

Board of Public Works and Safety Meeting
AGENDA
Wednesday, November 2, 2016 – 10:00 a.m.
Council Chambers City Hall One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the October 19, 2016, Regular Meeting**

2. BID/QUOTE OPENINGS AND AWARDS

- a. **Bid Award for 2016 New Vacuum Sweeper; Dave Huffman, Street Commissioner**

3. CONTRACTS

- a. **Request for Purchase of Goods and Services; C H A Consulting; (\$58,225.00); 96th Street at Keystone Parkway – Added Sidewalk and Right of Way Engineering; Additional Services #3; Jeremy Kashman, City Engineer**
- b. **Request for Purchase of Goods and Services; Clark Dietz, Inc.; (\$189,540.00); 116th Street and Towne Road Roundabout Design; Additional Services #6; Jeremy Kashman, City Engineer**
- c. **Request for Purchase of Goods and Services; Clark Dietz, Inc.; (\$24,264.00); 106th Street and Towne Road Roundabout Intersection Improvements; Additional Services #2A; Jeremy Kashman, City Engineer**
- d. **Request for Purchase of Goods and Services; Clark Dietz, Inc.; (\$42,492.00); Carmel Drive Roundabout Landscape Improvements – Construction Inspection; Additional Services #7; Jeremy Kashman, City Engineer**
- e. **Request for Purchase of Goods and Services; T & T Pipe Renovations, LLC; (\$771,737.98.00); Small Structure and Culvert Lining – 8, 30, 33, 49, 98, 104; Jeremy Kashman, City Engineer**
- f. **Request for Purchase of Goods and Services; Public Safety Medical, Inc; (\$65,000); 2017 Officer Physicals; Chief Tim Green, Carmel Police Department**
- g. **Request for Purchase of Goods and Services; Humane Society for Hamilton County; (\$60,617); 2017 Service Agreement; Chief Tim Green, Carmel Police Department**
- h. **Request for Purchase of Goods and Services; SCBAS, Inc; (\$83,352); Breathing Air Trailer; Chief Tim Green, Carmel Fire Department**
- i. **Resolution BPW 11-02-16-01; Acknowledging Receipt of Contract; Crider and Crider, Inc.; (\$1,467,000.00); 4th Street SW – 1st Avenue SW to Monon Boulevard – Construction; Jeremy Kashman, City Engineer**

- j. **Request for Purchase of Goods and Services; Engledow, Inc; (\$21,612.50); Holiday Decorations;** Dave Huffman, Street Commissioner
- k. **Request for Purchase of Goods and Services; Gibbs Planning Group, Inc; (\$5,500); Consulting Services for the Carmel Unified Development Ordinance;** Mike Hollibaugh, Director of the Department of Community Services
- l. **Request for Purchase of Goods and Services; Artists Development Company, LLC; (\$5,350); Event Coordination and Management;** Nancy Heck, Director of the Department of Community Relations

4. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use City Streets; Carmel Marathon; March 31, 2018; 6:30 a.m. – 2:30 p.m.;** Todd Oliver, Carmel Road Racing Group

5. OTHER

- a. **Request for Lane Restriction/Open Pavement Cut/Sidewalk Closure; 55 4th Avenue SE;** Resa Glover, Vectren
- b. **Request for Sidewalk Closure and Removal; 670 2nd Avenue NE;** Resa Glover, Vectren
- c. **Request for Performance Bond Amount Reduction; The Bridges of Carmel;** Alan Small, Weihe Construction
- d. **Request for Variance; 1034 Serenity Court;** Newman and Dale Thompson, Homeowners
- e. **Request for Variance; 13519 Dallas Drive;** Jeremy and Michelle Getz, Homeowners
- f. **Request for Consent to Encroach; 1034 Serenity Court;** Newman and Dale Thompson, Homeowners
- g. **Request for Consent to Encroach; 13519 Dallas Drive;** Jeremy and Michelle Getz, Homeowners

6. UNSAFE BUILDING HEARING

- a. **891 1st Ave SW Carmel, IN 46032;** Tammy Properties LLC

7. ADJOURNMENT

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

MEETING CALLED TO ORDER

MEETING CALLED TO ORDER

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

MEMBERS PRESENT

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

MINUTES

Minutes for the October 5, 2016, Regular Meeting were approved 2-0 (Mayor Brainard abstained)

BID/QUOTE OPENINGS AND AWARDS

Bid Opening for #16-SW-88 – Small Structure & Culvert Lining – 8, 30, 33, 49, 98, 104; Mayor Brainard opened the bids and read them aloud:

<i>Company</i>	<i>Amount</i>
<i>T&T Pipe Renovations</i>	<i>\$771,737.98</i>
<i>Infrastructure Systems</i>	<i>\$798,463.50</i>
<i>Turn-Key Tunneling</i>	<i>\$1,099,591.00</i>

Bid Opening for City-Wide Residential Solid Waste, Yard Waste, Recycling Collection and Disposal; Mayor Brainard opened the bids and read them aloud:

<i>Company</i>	<i>Amount</i>
<i>Republic</i>	<i>\$16,567,200 (BASE BID)</i>
<i>Rays</i>	<i>\$19,858,800 (BASE BID)</i>

Bid Opening for 2016 New Vacuum Sweeper; Mayor Brainard opened the bids and read them aloud:

<i>Company</i>	<i>Amount</i>
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<i>Brown Equipment</i>	\$228,875
<i>Mike Dohaney</i>	\$283,000

Request to Reject Bids for Roundabout Improvements at 106th Street and Towne Road, 16-ENG-39; Chris Ogg, Assistant City Engineer, made a recommendation to reject these bids as they were all higher than the estimate. Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

PERFORMANCE RELEASES

Resolution BPW-10-19-16-01; Bonbar at Monon Lake; Streets/Curb; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

CONTRACTS

Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$155,300.00); Midtown East Design – Supplemental Preliminary Engineering; Additional Services #2A; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

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

Request for Purchase of Goods and Services; Shrewsberry; (\$12,100.00); Roundabout Landscape Improvements – 106th Street and Towne Road; Additional Services #1; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Shrewsberry; (\$29,850.00); 126th Street Landscape Improvements; Additional Services #2; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Smock Fansler Corporation; (\$1,277,762.00); Roundabout Landscape Improvements – South West Clay; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Wilkinson Brothers; (\$3,500.00); Paint Midtown Water Tower; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Kronos incorporated; (\$10,235.03); Software Support Services; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Vitals SmartShopper; SmarShopper Program for Healthcare Services; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use City Gazebo; Relay for Life Event; June 3, 2017; 9:00 a.m. – 12:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Caucus Room; Annual Meeting; November 14, 2016; 5:30 p.m. – 7:30 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

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

Request to Use City Streets; Outdoor Festival; October 29, 2016; 2:00 p.m. – 1:00 a.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Gazebo; Half Marathon & 5k; December 10, 2016; 7:00 a.m. – 2:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

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

OTHER

Request Memorandum of Understanding; The Noblesville Fire Department/the Westfield Fire Department/Fishers Department of Fire & Emergency Services/Cicero Fire Department; Collaborative New Applicant Testing; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Street Closure/Open Pavement Cut/Pathway and Sidewalk Closure; 106th Street from Ditch Road West to Clay Township Waste Water; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

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

Request for Additional Curb Cut; 13078 Horseferry Road; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Sidewalk Closure/Open Cut/Lane Restriction; 145 Nappanee Drive & 833 Oswego Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Right of Way Dedication; 13085 Hamilton Crossing Boulevard; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Secondary Plat Approval; The Meadows at the Legacy Section 4; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Secondary Plat Approval; Albany Place Section 1; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Variance; 2540 Wineland Creek Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Consent to Encroach; 2540 Wineland Creek Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Burke moved to add-on agenda item. Watson second. Motion approved 3-0. Resolution BPW 10-19-16-02; Art Grant for Actors theatre of Indiana; (\$30,000.00); Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Burke motion to add-on agenda item. Watson second. Motion approved 3-0. Resolution BPW 10-19-16-02; Art Grant for Actors Theatre of Indiana; (\$30,000.00); Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Burke motion to add-on agenda item. Watson second. Motion approved 3-0. Resolution BPW 10-19-16-03; Acknowledging Receipt of Contract; Kieser Consulting Group, LLC; (\$47,500.00); Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Mayor Brainard recessed the meeting at 10:17 a.m. Meeting was reconvened at 10:20.

Chris Ogg reviewed bids and made a recommendation to award for #16-SW-88 – Small Structure & Culvert Lining – 8, 30, 33, 49, 98, 104; to Temple & Temple. Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

ADJOURNMENT

ADJOURNMENT

Mayor Brainard adjourned the meeting at 10:19 a.m.

Christine S. Pauley – Clerk-Treasurer

Approved

Mayor James Brainard

ATTEST:

Christine S. Pauley - 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 CHA Consulting, 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

CHA Consulting, Inc.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

David A. Henkel

Authorized Signature

Date: _____

David A. Henkel, PE, PTOE

Printed Name

Mary Ann Burke, Member

Vice President

Title

Date: _____

Lori S. Watson, Member

FID/TIN: 16-0966259

Date: _____

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 10/24/16

Christine Pauley, Clerk-Treasurer

Date: _____

CHA Consulting, Inc.
 Engineering Department - 2016
 Appropriation: ASA #3, , 2016 COIT Bond; P.O. #
 Contract Not to Exceed \$58,225.00

Scope:

The Professional shall provide the following additional services during Calendar Year 2016:

- Additional Roadway Design required to add a 6'-0" sidewalk adjacent to the curb and gutter along the south side of 96th Street within the project limits, as set out in Section 105 of "Exhibit A" in the Base Agreement.
- Additional Right-of-Way Engineering Services, as set out in the following table:

Task	Original Number of Parcels	Revised Number of Parcels	Difference
Title Updates	25	0	- 25
Right of Way Engineering Updates	19	38	+ 19
New Right of Way Engineering	0	5	+ 5
Right of Way Staking	19	43	+ 24

Schedule:

The work set out in "Exhibit A" of this Additional Services Amendment #3 shall be performed by Professional during Calendar Year 2016.

Fee:

The following adjustment shall be made to the fee for the relevant services.

Task	Description	Type	Base Agreement	ASA #3	Revised Total
Section 105	Roadway and Traffic Design	LSUM	\$260,600.00	\$12,000.00	\$272,600.00
Section 108	Final Right-of-Way Engineering (United)	UNIT PRICES	\$40,475.00	\$48,225.00	\$86,700.00

ASA #3 Total

\$58,225.00

EXHIBIT A
 1 of 4



FEE SUMMARY

PROJECT: 96th Street at Keystone Parkway
CLIENT: City of Carmel

PROJ. NO: 16-ENG-05

TASK	DESCRIPTION:	FEE
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Section 1	Added Sidewalk	LSUM \$ 12,000.00
Section 2	Additional Right-of-Way Engineering (United)	UNIT PRICES \$ 46,225.00
		Sub-Total = \$ 58,225.00

Total Not-to-Exceed Fee = \$ 58,225.00

Notes

- (1) HOURLY-NTE indicates work performed on hourly basis at actual hourly rates times 3.0 multiplier, plus reimbursable expenses, per Appendix "D".
- (2) LSUM indicates work performed on lump sum basis by CHA Consulting or subconsultants.
- (3) UNIT PRICES indicates work performed on per unit basis by CHA Consulting or subconsultants.

EXHIBIT A
2014



Added Sidewalk along south side of 96th Street

PROJECT NO. 16-ENG-05
 CLIENT: City of Carmel

DESCRIPTION	STAFF HOURS BY CLASSIFICATION											TOTAL HOURS /TASK	TOTAL DOLLARS /TASK	
	No. of Sheets	Principal Engineer VI	Senior Engineer V	Project Engineer IV	Asst Proj Engineer III	Engineer II	Assistant Engineer I	Sr. Engineer Design/Tech	Principal Eng Des/Tech	CADO Manager	Designer Tech/CADD			
 roadway Plans														
Update Stage 2 Plans to add Sidewalk for Stage 3 Plans:														
Typical Cross Sections, 96th Street	3		1	1	1	2	2	4	4	4		10	\$925.68	
Plan & Profiles, 96th Street	3		1	2	4	4	4	4	4	4		23	\$2,053.08	
Construction Details, 96th Street	6		1	4	4	8	8	4	4	4		33	\$2,882.60	
Cross Sections	18		2	4	8	4	4	8	18	8		50	\$4,629.84	
Quantities and Cost Estimate			4	2	2		2					4	\$373.68	
QA/QC												6	\$1,014.36	
SUBTOTAL:													126	\$11,879.24
TOTAL - HOURS:			4	7	17	12	18	24	0	28	16	126		
Loaded Hourly Rate		\$182.35	\$142.48	\$112.98	\$89.25	\$77.03	\$73.86	\$91.95	\$92.11	\$88.91	\$106.77			
COSTS PER CLASSIFICATION		\$729.40	\$997.36	\$1,920.66	\$1,071.00	\$1,386.54	\$1,772.64	\$0.00	\$2,579.08	\$1,422.56	\$0.00		\$11,879.24	
TOTAL HOURLY COSTS:														\$11,879.24

DIRECT EXPENSES		Mileage		Trips x		Persons x		Nights x		Sets x		SubTOTAL:	
	2												\$30.40
				40									\$0.00
													\$0.00
													\$0.00
													\$0.00
													\$0.00
DIRECT EXPENSE SUBTOTAL:													\$36.40

TOTAL COSTS:													\$12,000.00
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EXHIBIT A
 3 of 4



Update Abstracting & Right of Way Engineering (Performed by United Consulting)

PROJECT NO. 16-ENG-06

CLIENT: City of Carmel

TASK	ORIGINAL NUMBER OF PARCELS	REVISED NUMBER OF PARCELS	PER PARCEL AMOUNT	TOTAL (DIFFERENCE)
Update Abstracting & Right of Way Engineering				
Update Abstracting & Right of Way Engineering to be performed by subconsultant!				
See attached proposal				
Title Updates	25	0	\$ 175.00	\$ (4,375.00)
Right of Way Engineering Updates (Legal Descriptions and Land Plats)	19	38	\$ 1,500.00	\$ 28,500.00
New Right of Way Engineering (Legal Descriptions and Land Plats)	0	5	\$ 2,500.00	\$ 12,500.00
R/W Staking	19	43	\$ 400.00	\$ 9,600.00

TOTAL COSTS: \$ 46,225.00

EXHIBIT A
4 of 4

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

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

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

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

Exhibit "C"
E-Verify Affidavit

Felicia A. Robinson, 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 CHA Consulting, Inc. (the "Company") in the position of Regional Counsel.
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 24 day of October, 2016

Felicia A. Robinson
Printed: Felicia A. Robinson

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.

Felicia A. Robinson
Printed: Felicia A. Robinson



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 Clark Dietz, Inc. (the "Professional"), as City Contract dated May 4, 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

CLARK DIETZ, INC.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer
Date: _____

Authorized Signature

JERARD T. PAYONK

Printed Name

Mary Ann Burke, Member
Date: _____

EXECUTIVE VICE PRESIDENT

Title

Lori S. Watson, Member
Date: _____

FID/TIN: 37212051

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 10-21-16

Christine Pauley, Clerk-Treasurer
Date: _____

October 6, 2016

PROJECT DESCRIPTION: Design of Roundabout at 116th St and Towne Road in Carmel

SCOPE:

Our scope for this project is to perform design of a roundabout intersection at 116th St and Towne Road. Configuration and layout of the roundabout will be determined through iterative modeling using RODEL. Existing sidewalks and shared use paths will be reconstructed. The project will be developed with the following schedule:

1. Stage 1 plan submittal is made to the City for review by November 18, 2016
2. Final design and draft bid documents submitted to the City for review by January 13, 2017
3. Contract documents advertised on January 27, 2017
4. Bid submittals by contractors on February 15, 2017

The scope and schedule are based on the following assumptions:

1. If right of way is required, then right of way engineering, title research, appraising, and acquisition will be performed by others.
2. Existing drainage patterns can be perpetuated
3. Minimal utility relocations will be required. Subsurface utility exploration (SUE) may be utilized to attempt to avoid utilities with our design, as an aid to meet the proposed design/construction schedule. SUE work will be performed by others.

