

**Board of Public Works and Safety Meeting**  
**AGENDA**  
**Wednesday, November 16, 2016 – 10:00 a.m.**  
**Council Chambers City Hall One Civic Square**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the November 2, 2016, Regular Meeting**

**2. PERFORMANCE RELEASES**

- a. **Resolution BPW-11-16-16-01; The Preserve at Bear Creek; Streets/Curbs/Path; Mason McQuinn Pulte Group**  
b. **Resolution BPW-11-16-16-02; Lakeside Apartments; Mass Grading; David Lazas, Apapco Properties**

**3. CONTRACTS**

- a. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$150,000.00); 2016 Storm Water Bond Construction Inspection Services; Additional Services #6A; Jeremy Kashman, City Engineer**  
b. **Request for Purchase of Goods and Services; Pearson Ford, Inc.; (\$22,483.00); Engineering Vehicle Lease; Jeremy Kashman, City Engineer**  
c. **Request for Purchase of Goods and Services; United Consulting; (\$527,700.00); Carmel Bridge Replacements; Additional Services #7; Jeremy Kashman, City Engineer**  
d. **Request for Purchase of Goods and Services; Woolpert, Inc.; (\$128,800.00); Cityworks AMS Implementation; Jeremy Kashman, City Engineer and Dave Huffman, Street Commissioner**  
e. **Request for Purchase of Goods and Services; E&B Paving; (\$33,171.55 Total Increase); 136<sup>th</sup> & Carey RAB Project #16-ENG-26; Change Orders #1 - 6; Jeremy Kashman, City Engineer**  
f. **Request for Purchase of Goods and Services; Indiana Department of Transportation; (3 Annual \$2,850,000 Payments); Intersection Improvement and Interchange; 96<sup>th</sup> Street and Keystone Parkway, Carmel, Indiana; Local Public Agency Exchange Contract Jeremy Kashman, City Engineer**

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

- a. **Request to Use City Streets; 5k/2k Walk/Run; October 28, 2017; 7:00 a.m. – 10:00 a.m.; Stephanie McDonald/Barbara Donquist, Carmel Education Foundation**

- b. **Request to Use Caucus Rooms; Annual HOA Meeting; October 26, 2017; 5:30 p.m. – 9:00 p.m.;** Teri Hecht, The Enclave of Carmel HOA
- c. **Request to Use Gazebo; KOI Show; September 14-17, 2017; 9:00 a.m. – 5:00 p.m.;** Richard Thomas, Northern Midwest ZNA
- d. **Request to Use City Streets; 5k Fundraiser; June 10, 2017; 5:00 p.m. – 8:00 p.m.;** Stacia Matthews, Indiana Spine Group/Gleaners Food Bank

**5. OTHER**

- a. **Request for Recreational Pathway Closure/Removal; 11610 North College Avenue;** Resa Glover, Vectren
- b. **Request for Right of Way Vacation; Platted alley – Ira Mendenhall’s Addition;** Charles Lazzara 12156 Meridian Street Association
- c. **Request for Temporary Construction License Agreement; Spring Mill Rd. 111<sup>th</sup> to Main;** Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints
- d. **Request for Variance; 13180 Regina Drive;** Michael & Aimee Clements, Homeowners
- e. **Request for Consent to Encroach; 13180 Regina Drive;** Michael & Aimee Clements, Homeowners

**6. ADJOURNMENT**

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

**MEETING CALLED TO ORDER**

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

**MEMBERS PRESENT**

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

**MINUTES**

*Minutes for the October 19, 2016, Regular Meeting were approved 3-0*

**BID/QUOTE OPENINGS AND AWARDS**

*Bid Award for 2016 New Vacuum Sweeper; Dave Huffman, Street Commissioner, recommended awarding the bid to Brown Equipment as the lowest and most responsive bidder for the amount of \$228,87. Mayor Brainard moved to approve. Board Member Burke seconded. Request Approved 3-0.*

**CONTRACTS**

*Request for Purchase of Goods and Services; C H A Consulting; (\$58,225.00); 96<sup>th</sup> Street at Keystone Parkway – Added Sidewalk and Right of Way Engineering; Additional Services #3; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; Clark Dietz, Inc.; (\$189,540.00); 116<sup>th</sup> Street and Towne Road Roundabout Design; Additional Services #6; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; Clark Dietz, Inc.; (\$24,264.00); 106<sup>th</sup> Street and Towne Road Roundabout Intersection Improvements; Additional Services #2A; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; Clark Dietz, Inc.; (\$42,492.00); Carmel Drive Roundabout Landscape Improvements – Construction Inspection; Additional Services #7; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

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

*Request for Purchase of Goods and Services; Public Safety Medical, Inc; (\$65,000); 2017 Officer Physicals; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; Humane Society for Hamilton County; (\$60,617); 2017 Service Agreement; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; SCBAS, Inc; (\$83,352); Breathing Air Trailer; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Resolution BPW 11-02-16-01; Acknowledging Receipt of Contract; Crider and Crider, Inc.; (\$1,467,000.00); 4<sup>th</sup> Street SW – 1<sup>st</sup> Avenue SW to Monon Boulevard – Construction; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; Engledow, Inc; (\$21,612.50); Holiday Decorations; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; Gibbs Planning Group, Inc; (\$5,500); Consulting Services for the Carmel Unified Development Ordinance; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; Artists Development Company, LLC; (\$5,350); Event Coordination and Management; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

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

*Request to Use City Streets; Carmel Marathon; March 31, 2018; 6:30 a.m. – 2:30 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

## **OTHER**

*Request for Lane Restriction/Open Pavement Cut/Sidewalk Closure; 55 4<sup>th</sup> Avenue SE; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Sidewalk Closure and Removal; 670 2<sup>nd</sup> Avenue NE; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Performance Bond Amount Reduction; The Bridges of Carmel; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Variance; 1034 Serenity Court; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Variance; 13519 Dallas Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Consent to Encroach; 1034 Serenity Court; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Consent to Encroach; 13519 Dallas Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

### **UNSAFE BUILDING HEARING**

*891 1<sup>st</sup> Ave SW Carmel, IN 46032; Tammy Properties LLC; Issue Resolved and no hearing necessary.*

### **ADJOURNMENT**

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

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*Christine S. Pauley – Clerk-Treasurer*

*Approved*

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*Mayor James Brainard*

**ATTEST:**

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*Christine S. Pauley - Clerk-Treasurer*

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

Date: November 16, 2016  
Resolution No: BPW-11-16-16-01

From: CITY ENGINEER

Principal: PULTE HOMES OF INDIANA LLC

Surety: CONTINENTAL INSURANCE COMPANY

Board Members:

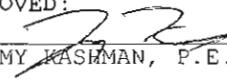
I have conducted final inspection of the THE PRESERVE AT BEAR CREEK SUBDIVISION  
for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
STREETS, CURBS, PATH	929602323	\$406,395.33

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

Maintenance Guarantee for THE PRESERVE AT BEAR CREEK listed above in the amount of 15% of the Performance Guarantee amount for STREETS,CURBS,PATH be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years. (Maintenance amount to be \$60,959.30)

APPROVED:

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

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 16TH day of November, 2016, that the listed Performance Guarantee for the THE PRESERVE AT BEAR CREEK project as listed above are hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

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

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member)

Board of Public Works and Safety



Mr. Barnes,

I am sending you this letter to request the release of the following Performance Bonds for The Preserve at Bear Creek Section 1. Bond information is as follows:

Bond 929602323 – Streets/Curbs/Paths - \$406,395.33

Please let me know if you have any questions.

Sincerely,

Mason McQuinn

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

Date: November 16, 2016  
Resolution No: BPW-11-16-16-02

From: CITY ENGINEER

Principal: ATAPCO CARMEL, INC.

Surety: FIDELITY AND DEPOSIT COMPANY MARYLAND

Board Members:

I have conducted final inspection of the LAKESIDE APARTMENTS for the following improvements:

<u>ITEM</u>	<u>SUBDIVISION IMPROVEMENT BOND</u>	<u>AMOUNT</u>
MASS GRADING	9163174	\$112,352.00

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

Mass grading Maintenance Guarantee for LAKESIDE APARTMENTS listed above is to be waived as all grading has been completed and construction is in progress for final stages.

APPROVED:

  
JEREMY KASHMAN, P.E., City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 16TH day of November, 2016, that the listed Performance Guarantee for the LAKESIDE APARTMENTS project as listed above are hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

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

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member)

Board of Public Works and Safety



Atapco Properties, Inc.  
an American Trading and Production Corporation subsidiary  
One South Street, Suite 2800  
Baltimore, Maryland 21202  
410-347-7150

City of Carmel  
Department of Engineering  
Carmel City Hall  
One Civic Square  
Carmel, IN 46032  
Attention: David Barnes

Re: Carmel Apartment bond numbers 9163183, 9163184, & 9163174

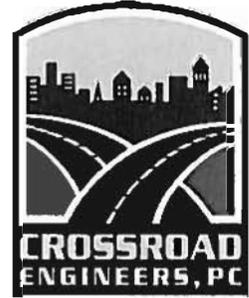
Mr. Barnes,

In regards to bond number 9163183, 9163184, & 9163174 we believe that all of the work has been completed. We are looking for the bonds to be release through the board of public works. Please let me know if you have any questions.

Thank you,  


David Mazas  
Director of Development  
Atapco Properties  
410-347-7170





October 24, 2016

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

Re: 2016 Storm Water Bond  
Construction Inspection Services  
Fee Proposal

Dear Jeremy:

With the anticipation of quickly exhausting our original contract ceiling of \$150,000 (P.O. 33758), we have prepared this proposal to continue providing various part time and full time Construction Inspection Services for projects included in the 2016 Storm Water Bond Program and as directed by your department. CrossRoad Engineers will provide these services as an extension of the City Engineer's staff on an hourly basis in accordance with the attached schedule of Hourly Billing Rates.

Services to be provided could include preconstruction meetings, part-time or full-time inspection, contractor pay estimates, material and shop drawing reviews and recommendations, project status reports, progress meetings and meeting minutes, and various other construction related services.

Based upon the number of anticipated projects in which we will be involved, we would suggest establishing a new contract ceiling of \$150,000 against which we would invoice for the Construction Inspection Services.

We would like to thank you for this opportunity to continue our involvement in enhancing the City of Carmel and we appreciate the City's trust in our ability to provide these services. We look forward to working closely with you to make these 2016 Storm Water Bond projects a success!

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

Sincerely,

CrossRoad Engineers, PC

  
Trent E. Newport, P. E.  
President

EXHIBIT A  
1672

# HOURLY BILLING RATES



## PERSONNEL CLASSIFICATION

## HOURLY RATE

### DESIGN

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

### INSPECTION

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

### SURVEY

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

### MISCELLANEOUS

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

**CrossRoad Engineers, PC**

**3417 Sherman Drive**

**Beech Grove, Indiana 46107**

**Rates Effective through December, 2016**

EXHIBIT A  
2 of 2

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

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

Pursuant to I.C. § 22-5-1.7 et seq., 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

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

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by CrossRoad Engineers, PC (the "Company") in the position of CEO.
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 1<sup>st</sup> day of November, 2016.

Walter E. Charles  
Printed: Walter E. Charles

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.

Walter E. Charles  
Printed: Walter E. Charles



## 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 Pearson Ford, 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 2200-43-526.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards. 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 Twenty Two Thousand Four Hundred Eighty three Dollars (\$22,483.00) (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, 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 Attn: Jeremy Kashman	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor:	Pearson Ford 10650 North Michigan Road Zionsville, IN 46077 Attn: Chad Barkdull
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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.

Pearson Ford, Inc.  
Engineering- 2016  
Appropriation #43-526.00; P.O. #34308  
Contract Not To Exceed \$22,483.00

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

CITY OF CARMEL, INDIANA

Pearson Ford, 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

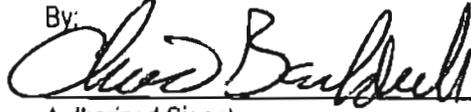
Date: \_\_\_\_\_

ATTEST:

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

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

By:

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

Chad Barkdull

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

Comm Acct Manager

\_\_\_\_\_  
Title

FID/TIN: 35-1053374

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

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

**QUICK QUOTE FROM CHAD BARKDULL**

Commercial Accounts Manager



Date: 6/6/2016  
Attention: Kate Lustig  
Company: Carmel  
Address:  
City/St/Zip:

Phone Number:

Type of Vehicle: 2017 Ford Escape SE 4wd

List Price: \$27,910.00  
Pearson Ford Commercial Discount: \$5,427.00  
Total Selling Price: \$22,483.00

\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00

EQUIPMENT:

Trade-In Value: \$0.00  
Sub Total: \$22,483.00  
Rebate: \$0.00  
Price After Rebate: \$22,483.00  
7% Sales Tax: ~~\$0.00~~  
Total Bid: \$22,483.00

This Quote Is Good:

Until Factory Price Increase

Quote still same 9/1/16

Stock Number:  
Factory Order:  
Dealer Trade:  
Pool Unit:

NOTES:

Quote Number:

Ordered Unit

My Phone Number: 317-873-3333  
My Fax Number: 317-733-3132  
Call Toll Free: 800-843-2227

Your Fax Number:

EXHIBIT A  
1 of 25



Pearson Ford, Inc.  
10650 North Michigan Road, Zionsville, Indiana,  
460779207  
Office: 855-385-8310

## Customer Proposal

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**Prepared by:**

Chad Barkdull  
Office: 855-385-8310  
Email: [cbarkdull@myindymford.com](mailto:cbarkdull@myindymford.com)

**Date:** 06/06/2016

**Vehicle:** 2017 Escape SE  
4dr 4x4



EXHIBIT A  
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Pearson Ford, Inc.  
 10650 North Michigan Road, Zionsville, Indiana,  
 480779207  
 Office: 855-385-8310

