 1 FINAL PLAT

(PART OF THE SW ¼, NW ¼,  
SEC. 20, T18N, R3E HAMILTON CO., IN)

SEE SHEET 7

Surveyed and Prepared by  
Dennis D. Oltmans  
Professional Land Surveyor  
2001 East 10th Street  
Pulaski, Indiana 46038  
Phone: (317) 883-5315  
Fax: (317) 883-5316

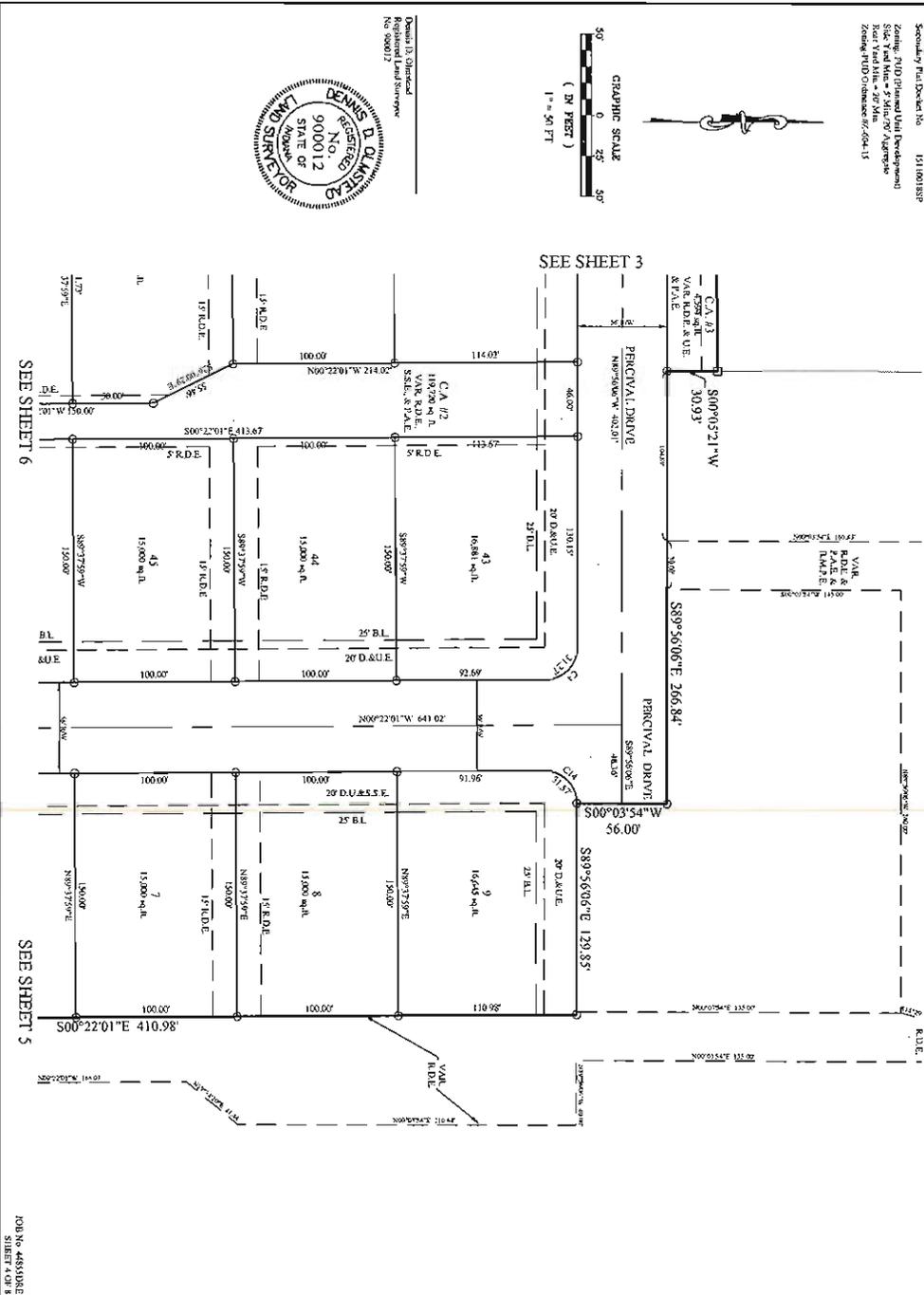
Owner/Subscriber:  
Albany Place Development, LLC  
10000 Albany Place, Suite 600  
Indianapolis, Indiana 46246  
Contact: Tom Walker  
(317) 883-2097  
tom@albanyplacedevelopment.com

Submission Date: 11/26/2013  
Survey of Title  
Submitted to: Hamilton County, Indiana  
County Clerk's Office  
County Clerk: Paul Conant, No. 15000125  
Primary Plat Book: No. 15100183P  
Secondary Plat Book: No. 15100183P

Zoning: MUD (Planned Unit Development)  
Site Y and Map: 3-314207 (Kalamazoo)  
Zoning: MUD (Ordinance No. 604-15)