Our scope will include the following services:

1. Topographic Survey
2. Roundabout design
3. Utility Coordination
4. Erosion Control Permitting
5. Bidding Services and Construction Support
6. Geotechnical Investigation (an allowance is included)

EXHIBIT A
1 of 2



**116th at Towne Road Roundabout
City of Carmel, IN**

**Fee Summary
10/6/2016**

Task Description	Fee
*Field Survey (Lump Sum)	\$ 18,940.00
Design (Lump Sum)	\$ 140,400.00
Geotechnical Allowance (Not to Exceed, if needed)	\$5,000
Utility Coordination (Hourly)	\$ 15,300.00
Rule 5 Permit (Lump Sum)	\$ 9,900.00
TOTAL =	\$ 189,540.00

* Indicates professional service provided by sub-consultant SJCA

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.

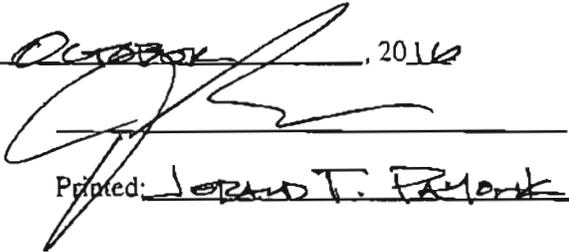
Exhibit "C"
E-Verify Affidavit

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

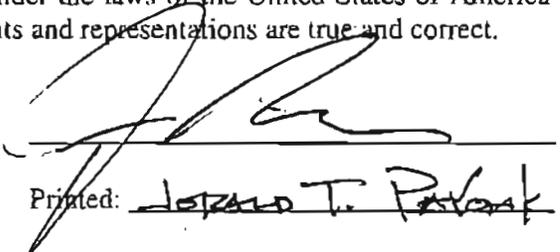
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Clark Dietz, Inc. (the "Company") in the position of Executive Vice President.
3. I am familiar with the employment policies, practices,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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 21 day of October, 2016


Printed: Jerard T. Pavank

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: Jerard T. Pavank



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 Clark Dietz, Inc. (the "Professional"), as City Contract dated May 4, 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

CLARK DIETZ, INC.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer
Date: _____

Authorized Signature

JERALD T. PAYENK
Printed Name

Mary Ann Burke, Member
Date: _____

EXECUTIVE VICE PRESIDENT
Title

Lori S. Watson, Member
Date: _____

FID/TIN: 371212051

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 10-2-16

Christine Pauley, Clerk-Treasurer
Date: _____

October 6, 2016

PROJECT DESCRIPTION: Redesign of Roundabout at 106th St and Towne Road in Carmel

SCOPE:

The construction scope for 106th St at Towne Road needs reduced in order to meet the stipulations of the general obligation bond. The ends of each approach will be eliminated and areas of the project will be converted from full reconstruction to variable depth resurfacing and widening. The project will be combined into a single contract with the 116th at Towne Road roundabout. The project will be developed with the following schedule:

1. Plan submittal made to the City for review by December 2, 2016
2. Final design and draft bid documents submitted with 116th and Towne by January 13, 2017
3. Contract documents advertised on January 27, 2017
4. Bid submittals by contractors on February 15, 2017

Our scope will include the following services. For completion of this work, the fee will be a lump sum of amount of \$26,264:

1. Update design and project manual to reduce construction project costs.
2. Combine 106th and 116th St roundabouts at Towne Rd into one contract.

EXHIBIT A
1 of 1

EXHIBIT "B"
E-verify requirement

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

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

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

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

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

Exhibit "C"
E-Verify Affidavit

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

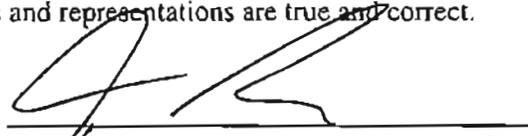
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Clark Dietz, Inc. (the "Company") in the position of Executive Vice President.
3. I am familiar with the employment policies, practices,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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 21 day of August, 2016.


Printed: Joseph T. Payant

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: Joseph T. Payant

SCOPE OF WORK

SERVICES TO BE FURNISHED BY CONSULTANT:

The CONSULTANT shall be responsible for performing the following activities:

A. Engineering Personnel

The CONSULTANT will provide a Resident Project Representative and inspectors for a period of time necessary to complete the construction project and final construction report. The Resident Project Representative will coordinate project activities with the City's Engineering Department.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract.
2. Conferences: Attend pre-construction conferences and arrange a schedule of progress meetings, as required for the timely and acceptable conduct of the job, including minutes of such meetings.
3. Liaison: Serve as the City's liaison with the contractor, working principally through the Contractor's field superintendent. The fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Provide periodic status reports on project progress to the City.
4. Assist the City in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work
5. Equipment - Furnish all equipment necessary to sample and test materials and perform tests in accordance with City procedures.
6. Shop Drawings - Receive shop drawings and check for completeness
7. Inspection and Tests: Conduct on-site inspections and acceptance testing of materials in accordance with current City practices to determine that the project is proceeding in accordance with the Contract Documents.
8. Modifications: Evaluate the Contractor's suggested modifications to the drawings or specifications and offer recommendations to the City.
9. Records: Maintain files of correspondence, shop drawings, contract documents, change orders, and daily reports documenting hours worked, weather, general observations, daily pay quantities, and specific test results.
10. Prepare as-built drawings detailing authorized changes.
11. Prepare progress estimates for partial payments to the Contractor .
12. Hold a pre-final inspection with the City and the Contractor and prepare a final construction record and final estimate within 45 days of the pre-final.

EXHIBIT A
10/3

SCHEDULE

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the City

The CONSULTANT will be prepared to begin the work under this Agreement within five days after a letter of notification to proceed is received from the City. The CONSULTANT shall conform to the below listed items:

- 1) Pre-Construction Minutes written and distributed for concurrence, five days after the Pre-Construction Meeting is held
- 2) Final Construction Records within forty-five days after the pre-final inspection has been held

COMPENSATION TO ENGINEER

Carmel - Clay Roundabout Landscaping

This fee is based on part-time services during construction. The Consultant will be paid for the actual hours of work performed exclusively on this contract in accordance with the negotiated hourly billing and mileage rates as shown in the tables below. The total amount of payment will not exceed the amount of \$42,492.00 as indicated in the table below, unless a supplement is executed by the parties to increase the maximum amount payable.

Clark Dietz, Inc.
8900 Keystone Crossing, Suite 900
Indianapolis, Indiana 46238

TASK	PM	RPR	Inspector	CAD TECH	TOTAL
Employee Name(s)	Robert Valentine	Jason Umlauf	Julian Hayes\Other	Mike Feiock	
Project Management	4	0	0	0	4
Preconstruction & Progress Meetings	0	8	0	0	8
Field Inspection / Measure / Quantify Items	0	260	8	0	268
Contractor Pay Applications, Change Orders, Site Manager (if applicable)	0	12	0	0	12
Final As-Built Drawings As-Built Digital Data Submission	0	0	0	0	0
Final Construction Record	0	40	0	0	40
TOTALS	4	320	8	0	332

PRIME CONSULTANT	# HOURS / MILES	Hourly / Mileage Rate	COST
Project Manager	4	\$180.00	\$720.00
RPR (PE/S)	320	\$125.00	\$40,000.00
Constr. Inspector	8	\$100.00	\$800.00
CAD Tech III	0	\$105.00	\$0.00
		SUBTOTAL:	\$41,520.00
Mileage	1,800	\$0.54	\$972.00
		TOTAL:	\$42,492.00

EXHIBIT A
3 of 3

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

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

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

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



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 T & T Pipe Renovations, LLC, 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 94-650.04, 2-016 Storm Water 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 Seven Hundred Seventy One Thousand Seven Hundred Thirty Seven Dollars and Ninety-Eight Cents (\$771,737.98) (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 thirty-five (35) 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-SW-88 Small Structure & Culvert Lining – 8, 30, 33, 49, 98, 104" received by the City of Carmel Board of Public Works and Safety on or about October 19, 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, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor:	T & T Pipe Renovations, LLC 230 North Bond Street Suite D Scottsburg, Indiana 47170 Attn: Patrick Howser
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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.

T & T Pipe Renovations, LLC
Engineering Department - 2016
Appropriation #94-650.04, 2016 Storm Water Board; P.O. #34324
Contract Not To Exceed \$771,737.98

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

CITY OF CARMEL, INDIANA

T & T PIPE RENOVATIONS, LLC

by and through its Board of Public
Works and Safety

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

By:

Authorized Signature


Ken Temple

Printed Name

Managing Member

Title

FID/TIN: 35-2141150

Last Four of SSN if Sole Proprietor: N/A

Date: 10-24-14

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: *Small Structure & Culvert Lining – 8, 30, 33, 49, 98, 104*

Proposal For Construction of :

The pipe lining of existing small structure Culvert 49 at approximately 921 Guilford Ave.

The pipe lining of existing small structure Culvert 33 at approximately 1949 W 116th St.

The pipe lining of existing small structure Culvert 30 approximately 320' north of Homestretch.

The pipe lining of existing small structure Culvert 8 at approximately 9625 Cedar Point Dr.

The pipe lining of existing small structure Culvert 98 at approximately 11024 Lakeshore Dr. W.

The pipe lining of existing small structure Culvert 104 at approximately 12067 Eden Glen Dr.

The removal of an existing small structure culvert north of the intersection of 111th St. and College Ave.

Also, included in the project will be ditch restoration and installation of energy dissipation/stream stabilization elements at each culvert lining.

Date: October 19, 2016

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]*

Itemized Proposal Project 16-SW-88					
Small Structure & Culvert Lining - 8, 30, 33, 49, 98, 104					
Culvert 49					
Item #	Item Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization and Demobilization	1	LS	11,889.50	11,889.50
2	Clearing Right of Way	1	LS	1,291.97	1,291.97
3	Maintenance of Traffic	1	LS	1,958.27	1,958.27
4	Temporary Pumparound	1	LS	11,272.97	11,272.97
5	Restoration/Erosion Control	1	LS	12,088.12	12,088.12
6	Pipe Lining, HDPE, Culvert 49, 80"x117" Pipe Lining, HDPE, Culvert 49	69	LFT	1,091.73	75,329.37
7	Geotextiles	68	SYS	14.37	977.16
8	Armorflex Class 85 Open Cell Block	68	SYS	145.00	9,860.00
9	Temporary Mulching	211	SYS	3.93	829.23
10	Topsoil (undistributed)	35	CYS	102.38	3,583.30
Subtotal =					129,079.89
Culvert 33					
Item #	Item Description	Quantity	Unit	Unit Price	Total Price
11	Mobilization and Demobilization	1	LS	10,580.12	10,580.12
12	Clearing Right of Way	1	LS	645.98	645.98
13	Maintenance of Traffic	1	LS	3,101.10	3,101.10
14	Temporary Pumparound	1	LS	2,695.07	2,695.07
15	Restoration/Erosion Control	1	LS	9,524.35	9,524.35
16	Pipe Lining, HDPE, Culvert 33, 30"x42" Pipe Lining, HDPE, Culvert 33	42	LFT	463.69	19,474.98
17	Geotextiles	18	SYS	17.75	319.50
18	Armorflex Class 85 Open Cell Block	18	SYS	213.76	3,847.68
19	Temporary Mulching	74	SYS	10.56	781.44
20	Topsoil (undistributed)	12	CYS	119.30	1,431.60
Subtotal =					52,401.82
Culvert 30					
Item #	Item Description	Quantity	Unit	Unit Price	Total Price

EXHIBIT A
2014

21	Mobilization and Demobilization	1	LS	13,526.23	13,526.23
22	Clearing Right of Way	1	LS	645.98	645.98
23	Maintenance of Traffic	1	LS	1,958.27	1,958.27
24	Temporary Pumparound	1	LS	2,695.07	2,695.07
25	Restoration/Erosion Control	1	LS	10,878.25	10,878.25
26	Pipe Lining, HDPE, Culvert 30, 48"x78" Pipe Lining, HDPE, Culvert 30	278	LFT	612.36	170,236.08
27	Geotextiles	37	SYS	17.31	640.47
28	Riprap, Class I	50	TON	61.92	3,096.00
29	Temporary Mulching	146	SYS	5.50	803.00
30	Topsoil (undistributed)	24	CYS	105.84	2,540.16
Subtotal =					207,019.51
Culvert 8					
Item #	Item Description	Quantity	Unit	Unit Price	Total Price
31	Mobilization and Demobilization	1	LS	10,580.12	10,580.12
32	Clearing Right of Way	1	LS	2,583.91	2,583.91
33	Maintenance of Traffic	1	LS	1,958.27	1,958.27
34	Temporary Pumparound	1	LS	2,695.07	2,695.07
35	Restoration/Erosion Control	1	LS	18,972.83	18,972.83
36	Pipe Lining, HDPE, Culvert 8, 69"x97" Pipe Lining, HDPE, Culvert 8	107	LFT	875.95	93,726.65
37	Geotextiles	38	SYS	16.89	641.82
38	Armorflex Class 85 Open Cell Block	38	SYS	160.48	6,098.24
39	Temporary Mulching	579	SYS	2.39	1,383.81
40	Topsoil (undistributed)	97	CYS	105.43	10,226.71
Subtotal =					148,867.43
Culvert 98					
Item #	Item Description	Quantity	Unit	Unit Price	Total Price
41	Mobilization and Demobilization	1	LS	13,526.23	13,526.23
42	Clearing Right of Way	1	LS	968.95	968.95
43	Maintenance of Traffic	1	LS	1,958.27	1,958.27
44	Temporary Pumparound	1	LS	2,695.07	2,695.07
45	Restoration/Erosion Control	1	LS	9,942.04	9,942.04
46	Pipe Lining, HDPE, Culvert 98, 41"x55" Pipe Lining, HDPE, Culvert 98	64	LFT	536.11	34,311.04
47	Pipe Lining, HDPE, 21" Pipe Lining, HDPE, 24" Blind Tee	40 15	LFT	212.31	3,184.65
48	Perpetuation, Existing Inlet	2	EA	2,541.01	5,082.02

EXHIBIT

A

3 of 4

49	Perpetuation, Existing Pipe	1	EA	2,541.01	2,541.01
50	Geotextiles	44	SYS	21.49	945.56
51	Aarmorflex Class 85 Open Cell Block	44	SYS	141.55	6,228.20
52	Temporary Mulching	96	SYS	8.27	793.92
53	Topsoil (undistributed)	16	CYS	126.03	2,016.48
Subtotal =					84,193.44
Culvert 104					
Item #	Item Description	Quantity	Unit	Unit Price	Total Price
54	Mobilization and Demobilization	1	LS	13,526.23	13,526.23
55	Clearing Right of Way	1	LS	3,762.35	3,762.35
56	Maintenance of Traffic	1	LS	1,958.27	1,958.27
57	Temporary Pumparound	1	LS	2,695.07	2,695.07
58	Restoration/Erosion Control	1	LS	9,265.09	9,265.09
59	Pipe Lining, HDPE, Culvert 104, 28"x44" Pipe Lining, HDPE, Culvert 104	158	LFT	315.79	49,894.82
60	Perpetuation, Existing Inlet	4	EA	2,541.01	10,164.04
61	Geotextiles	20	SYS	16.11	322.20
62	Riprap, Class I	27	TON	67.23	1,815.21
63	Handrail	22	LFT	384.96	8,469.12
64	Temporary Mulching	60	SYS	12.02	721.20
65	Topsoil (undistributed)	10	CYS	130.07	1,300.70
Subtotal =					103,894.30
Culvert Removal					
Item #	Item Description	Quantity	Unit	Unit Price	Total Price
66	Mobilization and Demobilization	1	LS	6,553.78	6,553.78
67	Clearing Right of Way	1	LS	5,872.25	5,872.25
68	Maintenance of Traffic	1	LS	13,513.99	13,513.99
69	Restoration/Erosion Control	1	LS	9,495.54	9,495.54
70	Flowable Fill	12	CYS	191.83	2,301.96
71	12" Concrete Cap	16	SYS	123.03	1,968.48
72	HMA Surface, 9.5mm	2	TON	1,167.54	2,335.08
73	Line, Thermoplastic, Solid, White	10	LFT	117.84	1,178.40
74	Line, Thermoplastic, Solid, Yellow	10	LFT	117.84	1,178.40
75	Temporary Mulching	49	SYS	14.55	712.95
76	Topsoil (undistributed)	8	CYS	146.22	1,169.76
Subtotal =					46,280.59
77	Administrative	1	DOL	\$1.00	\$1.00
TOTAL =					771,737.98

EXHIBIT A
4041

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$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
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Comprehensive Auto Liability (owned, hired and non-owned)

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

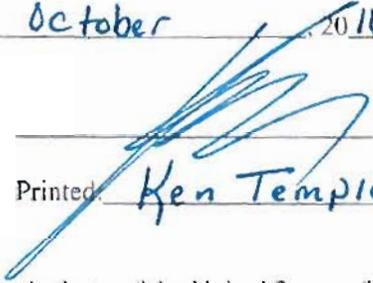
EXHIBIT D

AFFIDAVIT

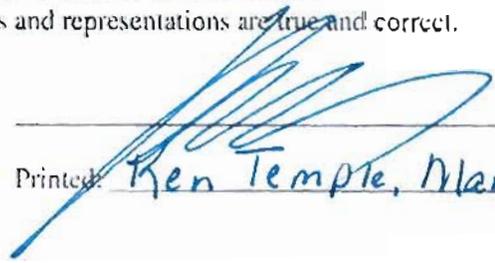
Ken Temple, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

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

EXECUTED on the 24th day of October, 2016.