2017 Escape, Sport Utility  
 4dr 4x4 SE(U9G)

### Selected Options

Code	Description	MSRP
<b>Base Vehicle</b>		
U9G	Base Vehicle Price (U9G)	\$26,850.00
<b>Packages</b>		
200A	Equipment Group 200A	N/C
<b>Powertrain</b>		
99D	Engine: 1.5L EcoBoost <i>Includes auto start-stop technology.</i>	Included
446	Transmission: 6-Speed Automatic w/SelectShift	Included
STDAX	3.51 Axle Ratio	Included
STDGV	GVWR: 4,760 lbs	Included
<b>Wheels &amp; Tires</b>		
TJL	Tires: P235/55R17 A/S BSW <i>Low-Rolling Resistance. Includes mini spare tire.</i>	Included
64N	Wheels: 17" Sparkle Silver Painted Aluminum	Included
<b>Seats &amp; Seat Trim</b>		
K	Cloth Buckets w/60/40 Split Rear Seat <i>Includes 10-way power driver's seat with power lumbar adjust and driver/passenger seat back map pockets.</i>	Included
<b>Other Options</b>		
PAINT	Monotone Paint Application	STD
106WB	106" Wheelbase	STD
STDRO	Radio: AM/FM Single CD/MP3 <i>Includes 6 speakers, automatic volume control, compass, speed sensitive volume and SiriusXM satellite radio with 6 month prepaid subscription (48 contiguous states/service NOT AVAILABLE in Alaska or Hawaii). Includes: - SYNC Communications &amp; Entertainment System Includes enhanced voice recognition, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls and smart charging USB port.</i>	Included
50C	All-Weather Floor Mats (Set of 4)	\$75.00
50Q	Cargo Mat	\$90.00
<b>Emissions</b>		

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EXHIBIT A  
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Pearson Ford, Inc.  
 10650 North Michigan Road, Zionsville, Indiana,  
 460778207  
 Office: 855-385-8310

2017 Escape, Sport Utility  
 4dr 4x4 SE(U9G)

Selected Options (cont'd)

Code	Description	MSRP
425	50-State Emissions System	STD
<b>Interior Colors</b>		
KB_04	Charcoal Black	N/C
<b>Primary Colors</b>		
YZ_01	Oxford White	N/C
SUBTOTAL		\$27,015.00
Destination Charge		\$895.00
TOTAL		\$27,910.00

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Prepared by: Chad Barkdull Date: 08/08/2018 | Price Level: 725

EXHIBIT

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## Selected Equipment & Specs

### Dimensions

- \* Exterior length: 178.1"
- \* Exterior height: 66.3"
- \* Front track: 61.5"
- \* Turning radius: 19.4'
- \* Front legroom: 43.1"
- \* Front headroom: 39.9"
- \* Front hiproom: 54.8"
- \* Front shoulder room: 56.0"
- \* Passenger volume: 98.1cu.ft.
- \* Departure angle: 27.8 deg
- \* Cargo volume seats folded: 67.8cu.ft.
- \* Exterior width: 72.4"
- \* Wheelbase: 105.9"
- \* Rear track: 61.6"
- \* Min ground clearance: 7.9"
- \* Rear legroom: 36.8"
- \* Rear headroom: 39.0"
- \* Rear hiproom: 52.4"
- \* Rear shoulder room: 55.3"
- \* Approach angle: 21.9 deg
- \* Cargo volume: 34.3cu.ft.
- \* Maximum cargo volume: 67.8cu.ft.

### Powertrain

- \* EcoBoost 179hp 1.5L DOHC 16 valve intercooled turbo I-4 engine with variable valve control, gasoline direct injection
- \* Recommended fuel : regular unleaded
- \* 6 speed automatic transmission with overdrive
- \* Limited slip differential
- \* Fuel Economy Highway: 28 mpg
- \* Auto stop-start feature
- \* ULEV II
- \* Automatic full-time
- \* Fuel Economy City: 22 mpg
- \* Capless fuel filler

### Suspension/Handling

- \* Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- \* Speed-sensing electric power-assist rack-pinion Steering
- \* P235/55HR17 BSW AS front and rear tires
- \* Rear independent short and long arm suspension with anti-roll bar, gas-pressurized shocks
- \* Front and rear 17 x 7.5 silver aluminum wheels

### Body Exterior

- \* 4 doors
- \* Body-coloured door mirrors
- \* Body-coloured bumpers
- \* Front and rear 17 x 7.5 wheels
- \* Driver and passenger power remote folding door mirrors
- \* Lip rear spoiler
- \* Clearcoat paint

### Convenience

- \* Dual zone front automatic air conditioning with air filter
- \* Power windows
- \* Driver 1-touch down
- \* Extra FOB controls trunk/hatch/door/tailgate
- \* Manual telescopic steering wheel
- \* SYNC Services internet access
- \* Wireless phone connectivity
- \* 1 1st row LCD monitor
- \* Dual illuminated visor mirrors
- \* Driver and passenger door bins
- \* Cruise control with steering wheel controls
- \* Driver 1-touch up
- \* Remote power door locks with 2 stage unlock and illuminated entry
- \* Manual tilt steering wheel
- \* Day-night rearview mirror
- \* 911 Asslt emergency S.O.S
- \* Applink smart device integration
- \* Front and rear cupholders
- \* Full floor console
- \* Rear door bins

### Seats and Trim

- \* Seating capacity of 5
- \* Front bucket seats

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## Selected Equipment & Specs (cont'd)

- \* 8-way power driver seat adjustment
- \* Power height adjustable driver seat
- \* Centre front armrest
- \* Cloth seat upholstery
- \* Metal-look console insert

- \* Power 2-way driver lumbar support
- \* 4-way passenger seat adjustment
- \* 60-40 folding rear split-bench seat
- \* Metal-look instrument panel insert
- \* Metal-look gear shift knob

### Entertainment Features

- \* SiriusXM AM/FM/Satellite radio with radio data system
- \* MP3 decoder
- \* Steering wheel mounted radio controls
- \* Wireless streaming

- \* Single CD player
- \* SYNC external memory control
- \* 12 speakers
- \* Integrated roof antenna

### Lighting, Visibility and Instrumentation

- \* Halogen aero-composite headlights
- \* Fully automatic headlights
- \* LED brakelights
- \* Fixed interval rear windshield wiper
- \* Fixed rear-most windows
- \* Front reading lights
- \* Compass
- \* Camera(s) - rear
- \* Trip computer

- \* Delay-off headlights
- \* Front fog lights
- \* Variable intermittent front windshield wipers
- \* Rear window defroster
- \* Deep tinted windows
- \* Tachometer
- \* Outside temperature display
- \* Low tire pressure warning
- \* Trip odometer

### Safety and Security

- \* 4-wheel ABS brakes
- \* Electric parking brake
- \* AdvanceTrac w/Roll Stability Control electronic stability
- \* Dual front impact airbag supplemental restraint system
- \* Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- \* Airbag supplemental restraint system occupancy sensor
- \* SecurILock immobilizer
- \* Manually adjustable front head restraints with tilt

- \* Brake assist with hill hold control
- \* 4-wheel disc brakes
- \* ABS and driveline traction control
- \* Dual seat mounted side impact airbag supplemental restraint system
- \* Knee airbag supplemental restraint system
- \* Power remote door locks with 2 stage unlock and panic alarm
- \* MyKey restricted driving mode
- \* 3 manually adjustable rear head restraints

### Dimensions

#### General Weights

Curb	3645 lbs.	GVWR	4760 lbs.
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#### General Trailering

Towing capacity	2000 lbs.
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#### Fuel Tank type

Capacity	16 gal.	Capless fuel filler	Yes
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#### Off Road

Approach angle	22 deg	Departure angle	28 deg
Ramp breakover angle	18 deg	Min ground clearance	8"

#### Interior cargo

Cargo volume	34.3 cu.ft.	Cargo volume seats folded	67.8 cu.ft.
Maximum cargo volume	67.8 cu.ft.		

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EXHIBIT

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Pearson Ford, Inc.  
 10650 North Michigan Road, Zionsville, Indiana,  
 480779207  
 Office: 855-385-8310

2017 Escape, Sport Utility  
 4dr 4x4 SE(U8G)

## Selected Equipment & Specs (cont'd)

### Powertrain

#### Engine Type

Brand	EcoBoost	Block material	Aluminum
Cylinders	I-4	Head material	Aluminum
Ignition	Electronic	Injection	Gasoline direct injection
Liters	1.5L	Orientation	Transverse
Recommended fuel	Regular unleaded	Valves per cylinder	4
Valvetrain	DOHC	Variable valve control	Yes
Forced induction	Intercooled turbo		

#### Engine Spec

Bore	3.11"	Compression ratio	9.99:1
Displacement	91 cu.in.	Stroke	3.20"

#### Engine Power

Output	179 HP @ 6,000 RPM	Torque	177 ft.-lb @ 2,500 RPM
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#### Battery

Run down protection	Yes
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#### Engine Extras

Auto stop-start feature	Yes
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#### Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

#### Transmission Gear Ratios

1st	4.58	2nd	2.96
3rd	1.91	4th	1.44
5th	1	6th	0.74
Reverse Gear ratios	2.94		

#### Transmission Extras

Sequential shift control	SelectShift	Oil cooler	Regular duty
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#### Drive Type

4wd type	Automatic full-time	Type	Four-wheel
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#### Drive Feature

Limited slip differential	Brake actuated	Traction control	ABS and driveline
Locking hub control	Permanent		

#### Drive Axle

Ratio	3.51
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#### Exhaust

Material	Stainless steel	System type	Quasi-dual
Tailpipe finisher	Chrome		

#### Emissions

CARB	ULEV II	EPA	Tier 2 Bin 5
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#### Fuel Economy

City	22 mpg	Highway	28 mpg
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EXHIBIT A

7/2/25



### Selected Equipment & Specs (cont'd)

Fuel type	Gasoline	Combined	24 mpg
<b>Acceleration</b>			
0-60 mph (s)	8.52		
<b>1/4 Mile</b>			
Seconds	16.1	Speed	83 mph
<b>Skid Pad</b>			
Lateral acceleration (g)	0.8		
<b>Slalom</b>			
Speed	59 mph		
<b>Green Values</b>			
Energy Impact Score (Barrels per year)	13.7	Carbon FP / Tailpipe and upstream total GHG (CO <sub>2</sub> , tons per year)	7.3
<b>Driveability</b>			
<b>Brakes</b>			
ABS Type	4-wheel disc	ABS channels - Vented discs	4 Front
Electric parking brake	Yes		
<b>Brake Assistance</b>			
Brake assist	Yes	Hill hold control	Yes
<b>Suspension Control</b>			
Ride	Regular	Electronic stability	Stability control with anti-roll
<b>Front Suspension</b>			
Independence	Independent	Type	Strut
Anti-roll bar	Regular		
<b>Front Spring</b>			
Type	Coil	Grade	Regular
<b>Front Shocks</b>			
Type	Gas-pressurized		
<b>Rear Suspension</b>			
Independence	Independent	Type	Short and long arm
Anti-roll bar	Regular		
<b>Rear Spring</b>			
Type	Coil	Grade	Regular
<b>Rear Shocks</b>			
Type	Gas-pressurized		
<b>Steering</b>			
Speed-sensing	Yes	Activation	Electric power-assist
Type	Rack-pinion		
<b>Steering Specs</b>			
# of wheels	2		

### Exterior

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EXHIBIT A  
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Pearson Ford, Inc.  
10650 North Michigan Road, Zionsville, Indiana,  
460779207  
Office: 855-385-8310

2017 Escape, Sport Utility  
4dr 4x4 SE(U9G)

## Selected Equipment & Specs (cont'd)

<b>Front Wheels</b>			
Diameter	17"	Width	7.50"
<b>Rear Wheels</b>			
Diameter	17"	Width	7.50"
<b>Spare Wheels</b>			
Wheel material	Steel		
<b>Front and Rear Wheels</b>			
Appearance	Silver	Material	Aluminum
<b>Front Tires</b>			
Aspect	55	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	235mm		
<b>Rear Tires</b>			
Aspect	55	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	235mm		
<b>Spare Tire</b>			
Mount	Inside under cargo	Type	Compact
<b>Wheels</b>			
Front track	61.5"	Rear track	61.6"
Turning radius	19.4'	Wheelbase	105.9"
<b>Body Features</b>			
Rear spoiler	Lip	Body material	Fully galvanized steel
Side impact beams	Yes	Active grille shutters	Yes
<b>Body Doors</b>			
Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate
<b>Exterior Dimensions</b>			
Length	178.1"	Body width	72.4"
Body height	66.3"		
<b>Safety</b>			
<b>Airbags</b>			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead Safety Canopy System	curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Knee	Driver		
<b>Seatbelt</b>			
Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2
<b>Security</b>			

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EXHIBIT A

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Pearson Ford, Inc.  
 10650 North Michigan Road, Zionsville, Indiana,  
 460779207  
 Office: 855-385-8310

2017 Escape, Sport Utility  
 4dr 4x4 SE(U9G)

## Selected Equipment & Specs (cont'd)

Immobilizer Restricted driving mode	SecuriLock MyKey	Panic alarm	Yes
<b>Seating</b>			
<i>Passenger Capacity</i>			
Capacity	5		
<i>Front Seats</i>			
Split	Buckets	Type	Bucket
<i>Driver Seat</i>			
Fore/aft	Power	Height adjustable	Power
Reclining	Power	Way direction control	8
Lumbar support	Power 2-way	Cushlon tilt	Power
<i>Passenger seat</i>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
<i>Front Head Restraint</i>			
Control	Manual	Type	W/tilt
<i>Front Armrest</i>			
Centre	Yes		
<i>Rear Seats</i>			
Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold forward seatback
Type	Fixed	Reclining	Manual
<i>Rear Head Restraints</i>			
Control	Manual	Type	Adjustable
Number	3		
<i>Rear Armrests</i>			
Centre	Yes		
<i>Front Seat Trim</i>			
Material	Cloth	Back material	Cloth
<i>Rear Seat Trim Group</i>			
Material	Cloth	Back material	Carpet
<b>Convenience</b>			
<i>AC And Heat Type</i>			
Air conditioning	Automatic	Dual zone front	Yes
Air filter	Yes	Underseat ducts	Yes
Console ducts	Yes		
<i>Audio System</i>			
CD	Single	CD location	In-dash
MP3 decoder	MP3 decoder	Radio	SiriusXM AM/FM/Satellite
Radio data system	Yes	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC
Internet radio	Yes		