Dennis D. Oltmans  
Registered Land Surveyor  
No. 900012



# ALBANY PLACE

## SECTION 1

### FINAL PLAT

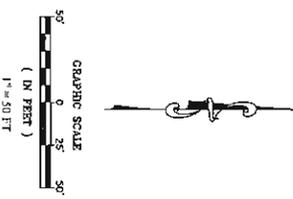
(PART OF THE SW ¼, NW ¼,  
SEC. 20, T18N, R3E HAMILTON CO., IN)

Surveyed and Prepared by:  
Sandra L. Brown  
Sandra L. Brown & Associates, Inc.  
7003 East 100th Street  
Indianapolis, Indiana 46216  
Phone: (317) 849-9533  
Fax: (317) 849-9533  
www.sandra-l-brown.com

Owner/Client:  
Orlando Development LLC  
4111 East 100th Street, Suite 400  
Indianapolis, Indiana 46216  
Contact: Tom Walsh  
tom@orlandodevelopment.com

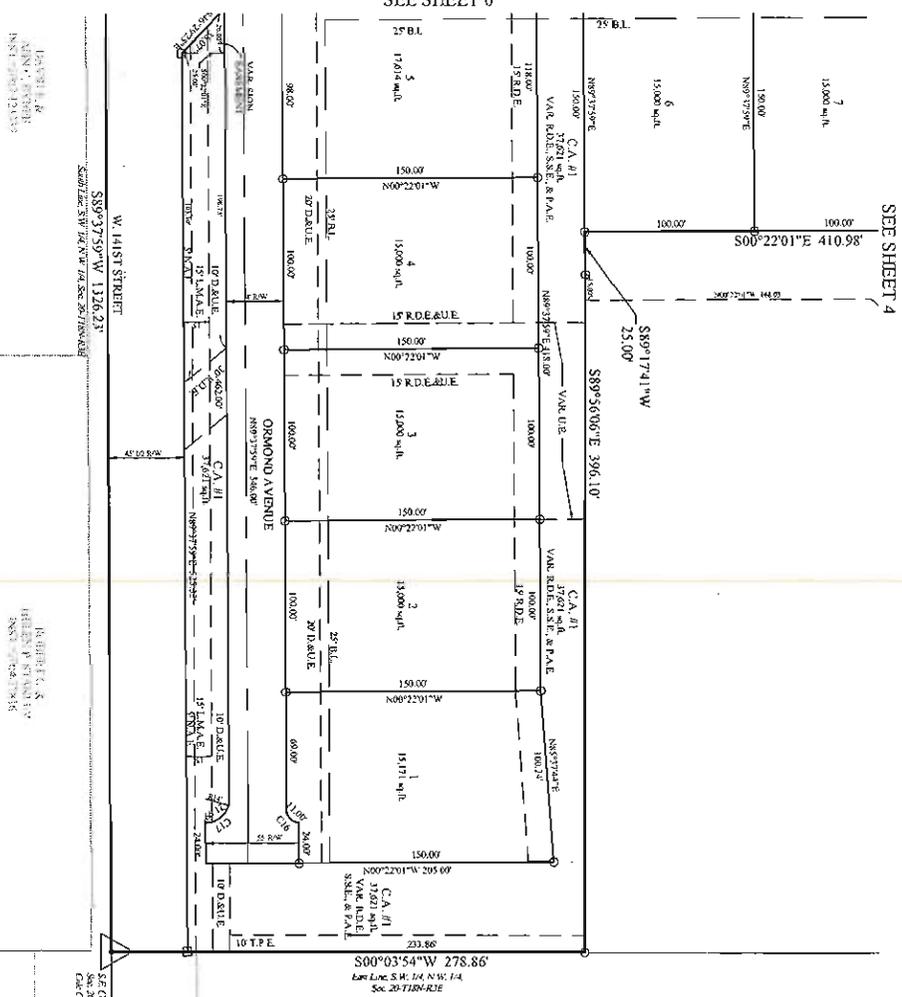
Submission Date: 1/23/2015  
Local Planning Board - Low Neighborhoods  
Consent by Planning Commission No. 125060127  
Planning Department No. 151100100  
Recording of Final Plat No. 151100100

Zoning: P.U.D. (Urban Unit Development)  
Minimum Lot Area: 15,000 sq. ft.  
Minimum Lot Width: 30' Min.  
Zoning-UID: Ordinance 67-600-13



Dennis D. Olmstead  
Registered Land Surveyor  
No. 900012

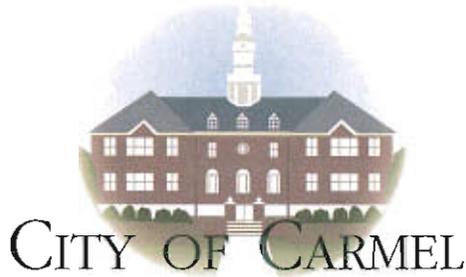
SEE SHEET 6











October 5, 2016

JAMES BRAINARD, MAYOR

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

**Re: Request for Variance (fence, patio, landscaping) at 2540 Wineland Creek Drive**

Dear Board Members:

Mr. Edmond V. Gray, owner of the property with the common address 2540 Wineland Creek Drive, has requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a fence, patio, and landscaping within a portion of the lot designated as an easement. Generally, the fence, patio, and landscaping are proposed to be installed at the location indicated on the attached exhibit.