Printed: Ken Temple, Managing Member

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: Ken Temple, Managing Member



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

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

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

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 407-01 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 Sixty Five Thousand Dollars (\$65,000.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within sixty (60) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

4. **WARRANTY:**

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

5. TIME AND PERFORMANCE:

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

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY:

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

13. NO IMPLIED WAIVER:

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

14. NON-ASSIGNMENT:

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

15. RELATIONSHIP OF PARTIES:

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

If to City:	City of Carmel One Civic Square Carmel, Indiana 46032	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor: Public Safety Medical, Inc.
324 E. New York Street
Indianapolis, IN 46204

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.

Public Safety Medical, Inc.
Police Department - 2016
Appropriation #407-01; P.O. #3-1162
Contract Not To Exceed \$65,000.00

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

CITY OF CARMEL, INDIANA

PUBLIC SAFETY MEDICAL, INC.

by and through its Board of Public
Works and Safety

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

By:



Authorized Signature

Christopher M. Castlow

Printed Name

Vice President

Title

FID/TIN: 35-2079797

Last Four of SSN if Sole Proprietor: _____

Date: 10/4/16



**Carmel Police Department
2017 Service Agreement***

324 E. New York Street
Indianapolis, IN 46204
317.972.1180 Phone
317.972.1190 FAX

Delivery Location: PSM-Indianapolis or PSM-Fishers

The following when signed by Public Safety Medical (PSM) at 324 E. New York Street, Suite 300, Indianapolis, IN 46204 and Carmel Police Department, 3 Civic Square, Carmel, IN 46032 will constitute our agreement for delivery of the services described below under the following terms and conditions.

Scope of Services

PSM agrees to provide the following services:

SERVICE	DESCRIPTION	Code	Cost	All Officers
Blood and Lab Work	Blood Panel (CMP, CBC, Lipid, Veni.)	3500		
	CMP (Comp. Metabolic Panel)	3522	\$22.41	X
	CBC (Comp. Blood Count)	3083	\$20.29	X
	Lipid Panel (total chol., HDL, LDL, ratio)	3523	\$23.82	X
	Venipuncture	3000	\$3.53	X
Medical Testing	Wellness Med. Testing:	12416		
	Vital Signs-ht, wt, BMI, BP, resp., pulse	6000	\$0.00	X
	Vision-Aculty	6050	\$30.45	X
	PFT – Pulmonary Function Test	6110	\$38.65	X
	Audiometry	6090	\$16.40	X
	EKG w/interp	8120	\$23.42	X
	Urinalysis – Dipstick	6020	\$3.53	X
Physical Exam	Respirator/Medical Review	6304	\$18.74	X
	Comprehensive Physical Exam	12500	\$114.77	X
	Health Risk Appraisal (Motivation)	7000	\$0.00	X
Fitness Services	Treadmill – Submax	2080	\$178.11	X
	Muscular Strength Endurance Test	2040	\$30.45	X
	Flexibility Test	2030	\$11.72	X
	Waist / Hip Ratio	2018	\$3.53	X
	Body Fat Test – BIA	2019	\$16.40	X
Web-Based Services	OnMed Program	8135	\$0.00	X
			Subtotal Per Person:	\$557.22
Other Fees and Testing	Admin fee (your site) blood draws (One-Time-Only-Fee Due at 1 st of year)	3206	\$151.00	See notes to left
	Quantiferon -Tb (Blood)	3545	\$58.55	
	Chest X-ray - PA/LAT (Digital) (every 4 yrs)	4000	\$70.28	
	No Show Fee	8080	\$44.80	X
	HIV – 4 th Gen. (Rapid Test) (offered to all)	3526	\$25.93	X
	PSA-Prostate Specific Ag (ages40+)	3115	\$40.99	X
	Rectal/hemoccult (men: ages 40+)	6130	Included	X

Pricing valid through December 31, 2017

EXHIBIT A
1 of 4

Billing

Invoices are generated weekly.

1. **Invoices sent to:** Timothy Green **Title:** Police Chief
Address: Carmel Police Department, 3 Civic Square, Carmel, IN 46032
2. **Accounts Payable Contact:** _____ **Title:** _____
Phone: _____ **e-mail:** _____

Right to Receive Notice of Breach

As required by the Health Insurance Portability and Accountability Act (HIPAA), PSM will provide a written notice to all Carmel Police Department employees in the event we learn of any unauthorized acquisition, use or disclosure of your personal health information (PHI) as a result of not being properly secured as required by HIPAA. We will notify employees of the breach as soon as possible but no later than sixty (60) days after the breach has been discovered. PSM will incur all expenses for notification and actions necessary to correct breach.

Policy on Additional Testing

In the event that PSM finds it necessary to perform additional testing at Carmel Police Department expense and at the request of the medical director, the Carmel Police Department representative will be notified in advance.

Policy on Repeat Testing

In the event that PSM finds it necessary to retest a patient due to a positive test result or the recommendation of the PSM medical director, the cost incurred will be billed to Carmel Police Department if the retest was not based upon an error on the original test. The Carmel Police Department representative will be notified in advance. If the retest is due to an error by PSM or a contracted laboratory or other representative, PSM will absorb any additional retest costs. No recommended actions will be made to Carmel Police Department until PSM has received accurate retest information.

Policy on Reporting Results

PSM will provide a medical/respirator clearance letter for every patient. The letter will state whether or not the employee is medically cleared for duty. No specific medical test results for any patient are provided to any representative without the written consent of the patient unless required by law (i.e. OSHA). If during the medical evaluation, findings are such that the patient cannot be medically-cleared for duty, the patient will be counseled as to the medical concerns and the need to limit duty assignment. The designated Carmel Police Department representative will be notified, in general terms, of the need for duty restriction and any safety-sensitive responsibilities. It will also be recommended that the patient be re-evaluated by PSM, after appropriate medical treatment, to provide final clearance of return to full duty after a release is first made by the patient's treating physician. PSM will assist the employee with providing related medical information and their job requirements to the treating physician to assist in their care.

Dates and Location of Services

<u>Blood Draws-</u>	Dates: Quarterly	Location: 3 Civic Square, Carmel, IN 46032
<u>Examinations-</u>	Dates: by Appt	Location: PSM Indy or PSM Fishers
<u>Examinations-</u>	Dates: Monthly	Location: PSM Fishers

Departmental Information

Contact person:	Name: Timothy Green	Title: Police Chief	Phone: (317)571-2529
	E-mail: tgreen@carmel.in.gov		
	Address: 3 Civic Square, Carmel, IN 46032		

Price Increases

Price increases for the following year will be made known by end of April of the current year. Pricing reflected above is valid through **December 31, 2017.**

Records and Accounts

PSM shall maintain accurate records and accounts of all transactions relating to the Services performed by it pursuant to this Agreement.

Exam Arrival Time

To optimize the service provided to **Carmel Police Department** personnel, we request that you send your personnel 15 minutes prior to their appointment time.

When Running Late

If your personnel are running late for their appointment(s), please call your client manager whose name and number is listed on the signature page. This will ensure that appropriate arrangements may be made at PSM to accommodate your personnel or potential rescheduling.

Cancellations and No Shows

Cancellations should be made at least 3 days (1 shift for fire departments) prior to the scheduled appointment. This enables PSM with enough notice to offer the appointments to another department and properly prepare. Any scheduled appointment that results in a No Show, or if the cancellation is less than a 3-day notice, may result in a No Show penalty fee of \$44.80 per person. The **Carmel Police Department** representative will be contacted prior to any fees being assessed.

Liability and Indemnification

PSM shall have no liability whatsoever to **Carmel Police Department** for any error, act or omission in connection with the services to be rendered by PSM to **Carmel Police Department** hereunder unless any such error, act or omission derives from willful misconduct or gross negligence.

Insurance

PSM maintains insurance to protect it and **Carmel Police Department** from the claims set forth below which may arise out of or result from PSM operations under this Agreement, whether such operations be by PSM or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

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

PSM insurance shall be not less than the acceptable industry standards for the performance of medical and occupational health-related services.

Confidentiality

PSM agrees to hold in strict confidence, and to use reasonable efforts to cause its employees and representatives to hold in strict confidence, all confidential information concerning **Carmel Police Department** furnished to or obtained by PSM in the course of providing the agreed-upon services. PSM will not disclose or release any such confidential information to any person, except its employees, representatives and agents who have a need to know such information in connection with PSM performance under this Agreement or by the express written consent of a **Carmel Police Department** employee.

Proprietary Information

PSM asks that all information provided within this document be held confidentially and not shared with any related providers, those organizations who could be considered competition to PSM, other fire or law enforcement organizations, or unnecessary personnel within the **Carmel Police Department**.

Termination for Convenience

Either PSM or **Carmel Police Department** may terminate this Agreement at any time by giving thirty (30) days written notice. PSM shall be entitled to payment for deliverables in progress, to the extent the work has been performed satisfactorily.

**EXHIBIT B
Invoice**

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

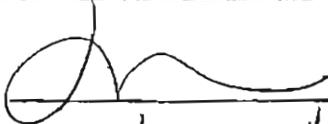
EXHIBIT D

AFFIDAVIT

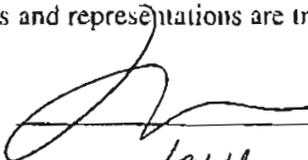
Lauren Moffatt, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

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

EXECUTED on the 4th day of October, 2016.


Printed: Lauren Moffatt

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: Lauren Moffatt



Humane Society for Hamilton County

Service Agreement – 2017

This Agreement is entered into by the City of Carmel, Indiana, a municipal corporation (hereinafter referred to as the "City"), and the Humane Society for Hamilton County, Inc., an Indiana not-for-profit corporation (hereinafter referred to as the "Society").

WITNESSETH:

WHEREAS, the Society operates a shelter for unwanted animals of Hamilton County located at 1721 Pleasant Street, Suite B, in Carmel, Indiana;

WHEREAS, by law, the City is required to provide shelter to unwanted animals for seven (7) days; and

WHEREAS, the Society and the City wish to set forth an arrangement by which the Society will provide services to residents of the City.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. Term: The original term of this Agreement shall be from January 1, 2017 to December 31, 2017.
2. Definitions:
 - a. "Unwanted animal" is defined as "(1) an animal delivered to the Society by a law enforcement officer of the City; or (2) an animal which is delivered to the Shelter by a resident of the City, which is not owned or controlled by the resident, but is delivered by the resident in order that the animal may be treated humanely; or (3) an animal delivered to the shelter by its owner, who resides within the City.

3. Services to be provided: The Society will provide shelter for unwanted animals and the City agrees to compensate the Society for the first seven (7) days of care of all such animals. In addition, the City will appropriate funds needed for additional costs of care for seized animals involved in special court-ordered cases such as cruelty investigations and bite cases, or any animal brought in by the Carmel Police Department the Society is asked to hold for a period beyond 7 days. Any costs of care of the unwanted animals beyond the initial seven (7) day period (other than the special court-ordered cases, seized animals noted above) will be born by the Society. The Society will also pay costs of unusual medical care and spay or neuter surgery for the animals.

4. Reimbursement for Services: In exchange for the services provided by the Society under this agreement, the City agrees to pay the Society the amount of \$60,617 in twelve (12) equal installments of \$5,051 commencing in January 2017. The payments shall be paid to the Society on or before the 15th business day of each month. Neither party will be penalized at year end should the number of animals exceed the annual budgeted amount, nor if the number of animals is less than the budgeted annual amount.

5. Reports and Audits: The Society will provide the City with regular reports regarding the unwanted animals delivered to the Society and will cooperate with any audit required by state or federal law, the City, the Hamilton County Council, the Hamilton County Board of Commissioners, and/or the Indiana State Board of Accounts or their respective designees.

AGREED to this . . . day of _____, 2017.

HUMANE SOCIETY FOR HAMILTON COUNTY

Date: 9-22-16

Rebecca M. Stevens

Signature of Authorized Representative

Rebecca M. Stevens

Printed Name of Authorized Representative

CITY OF CARMEL

Date: _____

Signature of Authorized Representative

Printed Name of Authorized Representative

10606507.1 (OGLETREE)

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

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

BY:

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer
Date: _____



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

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 44-650.02 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 Eighty Three Thousand Three Hundred Fifty Two Dollars (\$83,352.00) (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 thirty-five (35) 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 Fire Department Bid Proposal Package for "Breathing Air Trailer" received by the City of Carmel Board of Public Works and Safety on or about October 5, 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, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	------------	--

If to Vendor:	SCBAS, Inc. 403 Peoria Street Washington, IL 61571
---------------	--

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.