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EXHIBIT A



Pearson Ford, Inc.  
 10650 North Michigan Road, Zionsville, Indiana,  
 460779207  
 Office: 855-385-8310

2017 Escape, Sport Utility  
 4dr 4x4 SE(U9G)

## Selected Equipment & Specs (cont'd)

<b>Audio Speakers</b>			
Speaker type	Regular	Speakers	12
<b>Audio Controls</b>			
Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Wireless streaming	Yes
<b>Audio Antenna</b>			
Type	Integrated roof		
<b>LCD Monitors</b>			
1st row	1	Primary monitor size (inches)	4.2
<b>Cruise Control</b>			
Cruise control	With steering wheel controls		
<b>Convenience Features</b>			
Driver foot rest	Yes	Retained accessory power	Yes
12V DC power outlet	4	Emergency S.O.S	911 Assist
Wireless phone connectivity	Bluetooth	Internet access	SYNC Services
Smart device integration	App link		
<b>Door Lock Activation</b>			
Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Keypad	Yes	Integrated key/remote	Yes
Auto locking	Yes		
<b>Door Lock Type</b>			
Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks
<b>Door Locks Extra FOB Controls</b>			
Trunk/hatch/door/tailgate	Yes		
<b>Instrumentation Type</b>			
Display	Analog		
<b>Instrumentation Gauges</b>			
Tachometer	Yes	Engine temperature	Yes
<b>Instrumentation Warnings</b>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Lighting malfunction	Yes
Door ajar	Yes	Trunk/liftgate ajar	Yes
Service interval	Yes	Brake fluid	Yes
Low tire pressure	Yes		
<b>Instrumentation Displays</b>			
Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
Camera(s) - rear	Yes		
<b>Instrumentation Feature</b>			
PRND in IP	Yes	Trip computer	Yes

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Pearson Ford, Inc.  
 10650 North Michigan Road, Zionsville, Indiana,  
 460778207  
 Office: 855-385-8310

2017 Escape, Sport Utility  
 4dr 4x4 SE(U9G)

## Selected Equipment & Specs (cont'd)

Trip odometer	Yes		
<b>Steering Wheel Type</b>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<b>Front Side Windows</b>			
Window 1st row activation	Power		
<b>Windows Rear Side</b>			
2nd row activation	Power	3rd row activation	Fixed
<b>Window Features</b>			
1-touch down	Driver	1-touch up	Driver
Tinted	Deep	Laminated glass	Yes
<b>Front Windshield</b>			
Wiper	Variable intermittent		
<b>Rear Windshield</b>			
Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Fixed
<b>Interior</b>			
<b>Driver Visor</b>			
Illuminated	Yes	Mirror	Yes
<b>Passenger Visor</b>			
Illuminated	Yes	Mirror	Yes
<b>Rear View Mirror</b>			
Day-night	Yes		
<b>Trim Door</b>			
Trim insert	Cloth		
<b>Headliner</b>			
Coverage	Full	Material	Cloth
<b>Floor Trim</b>			
Coverage	Full	Covering	Carpet
Mats	Vinyl/rubber front and rear		
<b>Trim Feature</b>			
Instrument panel insert	Metal-look	Gear shift knob	Metal-look
Door panel insert	Metal-look	Console insert	Metal-look
Interior accents	Chrome and metal-look		
<b>Lighting</b>			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes
<b>Floor Console Storage</b>			
Storage	Covered	Type	Full
<b>Overhead Console Storage</b>			
Storage	Yes	Type	Mini

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EXHIBIT A

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### Selected Equipment & Specs (cont'd)

**Storage**

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Seatback storage pockets	2	Illuminated	Yes
Rear yes	Yes	Interior concealed storage	Yes
Rear door bins	Yes	2nd row underseat	Yes
Audio media storage	Yes		

**Cargo Space Trim**

Floor Mat	Carpet	Trunk lid/rear cargo door	Plastic
	Vinyl/rubber		

**Cargo Space Feature**

Tie downs	Yes	Light	Yes
Concealed storage	Yes		

**Legroom**

Front	43.1"	Rear	36.8"
-------	-------	------	-------

**Headroom**

Front	39.9"	Rear	39.0"
-------	-------	------	-------

**Hip Room**

Front	54.8"	Rear	52.4"
-------	-------	------	-------

**Shoulder Room**

Front	56.0"	Rear	55.3"
-------	-------	------	-------

**Interior Volume**

Passenger volume	98.1 cu.ft.		
------------------	-------------	--	--

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EXHIBIT **A**  
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Pearson Ford, Inc.  
 10650 North Michigan Road, Zionsville, Indiana.  
 460779207  
 Office: 855-385-8310

2017 Escape, Sport Utility  
 4dr 4x4 SE(U9G)

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Vehicle Price	\$26,850.00
Options & Colors	\$165.00
Upfitting	\$0.00
Destination Charge	\$895.00
<b>Total</b>	<b>\$27,910.00</b>

Customer Signature

Acceptance Date

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EXHIBIT A



Pearson Ford, Inc.  
10650 North Michigan Road, Zionsville, Indiana, 460779207  
Office: 855-385-8310

2017 Escape, Sport Utility  
4dr 4x4 SE(U9G)

**Major Equipment**

(Based on selected options, shown at right)

- EcoBoost 1.5L I-4 DOHC w/gasoline direct injection 179hp
- 6 speed automatic w/OD
- \* Auto stop-start feature
- \* Brake assistance
- \* Traction control
- \* Battery with run down protection
- \* Automatic air conditioning
- \* Tinted glass
- \* Wireless streaming
- \* LED brakelights
- \* Dual power remote mirrors
- \* 17 x 7.5 aluminum wheels
- \* Driver and front passenger seat mounted side airbags
- \* SecurILock Immobilizer
- \* Tachometer
- \* Underseat ducts
- \* 60-40 folding rear split-bench

- Exterior: Oxford White
- Interior: Charcoal Black
- \* 4-wheel ABS
- \* Electric parking brake
- \* P 235/55R17 BSW AS H-rated tires
- \* Advance Trac w/Roll Stability Control
- \* Dual zone electronic automatic temperature control
- \* SiriusXM AM/FM/Satellite with seek-scan, single in-dash CD player, MP3 decoder, external memory control, internet radio
- \* Daytime running
- \* Rear child safety locks
- \* Variable intermittent wipers
- \* Dual front airbags
- \* Airbag occupancy sensor
- \* Rear window defroster
- \* Message Center
- \* Reclining front bucket seats
- \* Audio control on steering wheel

**Fuel Economy**

City  
22 mpg



Hwy  
28 mpg

**Selected Options**

MSRP

STANDARD VEHICLE PRICE	\$26,850.00
Equipment Group 200A	N/C
Engine: 1.5L EcoBoost	Included
Transmission: 6-Speed Automatic w/SelectShift	Included
3.51 Axle Ratio	Included
GVWR: 4,760 lbs	Included
Tires: P235/55R17 A/S BSW	Included
Wheels: 17" Sparkle Silver Painted Aluminum	Included
Cloth Buckets w/60/40 Split Rear Seat	Included
Monotone Paint Application	STD
106" Wheelbase	STD
Radio: AM/FM Single CD/MP3	Included
50-State Emissions System	STD
SYNC Communications & Entertainment System	Included
All-Weather Floor Mats (Set of 4)	\$75.00
Cargo Mat	\$90.00
Oxford White	N/C
Charcoal Black	N/C

SUBTOTAL	\$27,015.00
Destination Charge	\$895.00

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Prepared by: Chad Barkdull Date: 06/06/2016 | Price Level: 725

EXHIBIT A

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Pearson Ford, Inc.  
10650 North Michigan Road, Zionsville, Indiana, 460779207  
Office: 855-385-8310

2017 Escape, Sport Utility  
4dr 4x4 SE(U9G)

TOTAL

\$27,910.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Chad Berkdull Date: 08/06/2016 | Price Level: 725

EXHIBIT A

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## Standard Equipment & Specs

### Dimensions

- \* Exterior length: 178.1"
- \* Exterior height: 66.3"
- \* Front track: 61.5"
- \* Turning radius: 19.4'
- \* Front legroom: 43.1"
- \* Front headroom: 39.9"
- \* Front hiproom: 54.8"
- \* Front shoulder room: 56.0"
- \* Passenger volume: 98.1cu.ft.
- \* Departure angle: 27.6 deg
- \* Cargo volume seats folded: 67.8cu.ft.
- \* Exterior width: 72.4"
- \* Wheelbase: 105.9"
- \* Rear track: 61.6"
- \* Min ground clearance: 7.9"
- \* Rear legroom: 36.8"
- \* Rear headroom: 39.0"
- \* Rear hiproom: 52.4"
- \* Rear shoulder room: 55.3"
- \* Approach angle: 21.9 deg
- \* Cargo volume: 34.3cu.ft.
- \* Maximum cargo volume: 67.8cu.ft.

### Powertrain

- \* EcoBoost 179hp 1.5L DOHC 16 valve intercooled turbo I-4 engine with variable valve control, gasoline direct injection
- \* Recommended fuel : regular unleaded
- \* 6 speed automatic transmission with overdrive
- \* Limited slip differential
- \* Fuel Economy Highway: 28 mpg
- \* Auto stop-start feature
- \* ULEV II
- \* Automatic full-time
- \* Fuel Economy City: 22 mpg
- \* Capless fuel filler

### Suspension/Handling

- \* Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- \* Speed-sensing electric power-assist rack-pinion Steering
- \* P235/55HR17 BSW AS front and rear tires
- \* Rear independent short and long arm suspension with anti-roll bar, gas-pressurized shocks
- \* Front and rear 17 x 7.5 silver aluminum wheels

### Body Exterior

- \* 4 doors
- \* Body-coloured door mirrors
- \* Body-coloured bumpers
- \* Front and rear 17 x 7.5 wheels
- \* Driver and passenger power remote folding door mirrors
- \* Lip rear spoiler
- \* Clearcoat paint

### Convenience

- \* Dual zone front automatic air conditioning with air filter
- \* Power windows
- \* Driver 1-touch down
- \* Extra FOB controls trunk/hatch/door/tailgate
- \* Manual telescopic steering wheel
- \* SYNC Services internet access
- \* Wireless phone connectivity
- \* 1 1st row LCD monitor
- \* Dual illuminated visor mirrors
- \* Driver and passenger door bins
- \* Cruise control with steering wheel controls
- \* Driver 1-touch up
- \* Remote power door locks with 2 stage unlock and illuminated entry
- \* Manual tilt steering wheel
- \* Day-night rearview mirror
- \* 911 Assist emergency S.O.S
- \* AppLink smart device integration
- \* Front and rear cupholders
- \* Full floor console
- \* Rear door bins

### Seats and Trim

- \* Seating capacity of 5
- \* 8-way power driver seat adjustment
- \* Front bucket seats
- \* Power 2-way driver lumbar support

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## Standard Equipment & Specs (cont'd)

- \* Power height adjustable driver seat
- \* Centre front armrest
- \* Cloth seat upholstery
- \* Metal-look console insert

- \* 4-way passenger seat adjustment
- \* 60-40 folding rear split-bench seat
- \* Metal-look instrument panel insert
- \* Metal-look gear shift knob

### Entertainment Features

- \* SiriusXM AM/FM/Satellite radio with radio data system
- \* MP3 decoder
- \* Steering wheel mounted radio controls
- \* Wireless streaming

- \* Single CD player
- \* SYNC external memory control
- \* 6 speakers
- \* Integrated roof antenna

### Lighting, Visibility and Instrumentation

- \* Halogen aero-composite headlights
- \* Fully automatic headlights
- \* LED brakelights
- \* Fixed interval rear windshield wiper
- \* Fixed rearmost windows
- \* Front reading lights
- \* Compass
- \* Camera(s) - rear
- \* Trip computer

- \* Delay-off headlights
- \* Front fog lights
- \* Variable Intermittent front windshield wipers
- \* Rear window defroster
- \* Deep tinted windows
- \* Tachometer
- \* Outside temperature display
- \* Low tire pressure warning
- \* Trip odometer

### Safety and Security

- \* 4-wheel ABS brakes
- \* Electric parking brake
- \* AdvanceTrac w/Roll Stability Control electronic stability
- \* Dual front impact airbag supplemental restraint system
- \* Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- \* Airbag supplemental restraint system occupancy sensor
- \* SecuriLock immobilizer
- \* Manually adjustable front head restraints with tilt

- \* Brake assist with hill hold control
- \* 4-wheel disc brakes
- \* ABS and driveline traction control
- \* Dual seat mounted side impact airbag supplemental restraint system
- \* Knee airbag supplemental restraint system
- \* Power remote door locks with 2 stage unlock and panic alarm
- \* MyKey restricted driving mode
- \* 3 manually adjustable rear head restraints

### Dimensions

#### General Weights

Curb 3645 lbs. GVWR 4760 lbs.

#### General Trailering

Towing capacity 2000 lbs.

#### Fuel Tank type

Capacity 16 gal. Capless fuel filler Yes

#### Off Road

Approach angle 22 deg Departure angle 28 deg  
Ramp breakover angle 18 deg Min ground clearance 8"

#### Interior cargo

Cargo volume 34.3 cu.ft. Cargo volume seats folded 67.8 cu.ft.  
Maximum cargo volume 67.8 cu.ft.