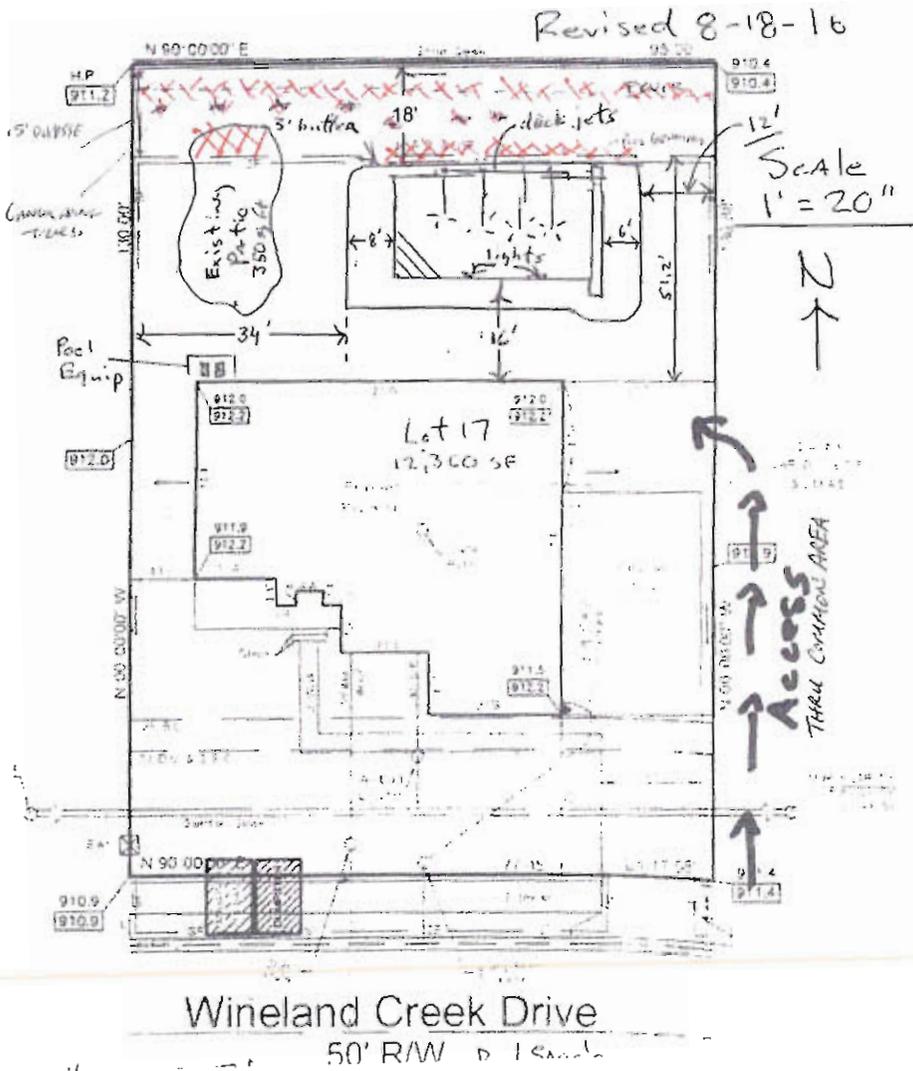
It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve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

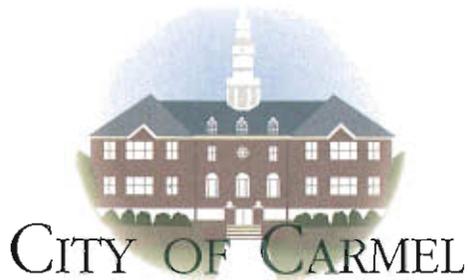
1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the landscaping that, in the opinion of the City, represents a Detriment as defined in City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

Respectfully,

**Bradley Pease, PE**  
Staff Engineer

# Exhibit B





October 5, 2016

JAMES BRAINARD, MAYOR

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

**Re: Consent to Encroach (fence, patio, landscaping) at 2540 Wineland Creek Drive**

Dear Board Members:

A Consent to Encroach document signed by Mr. Edmond V. Gray, owner of the property with the common address 2540 Wineland Creek 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 October 19, 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, PE**  
City Engineer

ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT

**S:\BPW\2540WINELANDCREEKDRENCROACHMENT.DOC**

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Edmond V. Gray, 2540 Wineland Creek Drive, Carmel, Hamilton County, Indiana 46074, (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 17 ("Lot") in Lakes of Towne Road 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 254, Instrument Number 2003-96180 in the Office of the Hamilton County Recorder on September 26, 2005, as Lakes at Towne Road, Section 1 (the "Plat"); and

WHEREAS, the current Owner wishes to install a fence, patio, 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 Sanitary Sewer Easement, identified as "15' DU&SSE" 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