SCBAS, Inc.
Carmel Fire Department - 2016
Appropriation # _____ ; P.O. # _____
Contract Not To Exceed \$83,352.00

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

CITY OF CARMEL, INDIANA

SCBAS, INC.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Rodney Reason
Authorized Signature

Date: _____

Rodney Reason
Printed Name

Mary Ann Burke, Member

President
Title

Date: _____

Lori S. Watson, Member

FID/TIN: 47-2200885

Date: _____

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 10-14-16

Christine S. Pauley, Clerk-Treasurer

Date: _____

**SCBAS, INC.
403 PEORIA ST.
WASHINGTON, IL 61571
PHONE 800/747-7442 or FAX 309/444-3180**

QUOTATION

DATE: October 3, 2016
F.O.B. POINT: DESTINATION
TERMS: NET 30 DAYS
SHIP DATE: 10-12 WEEKS

TO: CARMEL FIRE DEPARTMENT
C/O ROBERT VANVOORST
2 CIVIC SQUARE
CARMEL, IN 46032

QTY	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	HA10M1C3E-GS19	HARRIER CFS TRAILER-MOUNTED BREATHING AIR COMPRESSOR SYSTEM - 27 CFM, 6000 PSI, 20 HP, 3-PHASE ELECTRIC MOTOR DRIVE IN THE (25-KW) GEN-SET CONFIGURATION, COMPLETE WITH STANDARD ACCESSORIES PLUS FOUR UN/ISO AIR STORAGE CYLINDERS (CASCADE-PIPED), SCBA SPACER KIT, FOUR BANK CASCADE CONTROLS AND AUXILIARY ELECTRIC OUTLET PACKAGE - AS PER THE ATTACHED SPECIFICATIONS CGA GRADE "D", NFPA 1500 AIR QUALITY TEST, 1 TIME 1 YEAR WARRANTY ALL PARTS & LABOR, ON SITE 2 YEAR WARRANTY ON BLOCK PARTS ONLY		\$81,115.00

NOTE: The price is conditional that Carmel Fire Department allows Eagle Air to display this unit at the FDIC 2017 show in Indianapolis next April. This commitment will include the fire department to tow the Harrier back and fourth from Carmel, in to the Eagle Air FDIC booth. Eagle Air will pay the vehicle move-in fee and will provide a sign thanking the Carmel Fire Department for allowing us to display their Harrier unit in the booth (if desired)

***** CONTINUED ON NEXT PAGE *****

SIGNATURE

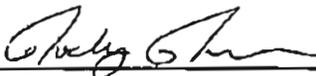


EXHIBIT A
1 of 2

SCBAS, INC.
403 PEORIA ST.
WASHINGTON, IL 61571
PHONE 800/747-7442 or FAX 309/444-3180

QUOTATION

DATE: October 3, 2016
F.O.B. POINT: DESTINATION
TERMS: NET 30 DAYS
SHIP DATE: 45-60 DAYS ARO

TO: CARMEL FIRE DEPARTMENT
C/O ROBERT VANVOORST
2 CIVIC SQUARE
CARMEL, IN 46032

QTY	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	MISC.	***NOTE: THE PRICE OF THE SYSTEM ON THE PREVIOUS PAGE INCLUDES THE DELIVERY, INSTALLATION AND TRAINING OF THE DESIGNATED PERSONNEL ON THE OPERATION AND GENERAL MAINTENANCE OF THE SYSTEM		INCLUDED
1	FREIGHT	ALL FREIGHT CHARGES		INCLUDED
OPTIONAL:				
1	MISC	INTEGRATED 50-FT SPRING REWIND HOSE REEL WITH VALVE AND GAUGE		\$1,545.00
1	MISC	INTEGRATED 100-FT SPRING REWIND HOSE REEL WITH VALVE AND GAUGE		\$2,237.00

SIGNATURE

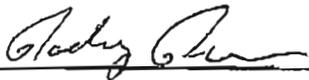


EXHIBIT A
2 of 2

EXHIBIT B
Invoice

Date: 10-14-16

Name of Company: SCBAS INC

Address & Zip: 403 PEORIA ST WASHINGTON IL 61571

Telephone No.: 309 444-7442

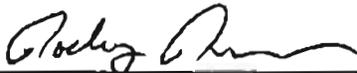
Fax No.: 309 444-3180

Project Name: BREATHING AIR TRAILER

Invoice No. _____

Purchase Order No: _____

Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Goods	Services	Total
			Cost Per Item	Hourly Rate/ Hours Worked	
SCBAS INC		HARRIER CFS TRAILER mounted Compressor System NOTE SEE EXHIBIT "A"	\$81,115.00		81,115 ⁰⁰
		Integrated 100 FT HOSE Reel with VALVE & GAUGE NOTE SEE EXHIBIT "A"	2237.00		2237 ⁰⁰
		GRAND TOTAL			\$83,352 ⁰⁰


Signature

Rodney Reason
Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Rodney Reason, 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:

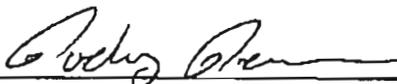
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by SCBAS INC (the "Employer")
in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 14th day of November, 2016.


Printed: Rodney REASON

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: Rodney REASON

RESOLUTION NO. BPW 11-02-16-01

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING RECEIPT OF CONTRACT

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

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

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

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2016.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Christine Pauley, Clerk-Treasurer

Date: _____



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

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 94-0650.04 2016 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. 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 One Million Four Hundred Sixty Seven Thousand Dollars (\$1,467,000.00) (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 thirty-five (35) 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-31A; 4th Street SW – 1st Avenue SW to Monon Boulevard" received by the City of Carmel Board of Public Works and Safety on or about October 5, 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, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	------------	--

If to Vendor:	Crider & Crider, Inc. 4806 West 86 th Street Indianapolis, Indiana 46268
---------------	---

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.

Crider & Crider, Inc.
Carmel Engineering Department - 2016
Appropriation #94-650.04, 2016 COIT Bond Fund; P.O. #34307
Contract Not To Exceed \$1,467,000.00

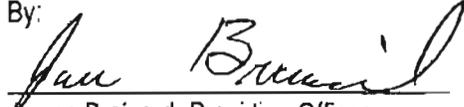
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Crider & Crider, Inc.

by and through its Board of Public
Works and Safety

By:



James Brainard, Presiding Officer

Date: October 12, 2016

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

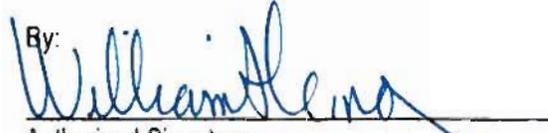
Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

By:



Authorized Signature

WILLIAM A. LANG

Printed Name

AREA MANAGER IZ

Title

FID/TIN: 35-1875662

Last Four of SSN if Sole Proprietor: N/A

Date: 10/10/2016

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:	Crider & Crider, Inc.
Project Name:	4th Street SW - 1st Avenue SW to Monon Blvd
Date Submitted:	October 5, 2016
Base Bid Amount:	\$ 1,467,000.00

Local Preference Law

I am claiming Local Preference (Circle One)

YES

NO

(All required documentation will be required in a post-bid submittal)

EXHIBIT

A
1 of 5

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: ***Prj. No. 16-ENG-101 – 4th Street SW – 1st Avenue SW to Monon Boulevard***

Proposal For Construction of :

The construction of 315 feet of roadway to construct 4th Street SW from the west side of existing 1st Avenue SW to the east side of proposed Monon Boulevard. The proposed improvements include installation of asphalt pavement and subgrade treatment, concrete curb and gutter, concrete sidewalk, curb ramps, storm sewer network with underground detention and water quality units, underdrain, 465 lft of 8" sanitary sewer main and manholes, 465 lft of 12" water main extension, 45 lft of 6" water main extension, future communications conduit and handholes, electric service conduit and wiring, street lighting, landscaping, bike racks and pads, and pavement markings. The storm sewer system for the project includes 807 lft of 12" to 30" storm sewer, inlets, manholes, an Aqua-Swirl AS-5, an Aqua Swirl AS-8, an Aqua Filter AF-X.3, and approximately 45,000 cu-ft of Storm Trap underground detention basin.

Date: October 5, 2016

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

PART 3
CONTRACT ITEMS AND UNIT PRICES

Base Bid Itemized Proposal					
(16-ENG-101) 4TH STREET SW – 1ST AVENUE SW TO MONON BOULEVARD					
STORM SEWER					
Item #	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Construction Engineering	1	LS	\$95,940.50	\$95,940.50
2	Mobilization and Demobilization	1	LS	\$72,400.00	\$72,400.00
3	Common Excavation	1,450	CYS	\$25.00	\$36,250.00
4	Temporary Inlet Protection	12	EA	\$150.00	\$1,800.00
5	Concrete Washout Area	2	EA	\$100.00	\$200.00
6	Temporary Construction Entrance	1	EA	\$1,000.00	\$1,000.00
7	Subgrade Treatment, Type IB	808	SYS	\$15.00	\$12,120.00
8	Structural Backfill, Type 1	1,630	CYS	\$35.00	\$57,050.00
9	Compacted Aggregate, No. 53, Base	482	TON	\$40.00	\$19,280.00
10	Milling, Asphalt, 1.5 IN.	167	SYS	\$8.00	\$1,336.00
11	HMA, 2, 70, Surface, 9.5 mm	67	TON	\$79.00	\$5,293.00
12	HMA, 2, 70, Intermediate, 19.0 mm	89	TON	\$64.00	\$5,696.00
13	HMA, 2, 64, Base, 25.0 mm	135	TON	\$56.00	\$7,560.00
14	Bike Rack Concrete Pads, 6"	55	SYS	\$60.00	\$3,300.00
15	Bick Racks	24	EA	\$500.00	\$12,000.00
16	Subgrade Treatment, Type II	55	SYS	\$15.00	\$825.00
17	Sidewalk, Concrete, 4"	1,083	SYS	\$42.00	\$45,486.00
18	DELETED	--	--	--	--
19	Curb Ramp, Concrete	57	SYS	\$135.00	\$7,695.00
20	Detectable Warning Surfaces	12	SYS	\$125.00	\$1,500.00
21	Curb and Gutter, Concrete, Type II	625	LFT	\$20.00	\$12,500.00
22	Combined Depressed Curb and Gutter	96	LFT	\$21.00	\$2,016.00
23	Concrete Commercial Drive Approach	83	SYS	\$70.00	\$5,810.00
24	Mobilization and Demobilization for Landscaping	1	EA	\$500.00	\$500.00
25	Amended Landscape Soil for Planting Beds	300	CYS	\$30.00	\$9,000.00
26	Water	2	KGAL	\$250.00	\$500.00

27	3" Deciduous Tree	9	EA	\$415.00	\$3,735.00
28	Deciduous Shrub	99	EA	\$70.00	\$6,930.00
29	Perennial	140	EA	\$18.00	\$2,520.00
30	Ornamental Grasses	48	EA	\$30.00	\$1,440.00
31	Hardwood Mulch	83	CYS	\$75.00	\$6,225.00
32	¾" Washed River Rock	21	CYS	\$100.00	\$2,100.00
33	4" - ¼" Black Steel Edging with 12" stakes	25	LFT	\$30.00	\$750.00
34	Geotextile Under Washed River Rock	200	SYS	\$2.50	\$500.00
35	Sanitary Sewer Manhole	2	EA	\$4,000.00	\$8,000.00
36	Sanitary Sewer Doghouse Manhole	1	EA	\$4,500.00	\$4,500.00
37	8" PVC Sanitary Main	465	LFT	\$40.00	\$18,600.00
38	Compacted Aggregate Backfill - Sewer Main Trench	465	LFT	\$40.00	\$18,600.00
39	Sanitary Cleanout, Type 2	2	EA	\$600.00	\$1,200.00
40	DELETED	-	-	--	
41	6" PVC Sanitary Lateral Pipe	90	LFT	\$35.00	\$3,150.00
42	Compacted Aggregate Backfill - Sewer Lateral Trench	90	LFT	\$35.00	\$3,150.00
43	12"x 6" MJ Reducer	1	EA	\$500.00	\$500.00
44	12" DI Water Main	465	LFT	\$80.00	\$37,200.00
45	Compacted Aggregate Backfill - Water Main Trench	465	LFT	\$25.00	\$11,625.00
46	12" Gate Valve	3	EA	\$1,500.00	\$4,500.00
47	12" x 6" Anchor Tee with 6" Gate Valve	2	EA	\$3,500.00	\$7,000.00
48	8" x 8" Tapping Saddle with 8" Tap Valve	1	EA	\$4,500.00	\$4,500.00
49	Fire Hydrant Assembly	2	EA	\$4,500.00	\$9,000.00
50	6" DI Fire Main	90	LFT	\$45.00	\$4,050.00
51	Compacted Aggregate Backfill - Fire Main Trench	90	LFT	\$20.00	\$1,800.00
52	2" Water Service Line	30	LFT	\$50.00	\$1,500.00
53	Post Indicator Valve, Fire Protection	2	EA	\$1,500.00	\$3,000.00
54	Concrete Handhole - 36"x36"x36"	4	EA	\$1,500.00	\$6,000.00
55	Cable Interduct	640	LFT	\$25.00	\$16,000.00
56	4" Schedule 80 PVC Conduit	630	LFT	\$15.00	\$9,450.00
57	Electrical Connection to City Power	1	EA	\$2,500.00	\$2,500.00
58	Service Point, Type II, Modified	1	EA	\$6,900.00	\$6,900.00

EXHIBIT

A
4 of 5

90	Concrete Saddle, Water Sewer Crossing	6	EA	\$350.00	\$2,100.00
91	Temporary Pipe, 15" HDPE	140	LFT	\$10.00	\$1,400.00
92	Temporary Storm Structure	2	EA	\$1,000.00	\$2,000.00
93	Storm Manhole, type 'C'	2	EA	\$2,500.00	\$5,000.00
94	Storm Inlet, Type 'A'	1	EA	\$1,800.00	\$1,800.00
95	12" Mechanical Pipe Plug	1	EA	\$150.00	\$150.00
96	15" Mechanical Pipe Plug	1	EA	\$250.00	\$250.00
97	18" Mechanical Pipe Plug	1	EA	\$350.00	\$350.00
98	Signage, Pedestrian Crossing, Sign Post and Foundation	2	EA	\$1,500.00	\$3,000.00
Total Itemized Proposal					\$1,467,000.00

EXHIBIT A
5 of 5

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$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

ym Nicole Martin, 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 Crider & Crider, Inc. (the "Employer")
in the position of Office 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 10th day of October, 2016.

ym Nicole Martin

Printed: ym Nicole Martin

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.

William A. Lang

Printed: William A. Lang
AREA MANAGER

EXHIBIT D
E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11, the Vendor is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. The Vendor is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The individual person(s) executing this Agreement, being first duly sworn, depose(s), state(s) and affirms the following:

1. The Vendor does not knowingly employ an unauthorized alien.
2. The Vendor, prior to entering into this Agreement, has enrolled and is participating in the E-Verify program.

The Vendor shall provide documentation to the administrator of the Hamilton County Community Development Block Grant Program and the City that the Vendor has enrolled and is participating in the E-Verify program.

Vendor: CRIDER AND CRIDER, INC.
Written Signature: *William A. Lang*
Printed Name: WILLIAM A. LANG
Title: AREA MANAGER

Important - Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

SS:

COUNTY OF MARION

Subscribed and sworn to before me this 6TH day of OCTOBER,
2016.

My commission expires: 2/5/2021

(Signed) *Kevin J. Juday*

Printed: KEVIN J. JUDAY

Residing in HAMILTON

County, State of INDIANA





**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 Engledow, Inc. (the "Vendor"), as City Contract dated November 4, 2015 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". 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

ENGLEDOW, INC.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Authorized Signature

Date: _____

Printed Name

Mary Ann Burke, Member

DIRECTOR OF EXTERIOR MAINTENANCE

Date: _____

Title

Lori S. Watson, Member

FID/TIN: 35-1066915

Date: _____

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 10/25/16

Christine Pauley, Clerk-Treasurer

Date: _____



October 04, 2016

WORK ORDER #40705

PROPOSAL FOR
PARKS PIFER
CITY OF CARMEL
CARMEL CITY HALL
ONE CIVIC SQUARE
CARMEL, IN 46032

DESCRIPTION OF WORK TO BE PERFORMED

Install Christmas Lights

SALE:	\$21,612.50
SALES TAX:	\$0.00
TOTAL:	\$21,612.50

HOLIDAY DECOR - SALE/INSTALL

Install Christmas Lights in locations as detailed:

- 1. Fountain Area Wreaths, trees, and burning bushes UP \$4,480.00
- 2. Japanese Garden UP \$2,765.00
- 3. Oak Trees on the Green UP \$3,500.00
- 4. Downtown Trees UP \$4,007.50
- 5. Large Tree on the Green UP \$1,750.00
- 7. PNC Tree and Clock Tower Topper, garland, decorations, lights UP \$3,500.00
- 8. Fountain at 4th & Main UP \$ 805.00
- 9. 5 Amur maples on Monon UP \$ 805.00

Total Labor: \$21,612.50

All materials supplied by City of Carmel.