### Powertrain

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## Standard Equipment & Specs (cont'd)

<b>Engine Type</b>			
Brand	EcoBoost	Block material	Aluminum
Cylinders	I-4	Head material	Aluminum
Ignition	Electronic	Injection	Gasoline direct injection
Liters	1.5L	Orientation	Transverse
Recommended fuel	Regular unleaded	Valves per cylinder	4
Valvetrain	DOHC	Variable valve control	Yes
Forced Induction	Intercooled turbo		
<b>Engine Spec</b>			
Bore	3.11"	Compression ratio	9.99:1
Displacement	91 cu.in.	Stroke	3.20"
<b>Engine Power</b>			
Output	179 HP @ 6,000 RPM	Torque	177 ft.-lb @ 2,500 RPM
<b>Battery</b>			
Run down protection	Yes		
<b>Engine Extras</b>			
Auto stop-start feature	Yes		
<b>Transmission</b>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		
<b>Transmission Gear Ratios</b>			
1st	4.58	2nd	2.96
3rd	1.91	4th	1.44
5th	1	6th	0.74
Reverse Gear ratios	2.94		
<b>Transmission Extras</b>			
Sequential shift control	SelectShift	Oil cooler	Regular duty
<b>Drive Type</b>			
4wd type	Automatic full-time	Type	Four-wheel
<b>Drive Feature</b>			
Limited slip differential	Brake actuated	Traction control	ABS and driveline
Locking hub control	Permanent		
<b>Drive Axle</b>			
Ratio	3.51		
<b>Exhaust</b>			
Material	Stainless steel	System type	Quasi-dual
Tailpipe finisher	Chrome		
<b>Emissions</b>			
CARB	ULEV II	EPA	Tier 2 Bin 5
<b>Fuel Economy</b>			
City	22 mpg	Highway	28 mpg
Fuel type	Gasoline	Combined	24 mpg

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## Standard Equipment & Specs (cont'd)

<b>Acceleration</b>			
0-60 mph (s)	8.52		
<b>1/4 Mile</b>			
Seconds	16.1	Speed	83 mph
<b>Skid Pad</b>			
Lateral acceleration (g)	0.8		
<b>Slalom</b>			
Speed	59 mph		
<b>Green Values</b>			
Energy Impact Score (Barrels per year)	13.7	Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)	7.3
<b>Driveability</b>			
<b>Brakes</b>			
ABS Type	4-wheel disc	ABS channels	4
Electric parking brake	Yes	Vented discs	Front
<b>Brake Assistance</b>			
Brake assist	Yes	Hill hold control	Yes
<b>Suspension Control</b>			
Ride	Regular	Electronic stability	Stability control with anti-roll
<b>Front Suspension</b>			
Independence	Independent	Type	Strut
Anti-roll bar	Regular		
<b>Front Spring</b>			
Type	Coil	Grade	Regular
<b>Front Shocks</b>			
Type	Gas-pressurized		
<b>Rear Suspension</b>			
Independence	Independent	Type	Short and long arm
Anti-roll bar	Regular		
<b>Rear Spring</b>			
Type	Coil	Grade	Regular
<b>Rear Shocks</b>			
Type	Gas-pressurized		
<b>Steering</b>			
Speed-sensing	Yes	Activation	Electric power-assist
Type	Rack-pinion		
<b>Steering Specs</b>			
# of wheels	2		
<b>Exterior</b>			

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Pearson Ford, Inc.  
 10650 North Michigan Road, Zionsville, Indiana,  
 460779207  
 Office: 855-385-8310

2017 Escape, Sport Utility  
 4dr 4x4 SE(U9G)

## Standard Equipment & Specs (cont'd)

<b>Front Wheels</b>			
Diameter	17"	Width	7.50"
<b>Rear Wheels</b>			
Diameter	17"	Width	7.50"
<b>Spare Wheels</b>			
Wheel material	Steel		
<b>Front and Rear Wheels</b>			
Appearance	Silver	Material	Aluminum
<b>Front Tires</b>			
Aspect	55	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	235mm		
<b>Rear Tires</b>			
Aspect	55	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	235mm		
<b>Spare Tire</b>			
Mount	Inside under cargo	Type	Compact
<b>Wheels</b>			
Front track	61.5"	Rear track	61.6"
Turning radius	19.4'	Wheelbase	105.9"
<b>Body Features</b>			
Rear spoiler	Lip	Body material	Fully galvanized steel
Side impact beams	Yes	Active grille shutters	Yes
<b>Body Doors</b>			
Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate
<b>Exterior Dimensions</b>			
Length	178.1"	Body width	72.4"
Body height	66.3"		
<b>Safety</b>			
<b>Airbags</b>			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead Safety Canopy System	curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Knee	Driver		
<b>Seatbelt</b>			
Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2
<b>Security</b>			

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## Standard Equipment & Specs (cont'd)

Immobilizer Restricted driving mode	SecuriLock MyKey	Panic alarm	Yes
<b>Seating</b>			
<i>Passenger Capacity</i>			
Capacity	5		
<i>Front Seats</i>			
Split	Buckets	Type	Bucket
<i>Driver Seat</i>			
Fore/aft	Power	Height adjustable	Power
Reclining	Power	Way direction control	8
Lumbar support	Power 2-way	Cushion tilt	Power
<i>Passenger seat</i>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
<i>Front Head Restraint</i>			
Control	Manual	Type	W/tilt
<i>Front Armrest</i>			
Centre	Yes		
<i>Rear Seats</i>			
Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold forward seatback
Type	Fixed	Reclining	Manual
<i>Rear Head Restraints</i>			
Control	Manual	Type	Adjustable
Number	3		
<i>Rear Armrests</i>			
Centre	Yes		
<i>Front Seat Trim</i>			
Material	Cloth	Back material	Cloth
<i>Rear Seat Trim Group</i>			
Material	Cloth	Back material	Carpet
<b>Convenience</b>			
<i>AC And Heat Type</i>			
Air conditioning	Automatic	Dual zone front	Yes
Air filter	Yes	Underseat ducts	Yes
Console ducts	Yes		
<i>Audio System</i>			
CD	Single	CD location	In-dash
MP3 decoder	MP3 decoder	Radio	SiriusXM AM/FM/Satellite
Radio data system	Yes	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC
Internet radio	Yes		

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EXHIBIT

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Pearson Ford, Inc.  
10650 North Michigan Road, Zionsville, Indiana,  
480779207  
Office: 855-385-8310

2017 Escape, Sport Utility  
4dr 4x4 SE(U9G)

## Standard Equipment & Specs (cont'd)

<b>Audio Speakers</b>				
Speaker type	Regular	Speakers		6
<b>Audio Controls</b>				
Speed sensitive volume	Yes	Steering wheel controls		Yes
Voice activation	Yes	Wireless streaming		Yes
<b>Audio Antenna</b>				
Type	Integrated roof			
<b>LCD Monitors</b>				
1st row	1	Primary monitor size (Inches)		4.2
<b>Cruise Control</b>				
Cruise control	With steering wheel controls			
<b>Convenience Features</b>				
Driver foot rest	Yes	Retained accessory power		Yes
12V DC power outlet	4	Emergency S.O.S		911 Assist
Wireless phone connectivity	Bluetooth	Internet access		SYNC Services
Smart device integration	App link			
<b>Door Lock Activation</b>				
Type	Power with 2 stage unlock	Remote		Keyfob (all doors)
Keypad	Yes	Integrated key/remote		Yes
Auto locking	Yes			
<b>Door Lock Type</b>				
Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks	
<b>Door Locks Extra FOB Controls</b>				
Trunk/hatch/door/tailgate	Yes			
<b>Instrumentation Type</b>				
Display	Analog			
<b>Instrumentation Gauges</b>				
Tachometer	Yes	Engine temperature		Yes
<b>Instrumentation Warnings</b>				
Oil pressure	Yes	Engine temperature		Yes
Battery	Yes	Lights on		Yes
Key	Yes	Low fuel		Yes
Low washer fluid	Yes	Lighting malfunction		Yes
Door ajar	Yes	Trunk/liftgate ajar		Yes
Service interval	Yes	Brake fluid		Yes
Low tire pressure	Yes			
<b>Instrumentation Displays</b>				
Clock	In-radio display	Compass		Yes
Exterior temp	Yes	Systems monitor		Yes
Camera(s) - rear	Yes			
<b>Instrumentation Feature</b>				
PRND in IP	Yes	Trip computer		Yes

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Pearson Ford, Inc.  
10650 North Michigan Road, Zionsville, Indiana,  
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Office: 855-385-8310

2017 Escape, Sport Utility  
4dr 4x4 SE(U9G)

## Standard Equipment & Specs (cont'd)

Trip odometer	Yes		
<b>Steering Wheel Type</b>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<b>Front Side Windows</b>			
Window 1st row activation	Power		
<b>Windows Rear Side</b>			
2nd row activation	Power	3rd row activation	Fixed
<b>Window Features</b>			
1-touch down	Driver	1-touch up	Driver
Tinted	Deep	Laminated glass	Yes
<b>Front Windshield</b>			
Wiper	Variable intermittent		
<b>Rear Windshield</b>			
Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Fixed
<b>Interior</b>			
<b>Driver Visor</b>			
Illuminated	Yes	Mirror	Yes
<b>Passenger Visor</b>			
Illuminated	Yes	Mirror	Yes
<b>Rear View Mirror</b>			
Day-night	Yes		
<b>Trim Door</b>			
Trim insert	Cloth		
<b>Headliner</b>			
Coverage	Full	Material	Cloth
<b>Floor Trim</b>			
Coverage	Full	Covering	Carpet
Mats	Carpet front and rear		
<b>Trim Feature</b>			
Instrument panel insert	Metal-look	Gear shift knob	Metal-look
Door panel insert	Metal-look	Console insert	Metal-look
Interior accents	Chrome and metal-look		
<b>Lighting</b>			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes
<b>Floor Console Storage</b>			
Storage	Covered	Type	Full
<b>Overhead Console Storage</b>			
Storage	Yes	Type	Mini

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Chad Barkdull Date: 08/06/2018 | Price Level: 725

EXHIBIT

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Pearson Ford, Inc.  
 10650 North Michigan Road, Zionsville, Indiana,  
 460779207  
 Office: 855-385-8310

2017 Escape, Sport Utility  
 4dr 4x4 SE(U9G)

## Standard Equipment & Specs (cont'd)

### Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Seatback storage pockets	2	Illuminated	Yes
Rear yes	Yes	Interior concealed storage	Yes
Rear door bins	Yes	2nd row underseat	Yes
Audio media storage	Yes		

### Cargo Space Trim

Floor	Carpet	Trunk lid/rear cargo door	Plastic
-------	--------	---------------------------	---------

### Cargo Space Feature

Tie downs	Yes	Light	Yes
Concealed storage	Yes		

### Legroom

Front	43.1"	Rear	36.8"
-------	-------	------	-------

### Headroom

Front	39.9"	Rear	39.0"
-------	-------	------	-------

### Hip Room

Front	54.8"	Rear	52.4"
-------	-------	------	-------

### Shoulder Room

Front	56.0"	Rear	55.3"
-------	-------	------	-------

### Interior Volume

Passenger volume	98.1 cu.ft.		
------------------	-------------	--	--

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EXHIBIT A  
 25 of 25

## EXHIBIT B Invoice

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

*Name of Company:* \_\_\_\_\_

*Address & Zip:* \_\_\_\_\_

*Telephone No.:* \_\_\_\_\_

*Fax No.:* \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

# EXHIBIT C

## INSURANCE COVERAGES

### Worker's Compensation & Disability

### Statutory Limits

#### Employer's Liability:

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

#### Property damage, contractual liability, products-completed operations:

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

#### Personal & Advertising Injury

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

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

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

#### Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Chad Backlund

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 Pearson Ford (the "Employer") in the position of CAM.
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 4<sup>th</sup> day of NOVEMBER, 2014.

[Signature]  
Printed: R.N. DENMAN

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

[Signature]  
Printed: R.N. DENMAN



**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 United Consulting Engineers, Inc. (the "Professional"), as City Contract dated June 1, 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". Pursuant to I.C. § 5-22-16.5, 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

United Consulting Engineers, 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 Pauley, Clerk-Treasurer

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

By:  Michael Rowe  
Authorized Signature  
DAVE RICHTER MICHAEL ROWE  
Printed Name  
PRESIDENT VICE PRESIDENT  
Title  
FID/TIN: 35-1108415  
Last Four of SSN if Sole Proprietor: -  
Date: November 03, 2016

**City of Carmel**  
**Smokey Row Road over Little Cool Creek**

**Professional Engineering Services**  
**Fee Summary**

	<u>Fee Type</u>	
Field Survey	Lump Sum	\$12,000
Utility Coordination	Hourly (1)	\$15,000
Geotechnical Investigation	Lump Sum	\$7,600
Regulatory Permits (401, 404, IDNR CIF, HC Outlet, Rule5, U.S. Waters)	Lump Sum	\$12,200
Hydraulics	Lump Sum	\$21,000
Project Design and Plan Development	Lump Sum	\$65,900
Pre Bidding Services	Lump Sum	\$3,700
Post Bid Design Services	Lump Sum	\$2,500
<b>TOTAL DESIGN ENGINEERING</b>		<b>\$139,900</b>
Right-of-Way Engineering (4 Parcels)		
Title Work (\$500 Ea.)	Unit	\$2,000
Right-of-Way Engineering (\$2,500 Ea.)	Unit	\$10,000
Right-of-Way Staking (\$500 Ea.)	Unit	\$2,000
<b>TOTAL LAND ACQUISITION</b>		<b>\$14,000</b>
Construction Inspection	Hourly (1)	\$82,500

(1) These services to be provided on an hourly basis utilizing the attached 2016 Rates by Classification

EXHIBIT A  
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**City of Carmel  
Monon Trail over Little Cool Creek**

**Professional Engineering Services  
Fee Schedule**

	<u>Fee Type</u>
Field Survey	\$8,000 Lump Sum
Utility Coordination	\$9,400 Hourly (1)
Geotechnical Investigation	\$6,500 Lump Sum
Regulatory Permits (401, 404, IDNR CIF, HC Outlet, U.S. Waters)	\$7,300 Lump Sum
Asbestos Investigation and Report	\$1,500 Lump Sum
Hydraulics	\$11,300 Lump Sum
Project Design and Plan Development	\$39,300 Lump Sum
Bidding Services	\$3,700 Lump Sum
Post Bid Design Services	\$2,500 Lump Sum
<b>TOTAL DESIGN ENGINEERING</b>	<hr/> <b>\$89,500</b>
Construction Inspection	\$60,100 Hourly (1)

(1) These services to be provided on an hourly basis utilizing the attached 2016 Rates by Classification

EXHIBIT A  
2014

**City of Carmel**  
**Greyhound Trail over Little Cool Creek**

**Professional Engineering Services**  
**Fee Summary**

		<u>Fee Type</u>
Field Survey	\$7,700	Lump Sum
Utility Coordination	\$12,100	Hourly (1)
Geotechnical Investigation	\$5,300	Lump Sum
Regulatory Permits (401, 404, IDNR CIF, HC Outlet, U.S. Waters)	\$7,300	Lump Sum
Asbestos Investigation and Report	\$1,400	Lump Sum
Hydraulics	\$11,300	Lump Sum
Project Design and Plan Development	\$30,300	Lump Sum
Bidding Services	\$3,700	Lump Sum
Post Bid Design Services	\$2,500	Lump Sum
<b>TOTAL DESIGN ENGINEERING</b>	<hr/> <b>\$81,600</b>	
 Construction Inspection	 \$60,100	 Hourly (1)

(1) These services to be provided on an hourly basis utilizing the attached 2016 Rates by Classification

**UNITED Consulting**  
2016 Billing Rates by Classification

CLASSIFICATION	HOURLY BILLING RATES
1 Department Manager	\$216.00
2 Team Leader	\$185.00
3 Senior Project Manager	\$188.00
4 Project Manager	\$165.00
5 Project Engineer / Surveyor	\$140.00
6 Construction Manager I	\$140.00
7 CADD / RW Designer	\$132.00
8 Accounting Professional	\$125.00
9 Design Engineer / Surveyor	\$130.00
10 Environmental Specialist	\$118.00
11 Construction Manager II	\$109.00
12 Survey Crew Chief	\$115.00
13 Survey / Data Technician	\$103.00

**NOTES:**

- (1) Billing Rate Includes Overhead and Profit Margin
- (2) Overtime Hours will be billed at 130% of the rates above.
- (3) Mileage shall be reimbursed at \$0.60 per mile
- (4) Per Diem shall be reimbursed at \$30.00 per night.
- (5) Other direct costs such as Permit Fees, Recording Fees, Legal Fees, Advertising Fees, Hotel Cost, Etc. shall be reimbursed at their actual costs.
- (6) These rates shall be increased by 4% on January 1 of each year subsequent to 2016.
- (7) Work performed by Subconsultants shall be reimbursed at their actual cost.

EXHIBIT A  
4 of 4



## 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 Woolpert, 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 43-419.00; 43-509.00; 43-515.02; CUM Cap Improvement Fund; Motor Vehicle Highway Fund funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4                      PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5                      COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than One Hundred Sixty Eight Thousand Nine Hundred Twelve Dollars (\$168,912.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6                      TERM

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

SECTION 7                      MISCELLANEOUS

7.1 Termination

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

7.2 Binding Effect

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

7.3 No Third Party Beneficiaries

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

7.4 Relationship

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

## 7.5 Insurance

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

## 7.6 Liens

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

## 7.7 Default

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

## 7.8 Government Compliance

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

## 7.9 Indemnification

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

## 7.10 Discrimination Prohibition

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

## 7.11 E-Verify

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

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

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

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

## 7.12 Severability

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

Woolpert, Inc.  
Engineering - 2016  
Appropriation #43-419.00;43-509.00;43-515.02;CUM Cap Improvement Fund; Motor Vehicle Highway Fund;  
P.O.#34187; 34323  
Contract Not To Exceed \$168,912.00

### 7.13 Notice

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

#### **CITY:**

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

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

#### **PROFESSIONAL:**

Woolpert, Inc.  
4454 Idea Center Blvd.  
Dayton, OH 45430  
ATTENTION: John M. Przybyla

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.

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.

Woolpert, Inc.  
Engineering - 2016  
Appropriation #43-419.00;43-509.00;43-515.02;CUM Cap Improvement Fund; Motor Vehicle Highway Fund;  
P.O.#34187; 34323  
Contract Not To Exceed \$168,912.00

7.24 Records and Inspections

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

7.25 Accomplishment of Project

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

7.26 Iran Certification

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

7.27 Access to Public Records Act

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

*(remainder of page intentionally left blank)*

Woolpert, Inc.  
Engineering - 2016  
Appropriation #43-419.00, 43-509.00, 43-515.02, CUM Cap Improvement Fund, Motor Vehicle Highway Fund,  
P.O.#34187, 34323  
Contract Not To Exceed \$168,912.00

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

WOOLPERT, INC

BY:

BY:

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

  
Authorized Signature

Printed Name: John M. Przybyla

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

Title Senior Vice President

FID/TIN: 20-1391406

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

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

Date 11-2-2016

ATTEST:

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

# Professional Service Agreement Addendum #03 between Woolpert, Inc. and the City of Carmel, Indiana

## Section 1. General

THIS ADDENDUM, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Woolpert, Inc. whose address is 600 Superior Avenue, Suite 1300, Cleveland, OH 44114-2654 (hereinafter referred to as "Woolpert") and the "Client" identified herein, provides for Additional Services under the Professional Service Agreement dated April 1, 2015 further identified with Appropriation #06-1050-86 and P.O. #S03058, such Additional Services described under Section 2 of this Addendum.

- Client: City of Carmel, Indiana
- Project Title: City of Carmel – Engineering and Streets Cityworks Implementation, or the "Project"
- Addendum Title: Addendum #03

## Section 2. General Description of Additional Professional Services

Additional Services to be provided by Woolpert are identified below and, if attached, are more fully described in Attachment A to this Addendum, which is incorporated by this reference: City of Carmel, IN Engineering and Streets Departments, Cityworks AMS, Implementation Services Statement of Work, Dated September 30, 2016.

## Section 3. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested Additional Services shall be as Identified in Attachment A and summarized below as follows:

A Lump-Sum Fee of \$168,912.00 for the following phases:

- Project Management (Phase PM)
- Quality Management Program (QMP)
- Implementation Planning (Phase 1)
- System Design and Configuration (Phase 2)
- Advanced AMS Functionality Design and Configuration (Phase 3)
- Core System Deployment (Phase 4)

Travel costs will be billed as actual expenses and will not exceed \$12,000.00.

## Section 4. Schedule for Additional Services

The schedule for Additional Services and adjustments, if any, to the overall Project schedule shall be as described in Attachment A.

Woolpert will commence the Services described herein upon receipt of a fully executed copy of this Addendum.



## PROJECT COST ESTIMATES

Estimated Project Costs for services are provided in the following table. Project-related services as detailed in this Statement of Work will be performed on a Firm Fixed Fee basis.

Task	Cost
<b>PROJECT ROLL-UP:</b>	<b>\$168,912.00</b>
<b>PROJECT MANAGEMENT &amp; QUALITY CONTROL .....</b>	<b>\$23,857.00</b>
<b>PHASE 1: IMPLEMENTATION PLANNING.....</b>	<b>\$ 27,995.00</b>
Task 1.1: Conduct Pre-Planning Discovery .....	\$10,515.00
Task 1.2: Configure Streets/Engineering Domain.....	\$320.00
Task 1.3: Provide Asset Management (AM) Software Demonstrations .....	\$4,340.00
Task 1.4: Conduct Business Process Reviews .....	\$12,820.00
<b>PHASE 2: SYSTEM DESIGN AND CONFIGURATION .....</b>	<b>\$ 42,320.00</b>
Task 2.1: Prepare Configuration Documentation .....	\$5,920.00
Task 2.2: Provide Asset Management Software Configuration Training .....	\$2,560.00
Task 2.3: Facilitate Core AM Software Configuration .....	\$25,280.00
Task 2.4: Review and Approval of Updated System and Configuration Documentation .....	\$4,220.00
Task 2.5: Provide AM Software Demonstrations.....	\$4,340.00
<b>PHASE 3: ADVANCED AMS FUNCTIONALITY DESIGN AND CONFIGURATION.....</b>	<b>\$ 30,750.00</b>
Task 3.1: Develop Application Interfaces (Not in SOW) .....	\$ 0.00
Task 3.2: Perform Data Conversion of Legacy Data Sets .....	\$20,270.00
Task 3.3: Develop Custom Reports and Dashboards .....	\$10,480.00
Task 3.4: Develop and Deploy Mobile AM Software Applications (Not in SOW).....	\$ 0.00
<b>PHASE 4: CORE SYSTEM DEPLOYMENT .....</b>	<b>\$ 31,990.00</b>
Task 4.1: Develop Test Plan.....	\$4,700.00
Task 4.2: Provide Tester Training .....	\$6,560.00
Task 4.3: User Acceptance Testing .....	\$5,660.00
Task 4.4: Provide End-User Training.....	\$8,670.00
Task 4.5: Provide Go-Live Support .....	\$6,400.00
<b>PHASE 5: EXTENDED SUPPORT (NOT IN SOW).....</b>	<b>\$ 0.00</b>
<b>*ESTIMATED TRAVEL COSTS .....</b>	<b>\$ 12,000.00</b>

\*Travel and expenses will be billed at actual costs for all reasonable project-related travel expenses.



## GENERAL

The City of Carmel Engineering and Streets Departments intend to implement the Cityworks Server Asset Management System solution (Cityworks AMS) to support work order and asset management functionality for the assets they maintains. To this end, the City has engaged Woolpert to provide the implementation services required to deploy the Cityworks AMS solution. The Engineering Department does not currently utilize any form of computerized maintenance management system (CMMS); work is currently tracked in Excel. The Streets Department does have existing work order information in an Access database.

The complete system implementation will be performed in phases, with the first phase to include deployment of the core Cityworks AMS solution for service requests, work orders, and inspections. This implementation will leverage the Cityworks implementation for the client and will be designed to allow cross-departmental work to be shared within the system. A future implementation phase could be considered which would use the Cityworks Permitting, Land, and Licensing (PLL) product to implement comprehensive permitting processes within Cityworks. .

Future Cityworks AMS implementation phases may include a potential integration with the City's financial information and human resources systems.

This Statement of Work only addresses the initial Core Cityworks AMS solution Implementation tasks. Future implementation phases will be covered under a series of separate statements of work.

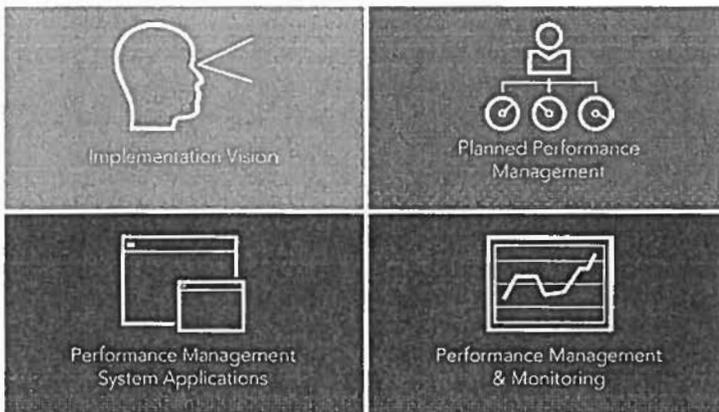


Figure 1 - Enterprise Asset Management Implementation - Guiding Principles

Woolpert's Enterprise Asset Management System implementations are focused on delivering a comprehensive set of technology tools and asset management best practices that support our clients' planned asset sustainability performance objectives. We achieve our clients' objectives by first understanding their *Implementation Vision* and then defining the *Planned Performance Management* strategies to achieve the vision. We then design and deploy the *Performance Management System Applications* required to support sustained *Performance Management & Monitoring*.

There are many related tasks and sub-tasks that have to be properly executed to ensure a successful outcome of a high-value Enterprise Asset Management System deployment.

***Woolpert's project methodology fully addresses all aspects of this complex project and ensures all critical success factors are fully addressed in a logical order.***

Services, and associated deliverables, are categorized into five (5) major phases, as more fully detailed in the following sections. Completion of each phase (in order) will culminate with the execution of a Phase Acceptance and Close document signifying the Client's acceptance of the services rendered to date and authorization for Woolpert to proceed with work on the subsequent task.