CARMEL CITY HALL
WORK ORDER SUMMARY

EXHIBIT A
1 of 2

INCLUDED SERVICES	SALES TAX	TOTAL COST
HOLIDAY DECOR - SALE/INSTALL	\$0.00	\$21,612.50
TOTAL:	\$0.00	\$21,612.50

Terms and Conditions SOLICITATION: Client agrees to neither solicit nor hire, neither during the term of this Agreement nor for twelve months thereafter, any person who was an Engledow employee during the term of the agreement. DECISION: A signed copy of this Agreement must be returned to Engledow within thirty days to obtain the quoted prices. MOST CURRENT AGREEMENT: This Agreement supersedes all prior negotiations, proposals and understandings, if any, between Client and Engledow and constitutes an understanding of the parties. DOMAIN: This Agreement is governed by the laws of the State of Indiana. CAPACITY: The person signing this contract represents that they have the authority to do so on behalf of the Client. BILLING TERMS: All charges will be billed in advance of the service period. Client agrees to pay all amounts due under this contract within thirty days of the billing date. Payments not received within thirty days are subject to a service charge of 1 1/2 % per month (18% annually). ADDITIONAL WORK: Services not specified in the Specifications Exhibit will be provided on a time and materials basis. COLLECTION TERMS: Client agrees to pay all costs of collection and all reasonable attorney fees in the event it becomes necessary for Engledow to enforce any of the provisions of this Agreement. TERMS OF CONTRACT: This contract is for the full period of time stated above. Because many of Engledow's costs are incurred at installation, should a major reduction or termination be requested by the Client prior to completion of the contract period, the Client agrees to pay 50% of any unbilled invoices as an early termination fee plus any previously billed but unpaid invoices. The early termination fee shall be waived only if this contract is terminated for cause after the Client has given Engledow Group written notice of a service deficiency and Engledow Group has failed to cure said deficiency within 30 days. DELAY: If installation/work initiation is delayed at the direction of the Client and/or their agents from the agreed upon date, the Client will reimburse Engledow for any extra costs incurred as a result of the delay. SPECIAL ORDERS: Special order items require a deposit of 50% and cannot be canceled or returned. FUEL: Due to Engledow's significant fuel consumption in vehicles and equipment and the current uncertainty of fuel prices, it may be necessary for Engledow to add a fuel surcharge to its invoices. Any surcharge would be based on actual changes in fuel prices. MANUFACTURER WARRANTIES: Manufactured products such as decorative containers are covered only by the manufacturer's warranty. Copies of the manufacturer's warranty will be provided upon request. No further warranty is expressed or implied. Defects and damages which develop over time (after the manufacturer's warranty has expired) are the responsibility of the Client. Engledow will do its best to assist you in anticipating problems and resolving them. SCOPE ADJUSTMENTS: The maintenance service payments will be adjusted for additions and deletions during the term of the Agreement. .

By *Rick Perdue*
Rick Perdue

By _____

Date October 04, 2016

Date _____

ENGLEDOW, INC.

CITY OF CARMEL

EXHIBIT A
7 of 2



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (hereinafter "City"), and Gibbs Planning Group, Inc. (hereinafter "Professional").

RECITALS

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

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

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

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

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

SECTION 1 INCORPORATION OF RECITALS

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

SECTION 2 SCOPE OF SERVICES

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

SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3 City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 43-419.99 funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Five Thousand Five Hundred Dollars (\$5,500.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2016, and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

SECTION 7 MISCELLANEOUS

7.1 Termination.

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

7.2 Binding Effect

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

7.3 No Third Party Beneficiaries

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

7.4 Relationship

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

7.5 Insurance

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

7.6 Lien

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

7.7 Default

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

7.8 Government Compliance

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

7.9 Indemnification

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

7.10 Discrimination Prohibition

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

7.11 E-Verify

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

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

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

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

7.12 Severability

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

7.13 Notice

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

Gibbs Planning Group, Inc.
Department of Community Services - 2016
Appropriation #43-419.99; P.O.#34346
Contract Not To Exceed \$5,500.00

CITY:

City of Carmel
Department of Community Services
One Civic Square
Carmel, Indiana 46032
ATTENTION: Mike Hollibaugh

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

PROFESSIONAL:

Gibbs Planning Group, Inc.
240 Martin Street
Birmingham, MI 48009
ATTENTION: Robert J. Gibbs, AICP, ASLA

Notwithstanding the above, City may orally provide to Professional any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph within ten (10) business days from the date of such oral notice.

7.14 Effective Date

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

7.15 Governing Law; Lawsuits

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

7.16 Waiver

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.17 Non-Assignment

Professional shall not assign or pledge this Agreement nor delegate its obligations hereunder without City's prior written consent.

7.18 Entire Agreement

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter,

written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.19 Representation and Warranties

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.20 Headings

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

7.21 Advice of Counsel

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

7.22 Copyright

City acknowledges that various materials which may be used and/or generated by Professional in performance of Services, including forms, job description formats, comprehensive position questionnaire, compensation and classification plan and reports are copyrighted. City agrees that all ownership rights and copyrights thereto lie with Professional, and City will use them solely for and on behalf of its own operations. City agrees that it will take appropriate action with its employees to satisfy its obligations with respect to use, copying, protection and security of Professional's property.

7.23 Personnel

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with City. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.24 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this Agreement. City shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

Gibbs Planning Group, Inc.
Department of Community Services - 2016
Appropriation #43-419.99; P.O.#34346
Contract Not To Exceed \$5,500.00

7.25 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within City's organization.

7.26 Iran Certification

Pursuant to I.C. § 5-22-16.5, the Professional shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

7.27 Access to Public Records Act

Professional understands and agrees that any "public record", as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Professional or the City, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

(remainder of page intentionally left blank)

Gibbs Planning Group, Inc.
Department of Community Services - 2016
Appropriation #43-419.99; P.O.#34346
Contract Not To Exceed \$5,500.00

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

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

GIBBS PLANNING GROUP, INC.

BY:

BY:

James Brainard, Presiding Officer
Date: _____



Authorized Signature

Mary Ann Burke, Member
Date: _____

Printed Name: Robert J. Gibbs
Title: President

Lori S. Watson, Member
Date: _____

FID/TIN: 38-2838903

Last Four of SSN if Sole Proprietor: N/A

Date: 10/20/2016

ATTEST:

Christine S. Pauley, Clerk-Treasurer
Date: _____

29 September 2018

Michael Hollibaugh
Director, Planning & Zoning
City of Carmel
Third Floor
One Civic Square
Carmel, Indiana 46032

Sent via email: mhollibaugh@carmel.in.gov

Dear Mr. Hollibaugh:

On behalf of Gibbs Planning Group, Inc. (GPG), I am pleased to respond to your request to provide retail consulting services for the Carmel Unified Development Ordinance. Please find below a summary of my proposed scope of services, fees and terms for your consideration:

Scope of Services

GPG shall provide the following scope of services as a part of this agreement:

- Review the city's proposed zoning code
- Review existing documents and plans prepared by others and supplied by you
- Meet your development team and city officials as mutually agreed.
- Participate in conference calls, email correspondence and meetings as requested by you.
- Other consulting services as mutually agreed.

Proposed Fees:

GPG proposes completing the above scope of services on an hourly basis as outlined below *Not to Exceed \$5500*, including all expenses. GPG shall be available for additional services and meetings on an hourly and per diem basis as outlined below and as authorized by you.

Principal	\$250/hr.	\$2500/per diem
Associate	100/hr.	1000/per diem
Clerical	50/hr.	N/A

Limits of Scope of Services:

The tasks described and provided by GPG in this agreement are for consulting services only and should not be used as the sole basis of land purchases, sales, development, financing, leasing, design, planning or construction. In addition, the following items are *not* included in this proposal's scope: architectural design, environmental analysis for toxic or contaminated sites conditions, engineering or real estate brokerage services.

Conditions of Agreement:

- GPG is an independent consultant and shall be responsible for all taxes and employee benefits.

If you agree with the terms and conditions of this proposal, please sign below and return an original copy so that we may begin assisting you in the near future.

Sincerely,
GIBBS PLANNING GROUP, INC.



Robert J. Gibbs, AICP, ASLA
President
rgibbs@gibbsplanning.com

.....
Signature

.....
Date

.....
Title

.....
Representing

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Carol R. Lombardi, 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 CRBS PLANNING GROUP, INC (the "Employer") in the position of EXECUTIVE ASSISTANT.
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 25 day of OCTOBER, 2016.

Carol R. Lombardi

Printed: CAROL R. LOMBARDI

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.

Carol R. Lombardi

Printed: CAROL R. LOMBARDI



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (hereinafter "City"), and Artists Development Company, LLC (hereinafter "Professional").

RECITALS

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

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

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

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

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

SECTION 1 INCORPORATION OF RECITALS

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

SECTION 2 SCOPE OF SERVICES

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

SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3 City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 43-593.00 and 3-670.08 funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Five Thousand Three Hundred Fifty Dollars (\$5,350.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2016, and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

SECTION 7 MISCELLANEOUS

7.1 Termination

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

7.2 Binding Effect

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

7.3 No Third Party Beneficiaries

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

7.4 Relationship

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

7.5 Insurance

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

7.6 Liens

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

7.7 Default

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

7.8 Government Compliance

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

7.9 Indemnification

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

7.10 Discrimination Prohibition

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

7.11 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent

jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

7.12 Notice

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

CITY:

City of Carmel
Department of Community Relations
One Civic Square
Carmel, Indiana 46032
ATTENTION: Nancy Heck

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

PROFESSIONAL:

Blair Clark
Artists Development Company
324 W Main Street
Carmel, IN 46032

Notwithstanding the above, City may orally provide to Professional any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph within ten (10) business days from the date of such oral notice.

7.13 Effective Date

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

7.14 Governing Law; Lawsuits

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

7.15 Waiver

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.16 Non-Assignment

Professional shall not assign or pledge this Agreement nor delegate its obligations hereunder without City's prior written consent.

7.17 Entire Agreement

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.18 Representation and Warranties

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.19 Headings

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

7.20 Advice of Counsel

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

7.21 Copyright

City acknowledges that various materials which may be used and/or generated by Professional in performance of Services, including forms, job description formats, comprehensive position questionnaire, compensation and classification plan and reports are copyrighted. City agrees that all ownership rights and copyrights thereto lie with Professional, and City will use them solely for and on behalf of its own operations. City agrees that it will take appropriate action with its employees to satisfy its obligations with respect to use, copying, protection and security of Professional's property.

7.22 Personnel

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with City. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.23 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this Agreement. City shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

7.24 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within City's organization.

7.25 Iran Certification

Pursuant to I.C. § 5-22-16.5, the Professional shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

7.26 Access to Public Records Act

Professional understands and agrees that any "public record", as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Professional or the City, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

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

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

ARTIST DEVELOPMENT COMPANY, LLC

BY:

BY:

James Brainard, Presiding Officer
Date: _____



Authorized Signature

Printed Name: Blair Clark

Mary Ann Burke, Member
Date: _____

Title: OWNER

FID/TIN: 46-3032942

Lori S. Watson, Member
Date: _____

Last Four of SSN if Sole Proprietor: _____

Date: 10/26/16

ATTEST:

Christine S. Pauley, Clerk-Treasurer
Date: _____

**Exhibit A – Scope of Services
Artists Development Company, LLC**

Artists Development Company, LLC (“ADC”) will book entertainment for the City of Carmel events detailed below for a flat fee of \$1,000 per month. ADC will remain within the budget submitted by the City of Carmel Department of Community Relations and Economic Development (“CRED Department”) for each specific event, unless ADC obtains written authorization from CRED Department prior to the event to exceed the previously budgeted amount. ADC will coordinate entertainment for CRED Department organized City of Carmel events even when no funds are allocated to pay for entertainment and performers are donating their time and talent to the event.

ADC will work with designated representatives from CRED Department, who are responsible for coordinating each event.

ADC will assist CRED Department with the following events through the end of 2016:

Gallery Walk (Nov. 12)
Holiday in the Arts District (Dec. 3)
Gallery Walk (Dec. 10)
Holiday Trolley (Dec. 3, 10 and 17)

CRED Department shall provide ADC with the following information:

Event Date
Event Name
Time of events, set up and time of scheduled performances
Desired instrumentation or talent for each event
Available budget

ADC shall require that all entertainers hired to perform at City of Carmel CRED Department organized events carry a general commercial liability insurance policy with the City of Carmel as an added insured on performer’s general commercial liability policy. ADC shall provide proof of each entertainer’s insurance policy coverage with City as named insured prior to the event at which the entertainer performs.

ADC will handle all contracting, agreements, invoicing and payment with and to the entertainers. ADC will invoice the City of Carmel with Itemized entertainer expenses and supporting invoices. Following City’s payment to ADC, ADC will pay entertainers and submit proof of payment to the City of Carmel CRED Department.

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

October 26, 2016

Artists Development Company
324 W. Main St.
Carmel, IN 46032

To Whom It May Concern

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

Sincerely,

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

Blair Clark
Artists Development Company

road construction updates

Approvals / Date

Nancy Heck OK JSN 10-24-16

Lt. Jeff Horner OK JH-10-25-16

Adam Harrington OK AH-10-25-16

Date approved with concern over staffing of officers at Spring Break

CITY OF CARMEL FACILITY USE REQUEST FORM

Name/Organization: Carmel Road Racing Group (Carmel Marathon Weekend)

Point of Contact: Todd Oliver

Address: 3575 Inverness Blvd

City, State, Zip: Carmel, IN 46032

Home Phone: () _____ Cell Phone: () 317.407.8489

Email Address: todd@carmelmarathon.com Fax Number () _____

For Profit Organization: Non-Profit Organization: Individual:

Day and Date Requested: March 31, 2018 (Saturday) = 8th Annual Carmel Marathon

Time Requested: 6:30 AM a.m./p.m. to: 2:30 PM a.m./p.m. (This includes set-up and clean-up time.)

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

City Facility Requested: Gazebo Fountain Area Japanese Garden

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

Special Requests: Electricity Fountain Restroom Other _____

Purpose: Carmel Marathon Number of People Expected: 5000

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: Carmel Marathon

Neighborhood Street Closing (Street(s), Address(es) Blocked) Map Attached

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

Received this 20 day of October, 2016.

Mayor's Office

Revised: 04/16/2011

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Please sign below and deliver or mail the completed form to the City of Carmel, Attn: Lobby Reception Desk, One Civic Square, Carmel, Indiana 46032.

Approved this _____ day of _____, 201__.