Our project plan and associated budget and schedule were developed using the following bounding assumptions taken from discussions with Client staff:

- The following Departments / Divisions will be implemented per this Statement of Work (Scope of Services)
  - o Engineering Department



- Streets Department
- The system will support a multitude of service request, work order, and inspection workflows
- Work orders will be configured to support the range of maintenance activities including preventative maintenance, scheduled corrective maintenance, un-planned reactive maintenance
- In order to implement the Cityworks AMS solution, the client will have to establish an Environmental Systems Research Institute (Esri) ArcGIS / ArcSDE geodatabase of its assets. The effort required to accomplish this is not included in this Statement of Work.
  - It is understood that the Engineering Department already has the majority of its assets in an ESRI geodatabase
  - The Streets Department is currently working on migrating assets out of Cartegraph into an ESRI geodatabase and anticipates completing by the fourth quarter of 2016
- This SOW includes GIS review workshops for both Streets and Engineering Departments
  - Woolpert will develop recommendations for updating the GIS to optimize Cityworks functionality
  - The client shall be responsible for implementing all recommendations and in a timely fashion allowing the project to maintain anticipated schedule
- Any delays in project schedule could result in additional effort and fee being added to the project
- This project does include tasks for migrating existing work order data from existing Access databases in to Cityworks for Streets
  - Work order data that does not contain a link to the GIS asset can be migrated but will not be automatically linked to the asset as part of this project
- This project includes tasks for developing reports
  - The main report that this task will focus on is the NPDES Permit report.
  - This task will accommodate the development of up to ten (10) custom reports
- Since the Cityworks system is already in use by other City of Carmel departments, the installation/software set up task has been reduced to only providing support to IT for setting up the development environment and domain for this project
- The Client is to identify and empower a Project Manager
- The Client is to identify and empower two (2) power users from Engineering, two (2) power users from Streets, one (1) from the GIS Department and one (1) from the IT department for a total of six (6) power users. This will constitute the Client Core Team.
- Deliverables may be subdivided to address aspects unique to Streets and Engineering departments but will not be divided into two distinct deliverables
- Unless otherwise noted tasks and sub-tasks will be jointly conducted with both Engineering and Streets departments



## PROJECT MANAGEMENT

An Enterprise Asset Management system implementation is a complex endeavor that presents a variety of technical and organizational challenges that will need to be identified, analyzed, understood, and managed throughout the implementation in order to ensure a successful outcome. Woolpert's Project Management approach provides for the resources and tools needed to successfully manage the project throughout the implementation lifecycle, including:

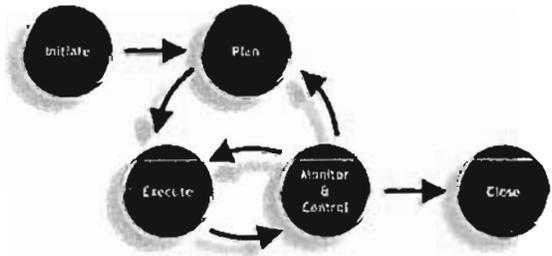


Figure 2 - Project Life-Cycle Process Groups

- **Initiation.** project authorizations and expectations
- **Planning.** project definitions, objectives, deliverables, analysis of alternatives
- **Execution.** coordination of resources, quality management, product and service delivery
- **Monitoring and Controlling.** monitoring and measuring to identify variances and imitate corrective actions
- **Close-Out.** acceptance of project deliverables and results

To fulfill each of these objectives, Woolpert will employ the project management tools described in the following sections:

### TASK PM.1: PROJECT ADMINISTRATION

Woolpert will provide the following general project administration tools and services:

- Establish a Central Desktop shared website so that all project team members can effectively collaborate through a single web-based portal. Central Desktop is a secure project collaboration web site where team members will post project schedule details and in-process / final deliverables, assign responsible parties to tasks, share technical documentation, as well as utilize other project collaboration tools. Figure 3 depicts a typical Central Desktop work site.



Figure 3 - Woolpert's Project Collaboration Web Site

- Develop, in cooperation with the Client's project manager, a project plan and schedule;
- Proactively manage and update project plan and schedule, as required, throughout the duration of the project. Project plan and schedule modifications will be facilitated upon common agreement between the Client and Woolpert in accordance with the issue control process detailed in the project plan;
- Coordinate project events with the Client's project manager and Woolpert team members;
- Author, edit, review, and distribute project documentation and technical reports as required;



- Facilitate in-process review meetings with the Client's project manager, committees, management, and end-users as scheduled, as appropriate, throughout the duration of the project;
- 
- Perform miscellaneous project administration (e.g. arrange travel, internal project updates); and
- Anticipate problem areas and propose and facilitate solutions

#### Deliverables

---

- DRAFT and FINAL project plan
- Monthly project status reports
- On-going project management, including resource allocation, invoicing and general consulting
- Password protected project collaboration environment and issue log management

#### Assumptions

---

- The activities discussed in this section will begin once a Written Notice-to-Proceed is received from the Client

#### Client Responsibilities

---

- Assemble a team of domain and technical experts and have representation of all divisions / work groups involved throughout all phases of the project
- Provide a point of contact for all project management issues and questions
- Review, comment and accept draft project work plan within five days of document delivery
- Schedule appropriate internal staff and provide facilities for on-site meetings and off-site conference calls
- Review and accept project status reports, or otherwise provide comments on same within a reasonable time frame

### TASK PM. 2: PROJECT KICK-OFF MEETING

As soon as is reasonably feasible, following receipt of the Written Notice to Proceed, Woolpert's project manager will work with the Client's project manager to schedule a Project Kick-Off Meeting. This meeting will be facilitated on-site at the Client's facilities for the purpose of: 1) establishing the necessary project management protocols to be adhered to by all stakeholders, 2) reviewing the Client's implementation goals and objectives with all team members, 3) identifying any Client-owned source documentation necessary to support the project, 4) identifying all critical path schedule milestones, and 5) addressing any outstanding scope or schedule questions that Client stakeholders may have. Said meeting shall be of a duration suitable for addressing each of the items previously listed. Development of the kick-off meeting agenda shall be the joint responsibility of Woolpert's and the Client's project managers.

#### Deliverables

---

- Kickoff meeting agenda
- On-site project kick-off meeting (half day)

#### Assumptions

---

- The activities discussed in this section will begin once a Written Notice-to-Proceed is received from the Client



Client Responsibilities

- Schedule meeting space and supporting technology peripherals suitable for the kick-off meeting
- Coordinate and schedule meeting attendees

TASK PM.3: PROJECT SCHEDULE COORDINATION

Project schedule coordination and management will be performed using Microsoft Project software. Project schedules and tasks will be monitored and adjusted as needed, depending upon the Client's priorities and ability to make its staff and facilities available at the appropriate times throughout the project. An updated project schedule delineating resources, scheduled tasks, and completed tasks will be maintained and available to all Woolpert and Client project participants.



Figure 4 - Microsoft Project Gantt Chart

Deliverables

- Project schedule maintained and monitored on an on-going basis

Assumptions

- The activities discussed in this section will begin once a Written Notice-to-Proceed is received from the Client

Client Responsibilities

- Review project schedule on an on-going basis

TASK PM.4: CLIENT PROGRESS MEETINGS

Woolpert will facilitate a regular occurring progress meeting. Woolpert's project manager will participate in regularly scheduled project progress meetings with the Client's project manager and designees for the purpose of reviewing project issues including: 1) activities, action items, and deliverables completed to date; 2) activities, action items, and deliverables in process or scheduled; 3) technical or contractual issues that require corrective action. Woolpert meeting participants will include Woolpert's project manager and ad hoc team members, as required. Client meeting participants will be as deemed necessary by the Client's project manager, or as requested by Woolpert's project manager.

When feasible, Client Progress Meetings will be held onsite at the Client's facilities in conjunction with other scheduled onsite tasks. Otherwise, Client Progress Meetings will be facilitated remotely using teleconference and web meeting tools.

Deliverables

- Regular Progress Meetings
- Progress Meeting Minutes from each meeting posted to the project website
- Monthly Project Status Reports posted to project website

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#### Assumptions

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- The activities discussed in this section will begin once a Written Notice-to-Proceed is received from the Client
- Project Status Meeting frequency shall be determined jointly by the Woolpert and Client Project Managers and may vary depending on project phase

#### Client Responsibilities

---

- Schedule appropriate internal staff and provide facilities for on-site meetings and off-site conference calls
- Review and accept project status reports, or otherwise provide comments on same within a reasonable time frame
- Schedule meeting space and supporting technology peripherals suitable for on-site meetings
- Coordinate and schedule meeting attendees

#### TASK PM. 5: INTERNAL COORDINATION MEETINGS

---

Internal coordination meetings will be held on a regular basis to ensure continuous communication about tasks in process, scheduled tasks, and any issues impacting a successful implementation. Woolpert's project manager will also utilize these meetings to gather information from project team members required to manage on-going resource loading.

#### Deliverables

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- Regularly scheduled internal coordination meetings

#### Assumptions

---

- The activities discussed in this section will begin once a Written Notice-to-Proceed is received from the Client

#### Client Responsibilities

---

- None

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## CHANGE CONTROL

This section defines how changes to the original objectives and/or deliverables defined in the contract Statement of Work will be handled. Both Woolpert and the Client recognize that changes are a normal part of the project life cycle. Woolpert believes that managing change to project scope, cost, and schedule are critical to a project's success and employs a comprehensive approach to change control. Woolpert's established change control process is documented as follows:

Any project team member (Client or Woolpert) may initiate a Change Request whenever there is a perceived need for a change that will affect the desired or anticipated outcome of the work or any element of the project. The project team member will use a Change Control Notice (CCN) form as appropriate for the change:

- Agreement to a Change Request signifies agreement to a change in overall costs, functionality, time scales, or other identified project impact.
- Changes will be identified and communicated by/to the respective Project Managers by any of the prescribed communication channels. Change Requests may be introduced via verbal conversation or other form of communication but must be supported by the appropriate CCN document.
- All CCN's will be signed by both the Client and Woolpert Project Managers to indicate acceptance of the changes.
- All project participants should understand that time is of the essence when initiating, reviewing, negotiating, and approving Change Requests, as any delays to work in progress caused by a CCN may impact the overall project schedule and budget.

All request changes should be managed from their initiation through to their completion (acceptance or rejection) within five (5) business days from the start of the process. If the Client and Woolpert project managers cannot reach common agreement on the request change within this time frame, the issue will be elevated to the next level of management (both Client and Woolpert) for resolution. During the resolution process, all downstream project tasks potentially impacted by the requested change will be placed on hold until such time that resolution is achieved.

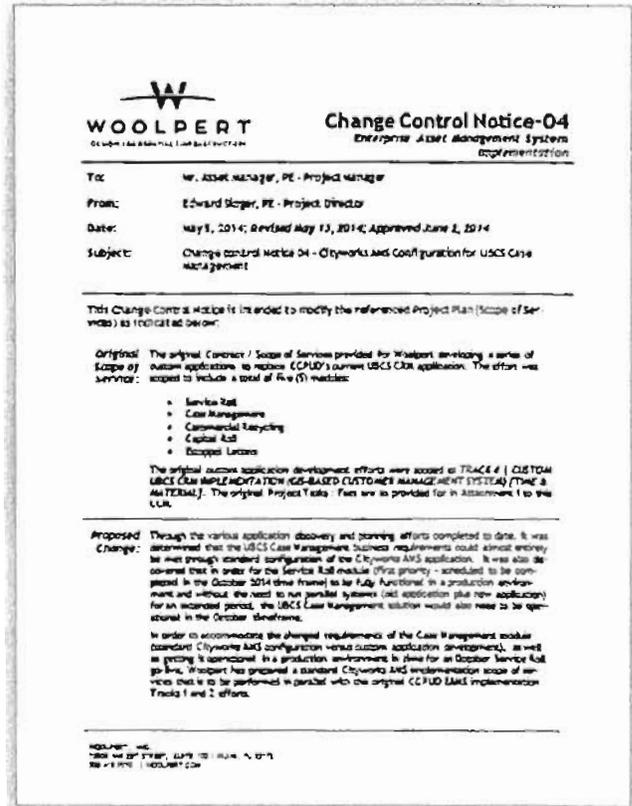


Figure 5 - Sample Change Control Notice

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The following workflow diagram graphically depicts the above detailed process:

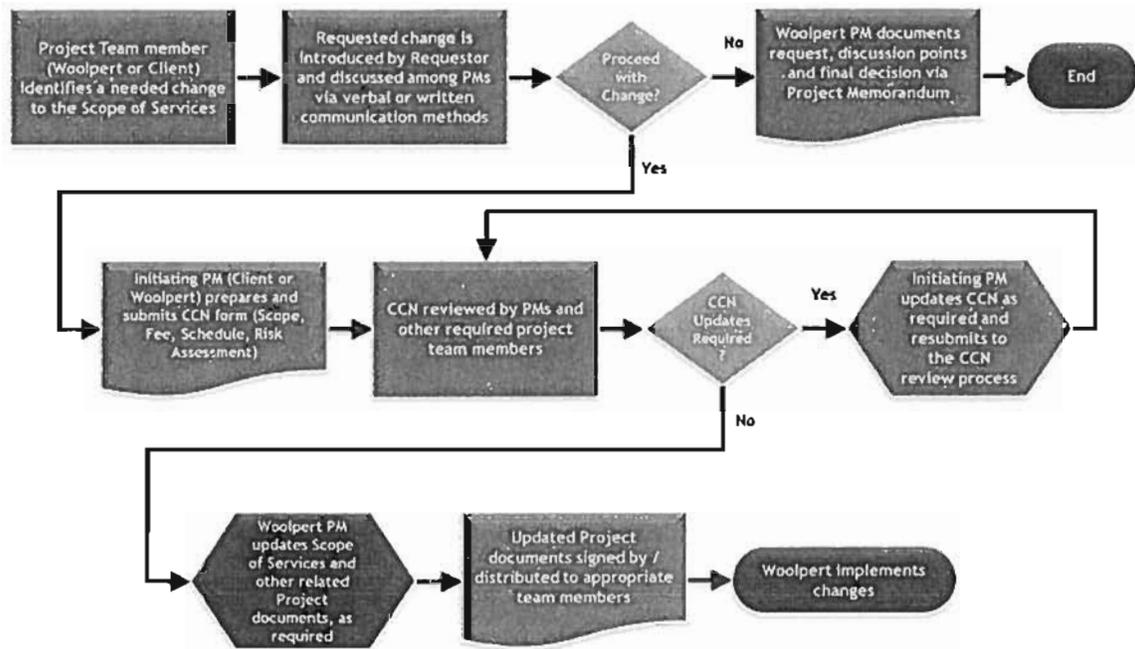


Figure 6: Change Control Process

Each Change Control Notice (CCN) will clearly document the following:

- Date
- Change Control Number
- CCN Initiated By
- Original Scope of Services (language from the original scope that is being considered for change)
- Proposed Change (narrative of the proposed change(s) being sought)
- Schedule Impact (details about the proposed change(s) impact to the overall project schedule)
- Fee Impact (details on the proposed change(s) impact to the project budget)
- Risk Assessment (narrative discussion about the risks the proposed change(s) will introduce to the project and the ways in which said risk will be mitigated)
- Acceptance Signatures (Woolpert and Client project managers)

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## TECHNICAL APPROACH

Woolpert has developed a five-phase approach to implementing content rich enterprise asset management solutions. Each of the five technical phases is executed in conjunction with continuous Project Management, Knowledge Transfer & Change Management, and Quality Management activities. Deliberate execution of each phase, with continuous client involvement and feedback enables Woolpert to ensure a successfully planned, designed, configured, and deployed asset management solution that is used and useful immediately upon "Go-Live", provides for the tools and resources needed to support current and planned asset management activities, and provides the means to continuously monitor and measure improvement activities.

Each of our five phases is performed in order, with specific task deliverables achieving client acceptance throughout the phase. The culmination of each phase is solidified by a Phase Acceptance and Close-out process that signifies delivery and acceptance of all of the Phase Tasks / Sub-Tasks and clears the way to proceed with the next subsequent phase.

Each of the five phases, depicted in the following Implementation Phase diagram, *Figure 7 - Implementation Phases*, are presented in detail in the subsequent sections of this Statement of Work document.

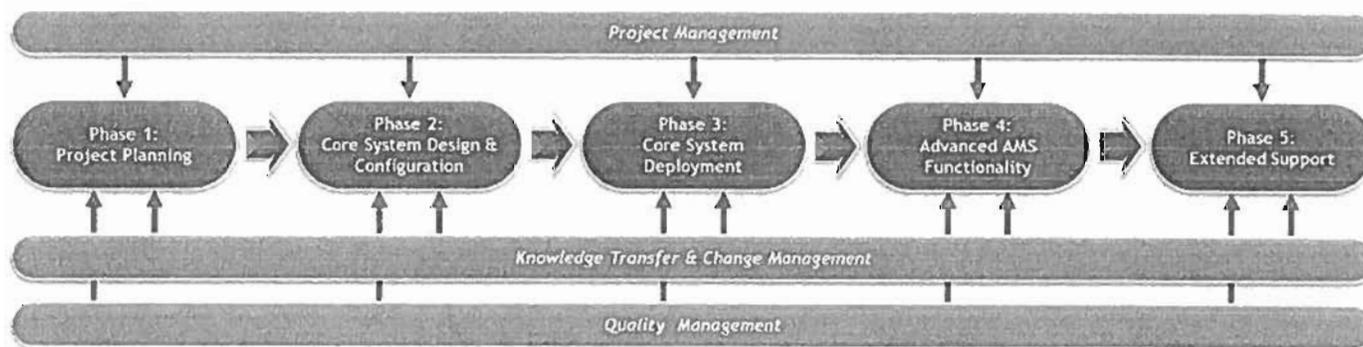


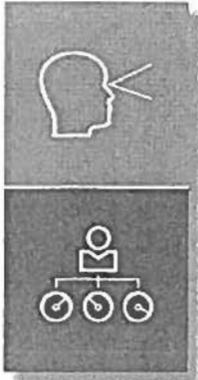
Figure 7: Implementation Phases

Note that this project includes implementation of Phases 1-4 only. Phase 5 (Extended Support) is not included in this SOW.

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## PHASE 1 - IMPLEMENTATION PLANNING



The Implementation Planning tasks are performed for the purpose of verifying / establishing and documenting a clear purpose for the asset management system implementation. Functional and technical requirements that were published in the request for proposal are reviewed with Woolpert's implementation team and the Client's management and technical team leads in order to align goals and expectations and to establish critical success factors as a means to measure implementation milestones.

Woolpert will facilitate a number of Pre-Planning discovery tasks comprised of a desktop audit of pertinent asset management data, followed by a series on-site discovery workshops designed to identify, validate, and document levels-of-service and key asset management program metrics that Woolpert will configure the new solution to support. In those instances where the client organization does not yet have well-defined performance metrics, the Woolpert implementation team will provide some examples of metrics used within their industry that the client can adopt prior to commencement of project activities or grow into as use of the system matures over time.

Cityworks AMS has already been installed as part of a separate project for the Utilities Department. Woolpert provided installation and set-up training to the IT staff during that project. Woolpert will provide guidance to IT and the Streets/Engineering department administrators in establishing the development and production environments for this project.

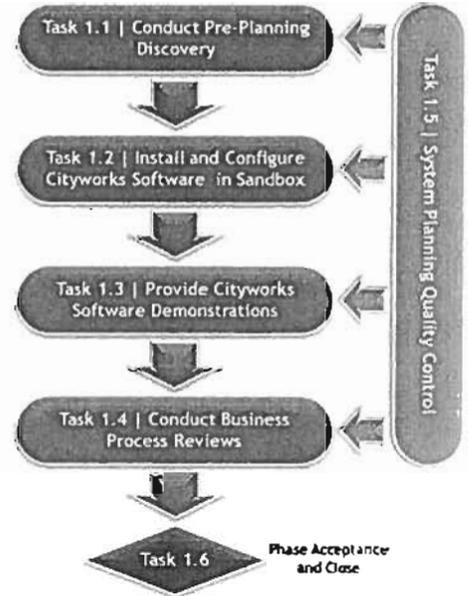


Figure 8: Phase 1 - Implementation Planning

### Key Implementation Planning (Phase 1) Deliverables

- Pre-Implementation Planning Discovery Technical Memorandum
- Support for Development Environment and Domain set up
- Asset Management Software Solution Demonstrations
- Business Process Workflow (Best Practices) Documentation

Additionally, as part of Woolpert's continuous knowledge transfer and change control efforts, we provide a series of software demonstrations to the client team early in the process. This early introduction to the system imparts a level of understanding among those client team members that will be asked to make design and configuration decisions. This is the first of many software demonstrations that will be used throughout our implementation process.

The Planning Phase culminates with a series of Business Process Review workshops whereby Woolpert works with the client's key technical staff to establish a best practices approach to managing the request, work order, and inspection data that will be captured, routed, acted-upon, and reported within the asset management software application.

Each of the related Implementation Planning Tasks and Sub-Tasks are detailed in the following sections.

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### TASK 1.1: CONDUCT PRE-PLANNING DISCOVERY

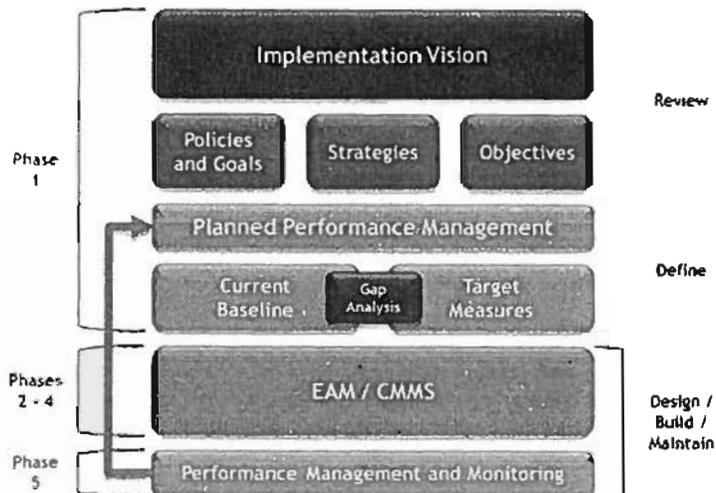


Figure 9 - Performance Management Roadmap

Woolpert's Project Manager and Program Director will jointly facilitate a series of pre-planning discovery activities for the purposes of: 1) understanding the Client's over-arching corporate asset management objectives and strategies; 2) aligning the Client's stated technical and functional requirements with the governing project plan; and 3) identifying and documenting any critical performance requirements that have not been adequately addressed to date (critical / unique asset performance measures, system interfaces, unique workflow details, specific reporting requirements, data conversion requirements).

Ultimately, we are utilizing this pre-planning discovery opportunity to engage the Client's management team and technical leads to define the target asset performance measures the implemented asset management system will be required to support. By

clearly articulating the implementing organization's implementation vision and aligning this with the corporate policies and goals, strategies, and objectives, we are able to establish the desired "to-be" position at the very on-set of the project. Woolpert will then compare requirements to the Client's current asset management strategy baseline to define the outstanding measures that need to be implemented as part of the overall project. This will clearly establish the "roadmap" our project team and the Client's project participants will utilize to navigate the design, configuration, and deployment phases of the project. *Figure 9 - Performance Management Roadmap*, above illustrates how the pre-implementation planning discovery is used to align implementation goals and objectives and establish the requisite implementation road map.

Any program elements that are discovered during this process that are not part of the Project Plan will be presented to the Client's management team for consideration. At their discretion, the Client's management team may elect to: 1) have these added to a revised Project Plan for inclusion in the core project implementation; 2) wait to address these issues as part of the Phase 5 - Extended Support; or 3) place them in a "parking lot" for future consideration outside of the scope of this implementation plan. Depending upon the Client's decision, Woolpert will make any necessary adjustments to the Project Plan and obtain acceptance from the Client.

Related sub-tasks are as follows:

- Sub-Task 1.1.1: Prepare Request for Information
- Sub-Task 1.1.2: Submit RFI to Client PM
- Sub-Task 1.1.3: Client PM to Facilitate Data Gathering Process and Provide Data to Woolpert (Client-Owned Task)
- Sub-Task 1.1.4: Woolpert to Perform Desktop Audit of Collected Information
- Sub-Task 1.1.5: Woolpert to Prepare for On-Site Discovery Workshops
- Sub-Task 1.1.6: Woolpert to Facilitate Pre-Planning Discovery Workshops (On-Site Task)
  - o Sub-Task 1.1.6.1: Engineering Discovery
  - o Sub-Task 1.1.6.2: Streets Discovery

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- Sub-Task 1.1.7: Woolpert to Document Workshop Findings and Update Implementation Scope of Services, Assumptions, and Risk Plan
- Sub-Task 1.1.8: Woolpert to Submit Updated Documentation to Client PM
- Sub-Task 1.1.9: Woolpert to Facilitate Remote Review Meeting with Client Technical Team

#### Deliverables

- Woolpert will prepare a Request for Information and submit it to the Client PM
- Woolpert will perform a desktop review of the data provided by the Client PM
- Woolpert's Project Manager and a Systems Analyst will facilitate a series of discovery workshops, on-site at the Client's facilities, over the course of two (2) consecutive business days
- Woolpert will document the workshop discussions and finding in the form of a Technical Memorandum and submit it to the Client PM
- Woolpert will facilitate a remote conference call meeting with the Client team to review the contents of the Technical Memorandum

#### Assumptions

- The Client's project manager will provide the Data gathered from the Request for Information no later than one week before the pre-discovery workshops
- All activities, other than the actual workshop will be performed remotely
- The Client's project manager will ensure site readiness and staff participation for the workshop
- Core team members from the Streets Department will participate in the discovery session for the Engineering Department

#### Client Responsibilities

- The Client PM will facilitate the data gathering process to collect the information detailed in Woolpert's RFI
- The Client PM will secure appropriate meeting facilities in which Woolpert will conduct the workshops
- The Client PM will schedule all Client workshop attendees
- All identified Client workshop attendees will actively participate in the on-site meetings without undue interruption
- The Client PM and technical project team members will review the Technical Memorandum and provide feedback to Woolpert in a timely fashion
- The Client PM and technical project team members will participate in a remote conference call review meeting with the Woolpert PM

### **TASK 1.2: INSTALL AND CONFIGURE CORE AMS SOFTWARE IN A SANDBOX ENVIRONMENT**

The core Asset Management (AM) software, other supporting AM applications, and a pre-configured sample AM database have already be installed within the Client's networked environment via the prior Cityworks project. Woolpert will provide support to Carmel administrators in setting up the Streets/Engineering domain and development environment.

#### Deliverables:

- Woolpert's Senior Cityworks Analyst will provide up to two (2) hours of remote support to set up the domain and development environment



#### Assumptions

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- Client IT staff possesses the baseline Cityworks administration knowledge to facilitate the domain set up with remote assistance from Woolpert
- The Client will create a login for Woolpert for the necessary access to test, configure and deploy during the course of the project

#### Client Responsibilities

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- Lead domain and development environment set-up
- Create the logins for Woolpert with the necessary permissions

### **TASK 1.3: PROVIDE ASSET MANAGEMENT (AM) SOFTWARE DEMONSTRATIONS**

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Using the existing Cityworks Development environment, Woolpert will facilitate a series of on-site software demonstrations for the purpose of introducing the Client's project team members to the core functionality and features of the AM software application(s). For many of the Client's project team members, this will be their first exposure to the new AM software. These demonstrations will provide an initial overview of the features and functions of the new software and will serve as a basis of on-going software training and knowledge transfer that will increase in frequency and complexity as the project progresses through the subsequent design, configuration and deployment phases. The on-site software demonstrations will be facilitated multiple times over a two (2) day period to accommodate project team member schedules.

Shortly after completion of the on-site software demonstrations, a Woolpert Implementation Specialist will work with the Client's identified AM System Administrator to establish Sandbox log-ins for each identified project team member so that they may log into the system at their leisure to further explore the AM software workflows and capabilities.

Related sub-tasks are as follows:

- Sub-Task 1.3.1: Woolpert to Prepare Software Demonstration Agenda
- Sub-Task 1.3.2: Woolpert to Submit Agenda to Client PM
- Sub-Task 1.3.3: Client PM to Prepare Site for Software Demonstrations (Client-Owned Task)
- Sub-Task 1.3.4: Woolpert to Provide Software Demonstrations (On-Site Task)

#### Deliverables

---

- Woolpert will develop a Software Demonstration agenda and provide same to the Client project manager
- Woolpert will provide a Systems Analyst onsite for one (1) day to facilitate the Software Demonstrations

#### Assumptions

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- Software Demonstrations will be facilitated utilizing the newly installed on-premise AM software environment
- The Client's project manager will ensure site readiness and staff participation for the Software Demonstrations
- The Client's project manager will provide a conference room or training room with a projector. During the Software Demonstrations, individual computers are not needed for the



participants. The software functionality will be demonstrated from the instructor's computer.