Carmel Road Racing Group
Name of Organization/Applicant


Signature of Authorized Agent/
Applicant

Todd Oliver/President & Race Director
Printed Name and Title (If applicable)

3575 Inverness Blvd, Carmel, IN 46032
Address of Organization/Applicant

Date: 10/20/16

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

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

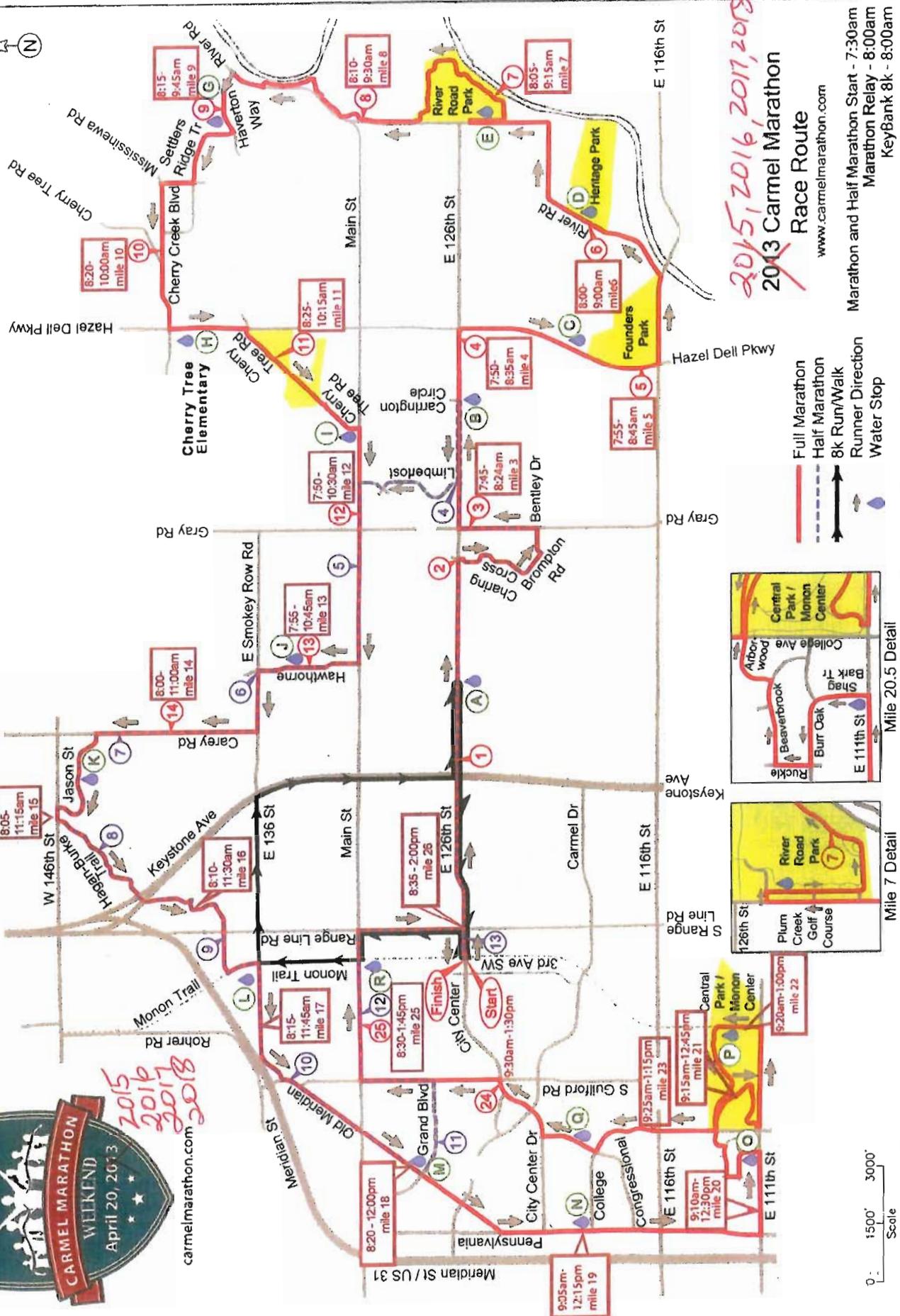
Diana L. Cordray, IAMC, Clerk-Treasurer
Date: _____

Special Conditions: _____

First and last runner listed in red. Streets will open immediately following last runner



carmelmarathon.com





CITY OF CARMEL

October 24, 2016

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

RE: LANE RESTRICTION, OPEN PAVEMENT CUT & SIDEWALK CLOSURE – 55 4TH AVENUE S.E. – VECTREN

Dear Board Members:

Ms. Resa Glover, Engineering Technician for Vectren Energy Delivery, is requesting approval for a lane restriction, open pavement cut and sidewalk closure to access and repair a gas main leakage at 55 4th Avenue S.E. The location of the gas leak is approximately 240' south of the center line of East Main Street and 12' west of the centerline of 4th Avenue S.E. (Location exhibits attached).

The repair area within the street will be a 6' x 10' open cut. The south bound lane of 4th Avenue S.E. at this location will require lane restriction during repairs. The sidewalk adjacent to the main would be closed for repair if required. Repair is expected to take one day for completion.

Work is scheduled to begin upon approval by the Board.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Lane restriction shall remain in place until completion of the project. Lane restriction signage will remain in place during the duration of the project repair.
- Traffic on 4th Avenue S.E. shall be maintained during the working periods. A minimum 10' lane shall be provided at all times within the work area. Access to local commercial businesses will be maintained at all times.
- Petitioner agrees to post proper lane restriction signage in accordance with current INDOT standards.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way of 4th Avenue S.E. shall be restored to the satisfaction of the City when work is completed
- The open pavement cut shall be restored in accordance with City of Carmel standards. Should the open cut remain during the non-work overnight period a steel plate is to be anchored and secured over the open cut.
- 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).

Page 2 of 2
VECTREN CLOSURE 4TH AVENUE S.E.
October 24, 2016

- The petitioner agrees to post all signage identifying the sidewalk closure and detour route prior to the closing of the sidewalk. A sign, measuring at least 18"x12", shall be posted on both sides of the closure stating "**SIDEWALK CLOSED**".
- The existing sidewalk shall be sawcut at the limits of removal and repaired in accordance with Carmel City Standards.
- The petitioner understands that Board approval is granted for the lane restriction, open pavement cut and sidewalk closure only.
- Project contractor cannot store materials or equipment in the Right of Way unless scheduled for immediate use or installation.

Sincerely,



Jeremy Kashman, P.E.
City Engineer

S:\BPW16\CLOSURES\VECTREN55FORTHAVENUES.E.LANERESTRICTION.DOC



PO Box 1700
Noblesville, IN. 46061
10/21/15

City of Carmel

Re: Right of Way Permit – Cut Street
55 4th Ave. SE

Please find attached a permit application to cut the street in order to locate and repair a gas leak on the 4" plastic gas main on the west side of 4th Ave SE.

The request is for a 6' x 10' cut in the south bound lane of 4th Ave SE. Located 12' west of the center line and 240' south of the center line of E. Main St. The gas main is under pavement and possibly the sidewalk. In order to access the main to locate the source of the gas leak, it will require cutting the asphalt road and/or the concrete sidewalk.

Traffic will be restricted during this construction and the required traffic control standards will be utilized. Construction should be completed in one day. The construction crew will temporarily repair the hole until the asphalt contractors are able to complete final repairs.

Hopefully this request has reached you in order to be on the BPW agenda on 11/2/16. If you have further questions about the project, please contact Matt Gray, Noblesville Operations Supervisor at 317-776-5544 or at mgray@vectren.com

Sincerely,

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

Resa Glover, Engineering Technician/for Matt Gray
Vectren Energy Delivery
317-776-5550 phone
tglover@vectren.com

PERMIT DRAWING FILED WITH -- Carmel

Job Location: 55 4th Ave SE Carmel
Maximo Order #: 14057362
Prepared By: S. P. 0611
Phone #:
Account #: 5730501111 101

BY: VECTREN ENERGY DELIVERY DATE: 10/12/11
Vectren Energy Delivery proposes the following excavations:
1 hole(s) in public R/W. The dimensions of our
excavation are 6' X 10'. We will be performing
base under
These excavations will be located 2' W S C/L MAJEN ST
and 12' W C/L 4th Ave SE



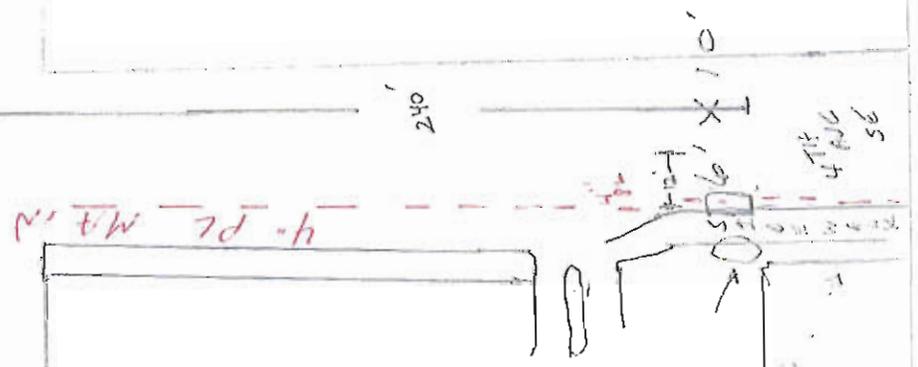
Leak Repair
Cut Street

CALCULATED
HIGH
SEWER

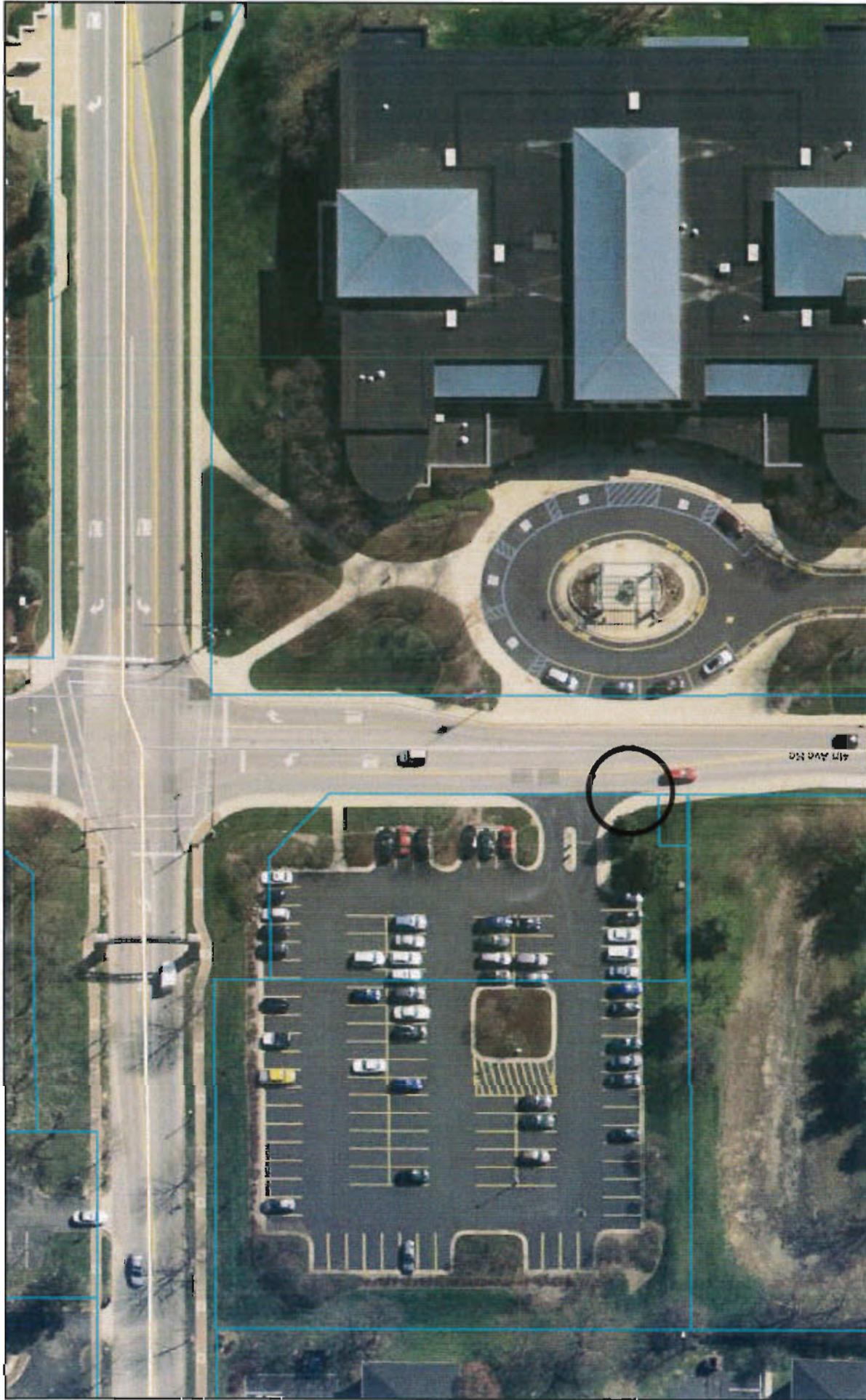
MAJEN ST

LIBRARY

PACKING LOT

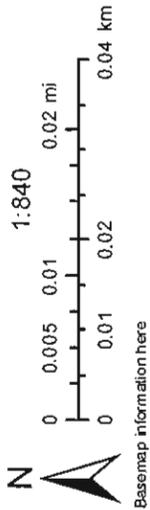


55 4TH AVENUE S.E.



October 24, 2016

Parcels





October 24, 2016

JAMES BRAINARD, MAYOR

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

RE: SIDEWALK CLOSURE/REMOVAL – VECTREN ENERGY – 670 2nd AVENUE N.E.

Dear Board Members:

Ms. Resa Glover, Engineering Technician for Vectren Energy, has requested approval for an excavation of sidewalk area to retire a 1" gas service line to a home being demolished at 670 2nd Avenue N.E. The area of sidewalk to be removed is located 14' south of the center line of 7th Street N.E. and 73' west of the center line of 2nd Avenue N.E. (Location exhibit attached) The removal limits will be a 10'x4' section of the sidewalk. Closure of the sidewalk will be required for the excavation.

The sidewalk will be temporarily repaired while the construction crew is on the site. At a later date Case Construction will perform final repairs following City of Carmel standard details.

Work is scheduled to begin following Board approval.

The Department of Engineering recommends that the Board approve the requested sidewalk closure contingent on the satisfaction of the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227 (a)(1), 6-227(a)(8) and 6-227(b).
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route for the sidewalk prior to closure of the sidewalk.
- The petitioner agrees to post all signage identifying the sidewalk closure and detour route prior to the closing of the sidewalk. A sign, measuring at least 18"x12", shall be posted on both sides of the closure stating "**SIDEWALK CLOSED**".
- The existing sidewalk shall be sawcut at the limits of removal and repaired in accordance with Carmel City Standards.
- Any damage to existing improvements within the right-of-way of 2nd Avenue N.E. connected with this reconstruction shall be restored to comply with all city codes and standards to the satisfaction of the City when work is complete.
- The petitioner understands that approval is granted for the sidewalk closure only.
- Project contractor cannot store materials or equipment in the Right of Way unless scheduled for immediate use or installation.

Page 2 of 2
October 24, 2016
VECTREN ENERGY 670 2ND STREET NE

Sincerely,

A handwritten signature in black ink, appearing to read 'JK' or similar initials, followed by a horizontal line.

Jeremy Kashman, P.E.
City Engineer

S:\BPW16\CLOSURES\VECTRENSIDEWALKCLOSURE6702NDSTREETNE.DOC



PO Box 1700
Noblesville, IN. 46061
10/21/16

Engineering Department
City of Carmel

Dear Sir:

Please find attached the permit request to cut and remove a section of concrete sidewalk on the south side of 7th St. NE and west of 2nd Ave. NE. This is adjacent to the property at 670 2nd Ave NE.

Our 2" plastic gas main lies under or near the sidewalk on the south side of 7th St. NE. The gas main will have to be excavated and exposed in order to retire a 1" gas service line to a home being demolished at 670 2nd Ave NE.

The Vectren company crew will excavate and remove a 10' x 4' section of sidewalk, located 14' south of the center line of 7th St. NE and 73' west of the center line of 2nd Ave NE. 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 11/2/16.

If you have further questions about the project, please contact Matt Gray, the Vectren Operations Supervisor at 317-776-5544. mgray@vectren.com

Sincerely,

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

Resa Glover, Engineering Technician/for Matt Gray
Vectren Energy Delivery
317-776-5550 phone
tglover@vectren.com

PERMIT DRAWING FILED WITH -- CARHEL

BY: VECTREN ENERGY DELIVERY DATE: 8-17-16

Job Location: 470 2ND AVENUE CARMELA

Vectren Energy Delivery proposes the following excavations:

Maximo Order #: MOS00880 chel 14048936

The dimensions of our

Prepared By: M. CALDWELL

excavation are 10'0" x 4'0". We will be performing

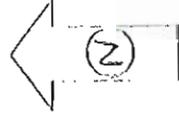
Phone #:

4'0" bore under

Account #: 583032001 406

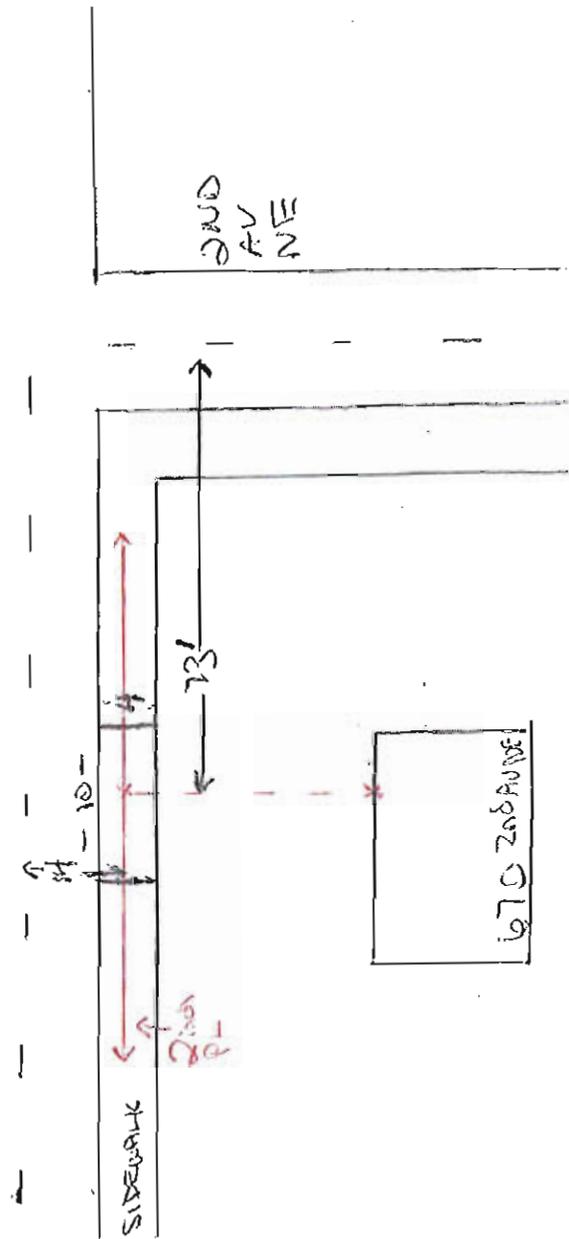
These excavations will be located in sidewalk

and



*Return gas service
Remove sidewalk
panel*

7th & NE



670 2nd AVENUE N.E.



October 24, 2016

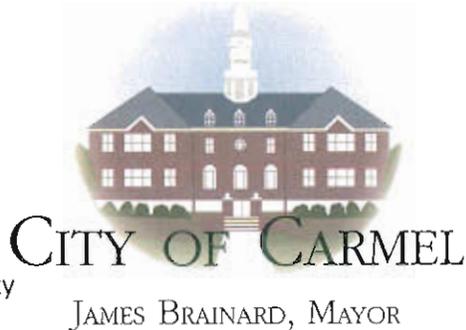
Parcels



Basemap information here

October 14, 2016

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



RE: REQUEST OF PERFORMANCE BOND AMOUNT REDUCTION – THE BRIDGES OF CARMEL

Dear Board Members:

Mr. Alan Small, COO for Weihe Construction, Inc., has requested Board approval to reduce the Performance Bond amount for Site Demolition and Pavement in the Bridges project. This reduction is based on the actual work completed at the Bridges to date, including Spring Mill pavement, Illinois pavement and asphalt recreational pathway completion. Site demolition has been completed.

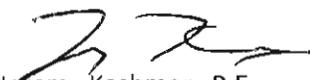
The Bridges project has been a welcomed addition to the City of Carmel with development following all City codes and standards. This project has been issued free throughout the construction period.

This reduction would reduce the original performance guarantee of **\$453,100.00** to **\$50,000.00**. My approval recommendation would be contingent upon the Developer adhering to the following conditions:

- This approval shall apply to Performance Guarantee posted for the site demolition and pavement performance bond for The Bridges only.
- The Performance Guarantee amount cannot be reduced to an amount lower than 15% of the original Performance amount. This is the requirement for 3-year Maintenance Guarantees.
- The Developer will assure that bond reduction riders are submitted by the Surety of the bond.
- Upon 100% completion of the builder's demolition and pavement commitment the Developer may request the release of the subject Performance Guarantee. However, the 3-year Maintenance Guarantee amount must be calculated on 15% of the original Performance Guarantee amount, not on the reduced amount.

If these conditions are agreed to by the Developer, I would recommend Board approval of the Bridges bond reduction request.

Sincerely,



Jeremy Kashman, P.E.
City Engineer

Attachment

S:\BPW16\MISC\THEBRIDGESPERFORMANCEBONDREDUCTION.DOC



David Barnes
City of Carmel Engineering Administrator
One Civic Square
Carmel, IN 46032
317-571-2364
dbarnes@carmel.in.gov

RE: The Bridges of Carmel, Site demo & Pavement Performance Bond (\$453,100)

Dear Mr. Barnes,

I am writing to request our performance bond stated above, be reduced to **(\$50,000)**.

I have spoken with Dan Greskamp and he and his department have agreed to this reduced amount. This is based on the balance of work left, which includes the final surface of the south entry accel/decel lane and passing blister along Springmill Road.

Please place this bond reduction on the Board of Works agenda. You can talk with Jeremy Kashman or Dan anytime concerning this matter.

Thanks again David and you can call me anytime at 317-538-2106 if you have questions or concerns.

Alan Small, COO
Weihe Construction, Inc.
15215 Stony Creek Way
Noblesville, IN 46060
317-538-2106
asmall@weiheconstruction.com



October 14, 2016

JAMES BRAINARD, MAYOR

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

Re: Request for Variance (paver patio and retaining wall) at 1034 Serenity Court

Dear Board Members:

Mr. Newman Thompson and Mr. Dale Thompson, owners of the property with the common address 1034 Serenity Court, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a paver patio and retaining wall within a portion of the lot designated as an easement. Generally, the landscaping is proposed to be installed at the location indicated on the attached exhibit.

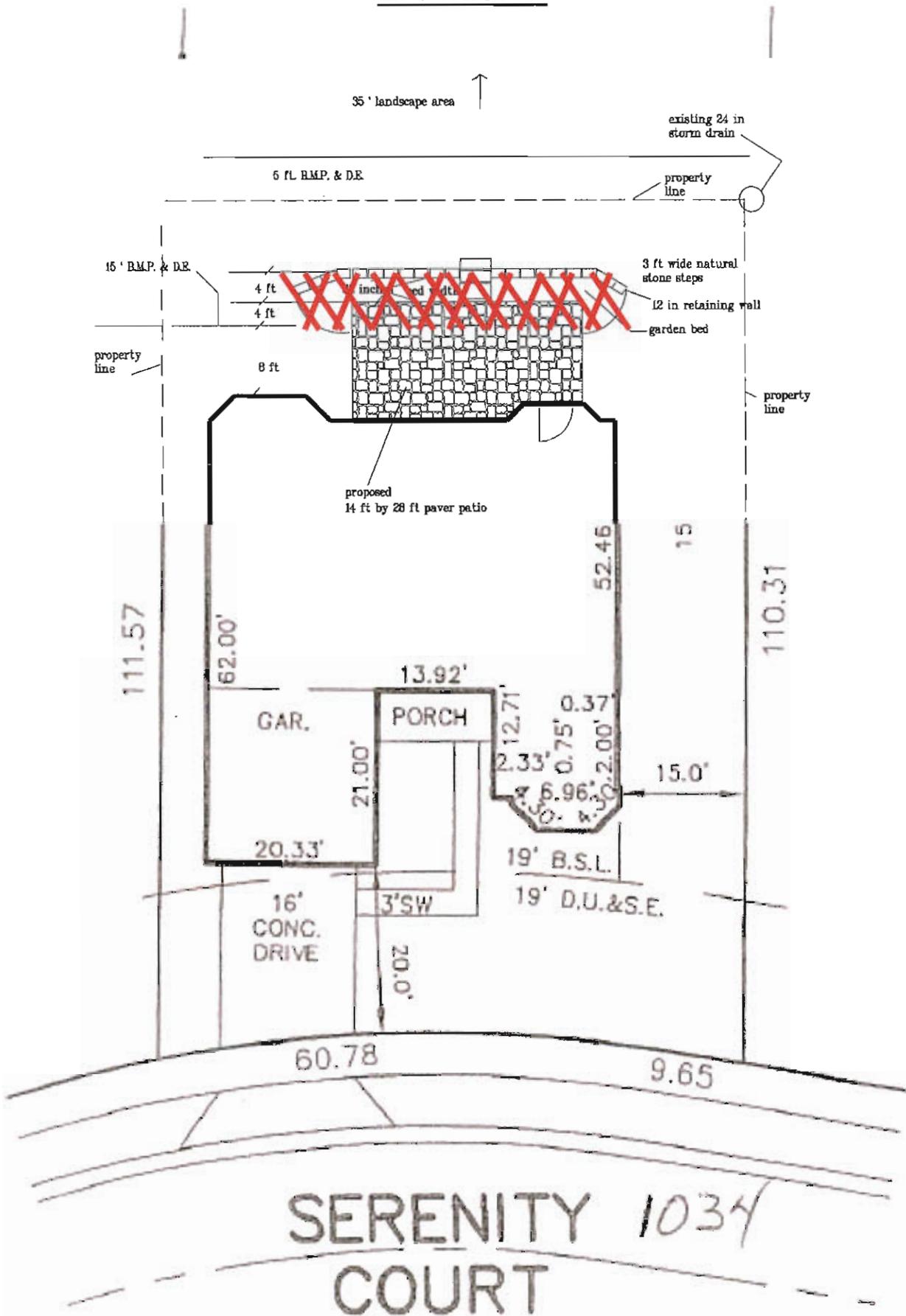
It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve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

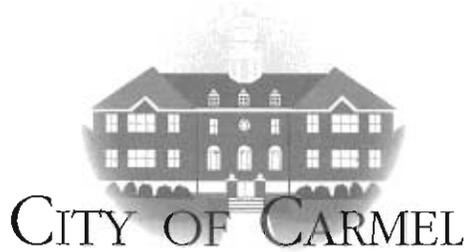
1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the wall and paver patio that, in the opinion of the City, represents a Detriment as defined in City Code.
3. Petitioners shall obtain approval from the HOA for installation of the wall and paver patio if such approval is required by the restrictive covenants of the development.
4. Petitioner shall ensure that the person installing the wall and paver patio locates the subsurface drain in the backyard drainage easement and installs any posts at least 2' from this drain to prevent damage to the infrastructure.

Respectfully,

Bradley Pease, PE
Staff Engineer

EXHIBIT B





JAMES BRAINARD, MAYOR

October 25, 2016

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

Re: Request for Variance (drain tiles) at 13519 Dallas Drive

Dear Board Members:

Mr. and Mrs. Jeremy and Michelle Getz, owners of the property with the common address 13529 Dallas Drive, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of drain tiles within a portion of the lot designated as an easement. Generally, the drain tiles 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 drain tile that, in the opinion of the City, represents a Detriment as defined in City Code.
3. Petitioners (and successors and assigns) agree to remedy any damage to the sidewalk resulting from the installation of the drain tile that, in the opinion of the City, represents a Detriment as defined in City Code.

Respectfully,

Bradley Pease, PE
Staff Engineer

EXHIBIT B

SURVEYOR LOCATION REPORT

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

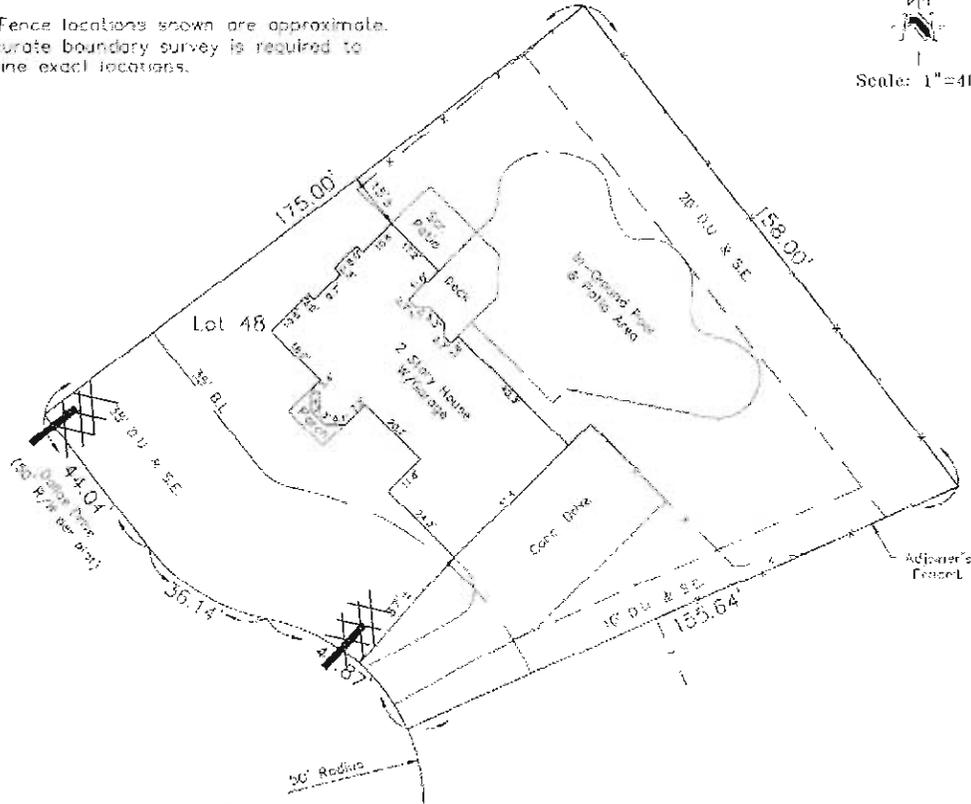
Legend

B.L.	Building Line
D.U. & S.C.	Drainage Utility & Sewer Easement
--- x ---	Fence

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



Scale: 1"=40'



Hahn Surveying Group, Inc.

Surveyors & Engineers

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

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

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



CERTIFIED: April 15, 2008

Chad D. Hahn

Chad D. Hahn

Registered Land Surveyor,

Indiana #20300031

Job No.: 2008041265

Sheet 2 of 2



CITY OF CARMEL

JAMES BRAINARD, MAYOR

October 14, 2016

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

Re: Consent to Encroach (paver patio and retaining wall) at 1034 Serenity Court

Dear Board Members:

A Consent to Encroach document signed by Mr. Newman Thompson and Mr. Dale Thompson, owners of the property with the common address 1034 Serenity Court, 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 November 2, 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,

A handwritten signature in black ink, appearing to read 'Jeremy Kashman', is written over a white background.

Jeremy Kashman, PE
City Engineer

ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT

S:\BPW\1034SERENITYCTENCROACHMENT.DOC

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the “Agreement”) is entered into by and between Newman D & Dale R Thompson, 1034 Serenity Court, Carmel, Hamilton County, Indiana 46280, (individually and collectively, “Owner”), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety (“City”).

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 13 (“Lot”) in Bonbar at Monon Lake which is located within the corporate limits of the City of Carmel, Indiana (“Subdivision”), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 5, Slide Number 414, Instrument Number 2015056846 in the Office of the Hamilton County Recorder on August 13, 2015, as Bonbar at Monon Lake (the “Plat”); and

WHEREAS, the current Owner wishes to install a retaining wall and paver patio on the Lot (the “Site Improvement”); and

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a Best Management Practices (BMP) and Drainage Easement, identified as “15’ B.M.P.&D.E.” on Exhibit B (the “Easement”); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the “Encroachment”) upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on Nov. 2, 2016; and

DET *DET*

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

NEWMAN D THOMPSON


 Signature
 Date: 10-13-2016

DALE R THOMPSON


 Signature
 Date: 10-13-16

STATE OF INDIANA)
) SS:
 COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared NEWMAN D & DALE R THOMPSON, by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 13th day of October, 2016.


 NOTARY PUBLIC
LISA M SCOTT
 Printed Name

My Commission Expires:
5.18.24

My County of Residence: Hamilton

"CITY"

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

BY: _____
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer
Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and CHRISTINE S. PAULEY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "Consent To Encroach" on behalf of the City of Carmel, Indiana.

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

NOTARY PUBLIC

My Commission Expires:

Printed Name

My County of Residence: _____

This instrument was prepared by Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Douglas C. Haney, Esquire

EXHIBIT A

LAND DESCRIPTION:

A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST IN HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION, THENCE NORTH 89 DEGREES 09 MINUTES 48 SECONDS WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 40.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 07 MINUTES 43 SECONDS WEST (ASSUMED BEARING) PARALLEL WITH THE EAST LINE OF SAID QUARTER 1964.30 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 465 PER BOOK 200, PAGE 290 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, THE NEXT (3) CALLS ARE ALONG SAID RIGHT OF WAY; (1) THENCE NORTH 72 DEGREES 44 MINUTES 44 SECONDS WEST 210.36 FEET; (2) THENCE NORTH 74 DEGREES 40 MINUTES 03 SECONDS WEST 301.50 FEET; (3) THENCE NORTH 68 DEGREES 57 MINUTES 23 SECONDS WEST 328.44 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 23 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 80.53 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 37 SECONDS EAST 0.27 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 23 SECONDS WEST PARALLEL WITH SAID WEST LINE 212.38 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 49 SECONDS WEST 2.02 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 19 SECONDS WEST 216.98 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 17 SECONDS WEST 0.84 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 43 SECONDS EAST PARALLEL WITH SAID EAST LINE 821.05 FEET, THENCE SOUTH 89 DEGREES 52 MINUTES 49 SECONDS WEST 4.71 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 23 SECONDS WEST PARALLEL WITH SAID WEST LINE 50.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 37 SECONDS WEST 1.00 FOOT; THENCE NORTH 89 DEGREES 51 MINUTES 05 SECONDS EAST 3.85 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 43 SECONDS EAST PARALLEL WITH SAID EAST LINE 332.97 FEET TO THE AFORESAID NORTH LINE; THENCE SOUTH 89 DEGREES 09 MINUTES 48 SECONDS EAST ALONG SAID NORTH LINE 800.77 FEET TO THE POINT OF BEGINNING, CONTAINING 33.948 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR'S CERTIFICATE

I, BRADY KUHN, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA.

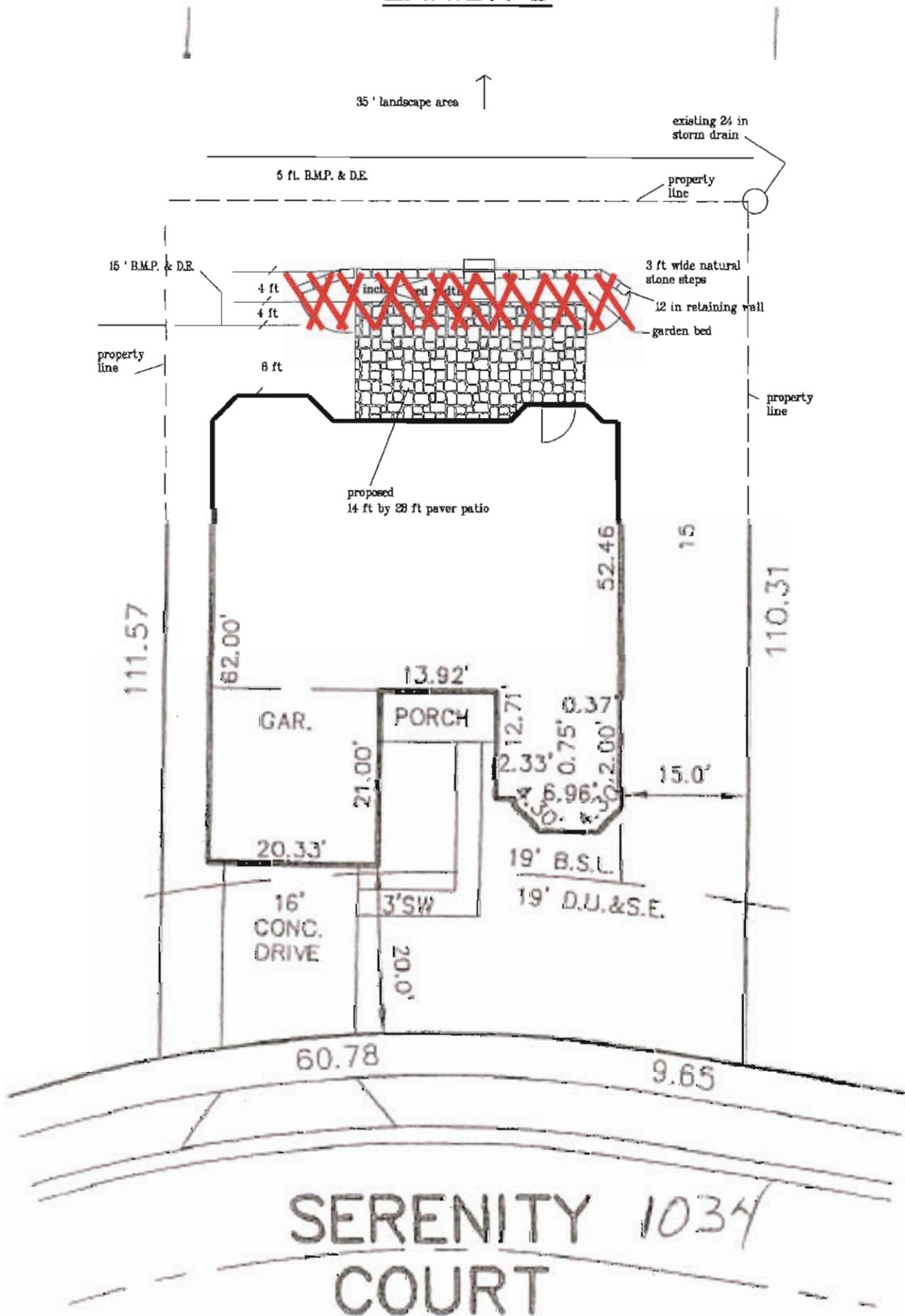
THIS PLAT IS BASED ON A SURVEY PREPARED BY WEIHE ENGINEERS, INC. RECORDED AS INSTRUMENT NO. 2015 056846 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA. THERE HAS BEEN NO CHANGE FROM MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCED SURVEY, OR ANY PRIOR SUBDIVISION PLATS CONTAINED THEREIN, ON ANY LINES THAT ARE COMMON WITH THIS SUBDIVISION.

THAT ALL MONUMENTS SHOWN HEREON WILL EXIST AND THAT THE LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

AND THAT ALL REQUIREMENTS SPECIFIED IN THE SUBDIVISION ORDINANCE OF THE CITY OF CARMEL HAVE BEEN MET.

THIS SUBDIVISION CONTAINS 42 LOTS, LABELED 1 THROUGH 42, FOUR COMMON AREAS, TWO BLOCKS, TOGETHER WITH STREET RIGHTS-OF-WAY, ALL AS DELINEATED ON THE WITHIN PLAT. THE SIZE OF THE LOTS, COMMON AREAS, BLOCKS, EASEMENTS AND THE WIDTH OF THE STREET RIGHTS-OF-WAY ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

EXHIBIT B





October 25, 2016

JAMES BRAINARD, MAYOR

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

Re: Consent to Encroach (drain tiles) at 13519 Dallas Drive

Dear Board Members:

A Consent to Encroach document signed by Mr. and Mrs. Jeremy and Michelle Getz, owners of the property with the common address 13519 Dallas 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 November 2, 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\13519DALLASDRENCROACHMENT.DOC

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the “Agreement”) is entered into by and between Jeremy & Michelle Getz, 13519 Dallas Drive, Carmel, Hamilton County, Indiana 46033, (individually and collectively, “Owner”), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety (“City”).

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 48 (“Lot”) in Foster Manor, Section 3, 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 Book 13, Page 28 in the Office of the Hamilton County Recorder on December 27, 1985, as Foster Manor, Section 3 (the “Plat”); and

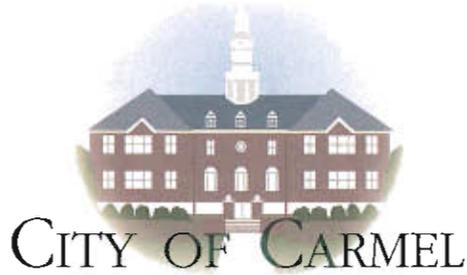
WHEREAS, the current Owner wishes to install drainage tiles on the Lot (the “Site Improvement”); and

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as Drainage, Utility, & Sewer Easement, identified as “35’ D.U. & S.E.” on Exhibit B (the “Easement”); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the “Encroachment”) upon the Easement, which Encroachment is crosshatched on Exhibit B; and



October 25, 2016

JAMES BRAINARD, MAYOR

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

Re: Consent to Encroach (drain tiles) at 13519 Dallas Drive

Dear Board Members:

A Consent to Encroach document signed by Mr. and Mrs. Jeremy and Michelle Getz, owners of the property with the common address 13519 Dallas 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 November 2, 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\13519DALLASDRENCROACHMENT.DOC

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the “Agreement”) is entered into by and between Jeremy & Michelle Getz, 13519 Dallas Drive, Carmel, Hamilton County, Indiana 46033, (individually and collectively, “Owner”), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety (“City”).

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 48 (“Lot”) in Foster Manor, Section 3, 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 Book 13, Page 28 in the Office of the Hamilton County Recorder on December 27, 1985, as Foster Manor, Section 3 (the “Plat”); and

WHEREAS, the current Owner wishes to install drainage tiles on the Lot (the “Site Improvement”); and

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as Drainage, Utility, & Sewer Easement, identified as “35’ D.U. & S.E.” on Exhibit B (the “Easement”); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the “Encroachment”) upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on 11/2/16; and

36
MG

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

JEREMY GETZ

Jeremy Getz
 Signature
 Date: 10-20-16

MICHELLE GETZ

M. Getz
 Signature
 Date: 10-20-16

STATE OF INDIANA)
) SS:
 COUNTY OF Hamilton)

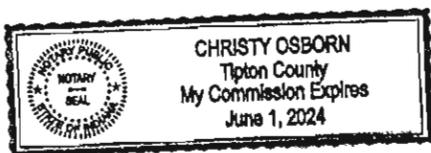
Before me, a Notary Public in and for said County and State, personally appeared JEREMY & MICHELLE GETZ, by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 20th day of October, 2016.

My Commission Expires:
June 1, 2024

Christy Osborn
 NOTARY PUBLIC
Christy Osborn
 Printed Name

My County of Residence: Tipton



“CITY”

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

BY: _____
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer
Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and CHRISTINE S. PAULEY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing “Consent To Encroach” on behalf of the City of Carmel, Indiana.

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

My Commission Expires:

NOTARY PUBLIC

Printed Name
My County of Residence: _____

This instrument was prepared by Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Douglas C. Haney, Esquire

EXHIBIT A

CERTIFICATE OF SURVEY

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE WITHIN PLAT IS TRUE AND CORRECT AND REPRESENTS PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 4 EAST IN HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID NORTHEAST QUARTER SECTION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF FOSTER MANOR SECTION ONE, A SUBDIVISION IN HAMILTON COUNTY, INDIANA, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 12, PAGES 8, 9, AND 10 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA (THE NEXT SIX (6) DESCRIBED COURSES BEING ALONG THE WEST, SOUTH AND SOUTHWESTERLY LINE OF SAID FOSTER MANOR SECTION ONE); THENCE SOUTH 00 DEGREES 39 MINUTES 32 SECONDS EAST (ASSUMED BEARING) 340.03 FEET TO THE SOUTHWEST CORNER OF LOT 28 IN SAID FOSTER MANOR SECTION ONE AND THE BEGINNING POINT; THENCE NORTH 89 DEGREES 56 MINUTES 29 SECONDS EAST 146.43 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS EAST 80.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 29 SECONDS EAST 225.00 FEET; THENCE SOUTH 29 DEGREES 36 MINUTES 23 SECONDS EAST 168.15 FEET; THENCE SOUTH 37 DEGREES 33 MINUTES 31 SECONDS EAST 490.42 FEET; THENCE SOUTH 54 DEGREES 00 MINUTES 00 SECONDS WEST 21.86 FEET; THENCE SOUTH 38 DEGREES 20 MINUTES 00 SECONDS WEST 712.94 FEET; THENCE SOUTH 00 DEGREES 39 MINUTES 32 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 60.00 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 28 SECONDS WEST 280.00 FEET TO THE WEST LINE OF THE SAID NORTHEAST QUARTER SECTION; THENCE NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST ALONG THE SAID WEST LINE 1249.97 FEET TO THE BEGINNING POINT CONTAINING 14.083 ACRES, MORE OR LESS.

THIS SUBDIVISION CONSISTS OF 24 LOTS NUMBERED 29 THROUGH 52 BOTH INCLUSIVE, TOGETHER WITH STREETS, EASEMENTS AND PUBLIC WAYS AS SHOWN ON THE WITHIN PLAT.

THE SIZE OF LOTS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

WITNESS MY SIGNATURE THIS 27th DAY OF DECEMBER, 1985.

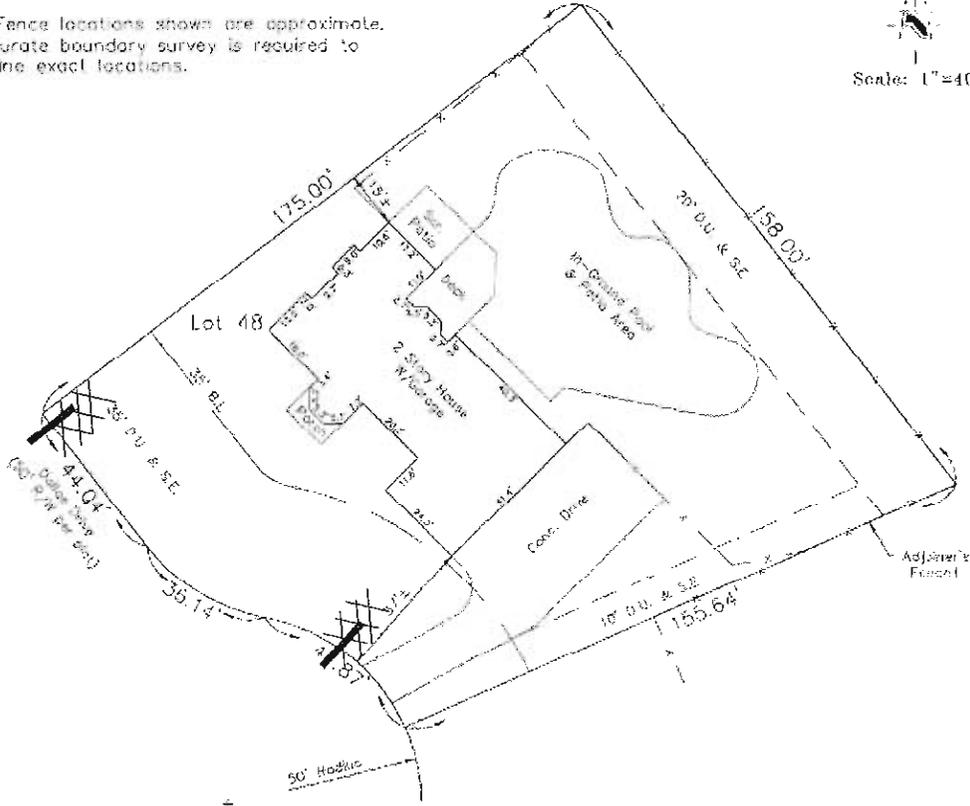
EXHIBIT B

SURVEYOR LOCATION REPORT

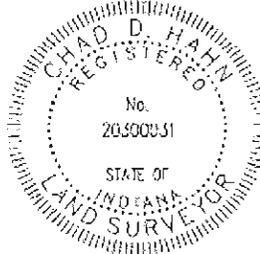
I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in Sections 27 through 29 of 865 IAC 1-1-12 for a SURVEYOR LOCATION REPORT.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

Legend	
B.L.	Building Line
D.U. & S.E.	Drainage Utility & Sewer Easement
---	Fence

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



**Hahn Surveying
Group, Inc.**
Surveyors & Engineers
2850 E. 96th St., Indianapolis, IN 46240
PHONE: (317) 846-0840 or (317) 846-4119
FAX: (317) 846-4298 or (317) 582-0662



CERTIFIED: April 15, 2008

Chad D. Hahn

Chad D. Hahn
Registered Land Surveyor,
Indiana #20300031
Job No.: 2008041265
Sheet 2 of 2