- The Client's project manager will ensure Woolpert is provided access to the AM software environment installed on-premise

Client Responsibilities

- Client project manager to review and accept agenda for Software Demonstrations
- Client project manager to schedule and accommodate the appropriate Client project team members such that they are available, without undue interruption, for the required number of days
- Secure an appropriate training facility suitable for participants

TASK 1.4: CONDUCT BUSINESS PROCESS REVIEWS

The objective of the business process reviews is three-fold: 1) provide Woolpert's implementation team with a deep understanding of the Client's desired work / asset management work flows / business processes, 2) provide Client project participants with a deeper understanding of the impending business process improvements introduced by the planned AM software solution, and 3) establish asset life-cycle management and work management workflows in the context of the Client's asset management strategies and as supported by the AM software's functional and technical capabilities.

One of the main features of today's leading asset and maintenance management software applications is their ability to be configured to fit the unique manner in which an organization manages and executes its infrastructure maintenance management activities. Over the course of many asset management system implementation engagements, Woolpert has learned that: 1) documenting asset management software workflows can be a rather overwhelming task for the Client's technical leads; and 2) the service request, work order, and inspection life-cycles that need to be managed within the asset / maintenance management software application is 80 - 90 percent standard across all implementing organizations. Given these two facts, *Woolpert has developed a standard set of "best practice" workflow templates that we use to facilitate understanding of the work management life-cycle and we tailor these standard templates, samples of which can be found in Figure 10 - Example AM Software Workflow Diagrams, to accommodate the implementing organization's unique "planning, scheduling, and execution" workflows.* We have found that this approach saves time, money, and introduces a substantial level of best industry practices for work management activities right at the on-set of the project.

Woolpert will facilitate a series of on-site workshops that investigate a number of standard work management work flow diagrams detailing the life-cycle management of work requests within the AM software application. The eight (8) primary workflow areas addressed will include:

- |               |                |                           |
|---------------|----------------|---------------------------|
| 1. Initiation | 4. Scheduling  | 7. Emergency Work         |
| 2. Screening  | 5. Assignment  | 8. QA Review & Completion |
| 3. Planning   | 6. Performance |                           |

Additionally, Woolpert will address the following three (3) related work flows:

1. Asset Set-Up and Modification
2. Preventative Maintenance / Predictive Maintenance Work Order Set-Up and Modification

Along with the various workflows, Woolpert will introduce standard work-related codes which will enable the users to perform the necessary research and queries to perform their jobs more efficiently, such as Work Order Statuses and Hold Reasons. Woolpert will explain how these standard codes enable user to track and report on work orders throughout their life-cycle, and how all of these workflows and



codes relate to establishing a work management environment that moves from reactive maintenance to a more proactive maintenance position (one of the multiple asset management best practices Woolpert facilitates through our implementations).

Also, as part of these workshop discussions, Woolpert will expand upon the discussions of Levels of Service, asset performance measures, and specialized reporting requirements to identify any key custom data fields that will need to be taken under consideration during the upcoming (Phase 2) configuration workshops.

Upon the completion of these workshops, Woolpert will compile all of the comments and feedback received from the Client's technical team members (maintenance staff), and update the standard workflow diagrams to reflect local practices. Our past experiences with this exercise indicate that we should not need to make more than a few edits to our standard workflow diagrams. The resultant documentation will later be used by the Client's technical team and system administrators to develop standard operating procedures and training materials.

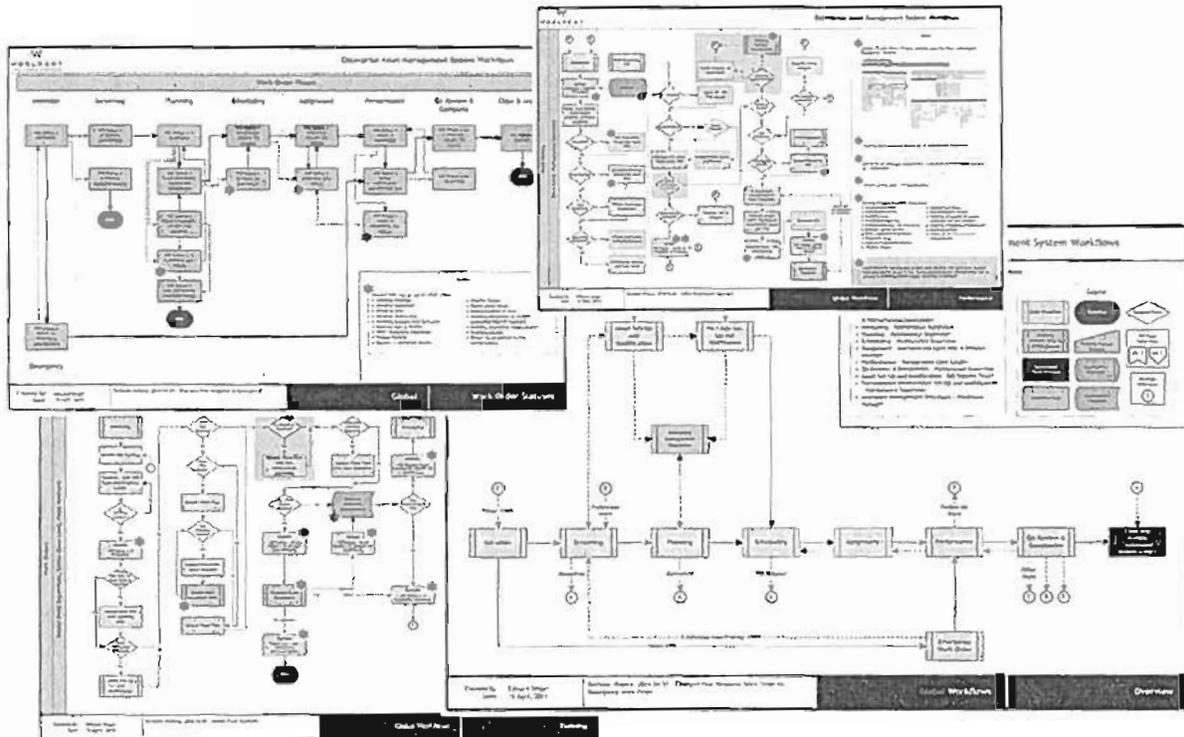


Figure 11 - Example AM Software Workflow Diagrams

Related sub-tasks are as follows:

- Sub-Task 1.4.1: Business Process Review Workshops
  - o Sub-Task 1.4.1.1: Woolpert to Prepare for Business Process Review Workshops
  - o Sub-Task 1.4.1.2: Woolpert to Facilitate Business Process Review Workshops
    - Sub-Task 1.4.1.2.1: Engineering Business Process Review Workshops (On-Site Task)
    - Sub-Task 1.4.1.2.2: Streets Business Process Review Workshops (On-Site Task)
- Sub-Task 1.4.2: Woolpert to Facilitate GIS Review Workshops
  - Sub-Task 1.4.2.1: Engineering GIS Review Workshops (On-Site Task)

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- Sub-Task 1.4.2.2: Streets GIS Review Workshops (On-Site Task)
- Sub-Task 1.4.3: Business Process Review Technical Memorandum
  - o Sub-Task 1.4.3.1: Woolpert to Prepare Draft Business Process Review Technical Memorandum
  - o Sub-Task 1.4.3.2: Woolpert to Submit Draft Business Process Review Technical Memorandum to the Client PM
  - o Sub-Task 1.4.3.3: Client Technical Team to Review Draft Workflow Documentation (Client-Owned Task)
  - o Sub-Task 1.4.3.4: Woolpert to Facilitate Remote Review Meeting with Client Technical Team
  - o Sub-Task 1.4.3.5: Woolpert to Prepare Updates to Business Process Review Technical Memorandum
  - o Sub-Task 1.4.3.6: Woolpert to Submit Final Business Process Review Technical Memorandum to the Client PM

#### Deliverables

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- A Woolpert Senior System Analyst and a Project Manager will facilitate a series of initial on-site Business Process Review Workshops as follows:
  - o Stormwater business process work session for up to one and a half (1.5) business days
  - o Other functions business process work session for up to one half (0.5) days
- A Woolpert Senior System Analyst and a Project Manager will facilitate an initial on-site GIS database design workshop for up to one (1) business day for the purpose of establishing the asset data modeling requirements for Engineering's assets
- Woolpert team members will document the outcomes of the workshops
- Woolpert team members will facilitate a remote review meeting up to two (2) hours in duration with the client technical team to review the draft documentation, update the documentation based on the outcome of the review meeting and submit a final version of the Technical Memorandum.

#### Assumptions

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- All business process work flows discussions will begin with the Woolpert-provided standard workflow documents. The final workflows will not deviate significantly from the Woolpert standards.
- All activities, other than the actual workshops will be performed remotely.
- All workshop activities will be performed on-site.
- The Client's project manager will ensure site readiness and staff participation for the workshops
- Woolpert will not be responsible for making any updates to the client's GIS as a result of the GIS Review Workshops

#### Client Responsibilities

---

- Secure an appropriate meeting facility suitable for participants.
- Schedule and accommodate the appropriate Client project participants such that they are available, without undue interruption, for the required number of days.
- The client shall make recommended updates to the GIS before Woolpert conducts the second round of configuration workshops in Phase 2.

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**TASK 1.5: PHASE 1 QUALITY CONTROL**

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Woolpert technical resources, not regularly involved with this implementation will perform independent quality review of the work processes and deliverable products in accordance with the Woolpert Total Quality Plan.

**TASK 1.6: PHASE ACCEPTANCE AND CLOSE**

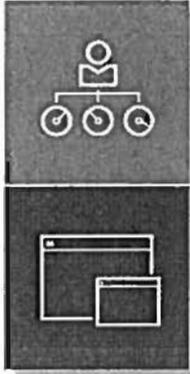
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This is the Phase exit document that the Client project manager signs indicating Woolpert has delivered the Phase 1 services in accordance with the Scope of Work and Project Plan. Phase 2 of this scope will not begin until Phase 1 has been approved by the Client.

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## PHASE 2 - CORE SYSTEM DESIGN AND CONFIGURATION



Using the “road map” developed in Phase 1 as our guide, the Woolpert implementation team will lead the Client’s project team through the AM software configuration tasks. The end result of Phase 2 activities will be a fully configured AM solution - deployed to the Client’s development environment - that is ready to undergo User Acceptance Testing.

*Woolpert plans to expedite deployment of Cityworks by localizing a templated solution rather than developing a fully customized configuration.* Woolpert will initiate the configuration activities by developing a set of configuration documents that include the typical configuration for Collection and Lift Station departments. These will be reviewed by the Client’s technical team for the purpose of gaining a level of familiarity with the various aspects of the system components that will need to be configured (service requests, work orders, inspections, job plans, work crews, default schedule dates, and the list goes on).

Woolpert will then facilitate a series of implementation training courses whereby we will introduce, in greater detail, the AM software solution to the Client’s selected implementation team members. These will be the division managers, maintenance supervisors, and crew leaders that will be expected to provide detailed and direct input into how the AM solution gets designed and configured. This training will prepare these team members to proactively participate in the configuration workshops and make informed decisions as to how their system gets deployed.

Woolpert will then facilitate a series of implementation training courses whereby we will introduce, in greater detail, the AM software solution to the Client’s selected implementation team members. These will be the division managers, maintenance supervisors, and crew leaders that will be expected to provide detailed and direct input into how the AM solution gets designed and configured. This training will prepare these team members to proactively participate in the configuration workshops and make informed decisions as to how their system gets deployed.

### Key Core System Design and Configuration (Phase 2) Deliverables

- Core AM System Configuration Documentation
- AM System Configuration Training
- Core AM System Configuration in the Development Environment
- Core AM System Full-Scale Demonstrations

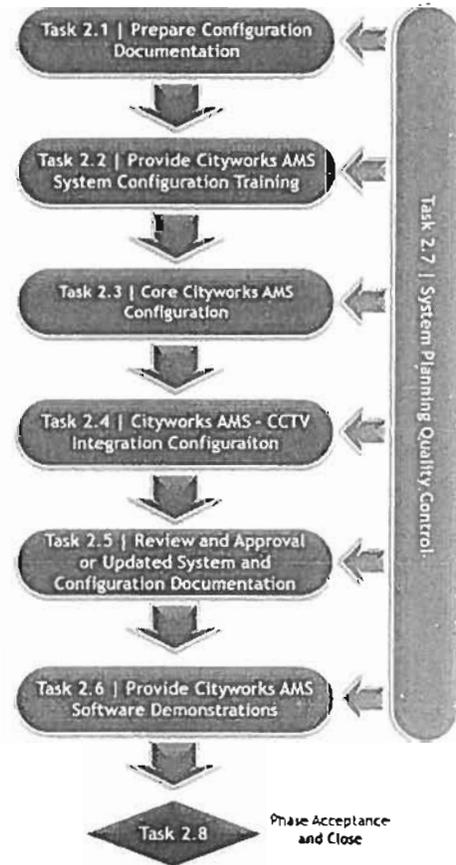


Figure 12: Phase 2 - System Design and Configuration

Following the configuration training, *Woolpert’s implementation team will facilitate a series of on-site configuration workshops, during which the templated AM software configuration will be localized and loaded with the data required to support the Client’s asset / maintenance workflows and support the defined reporting requirements.* Along with the core system configuration, Woolpert will also facilitate configuration of any add-on modules such as inventory management needed to render the core system fully functional.

Once all of the configuration activities have been completed, Woolpert will facilitate a series of on-site system demonstrations. These demonstrations will “walk” the system through all of the asset / maintenance management workflows in the manner they were configured and provide the Client’s technical team an opportunity to comment upon and request modifications to the configuration. After Woolpert updates the configuration (and related documentation) per the demonstration feedback, the system will be ready for User Acceptance Testing (UAT) - Phase 3.

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**TASK 2.1: PREPARE CONFIGURATION AND DOCUMENTATION**

The initial configuration will begin as a templated solution developed by Woolpert through many previous projects where Cityworks AMS was deployed to similar Stormwater and Streets departments. Woolpert will compile the asset management program data gathered and documented through the on-site workshops (pre-planning discovery) and distill this information into the templated configuration and documentation, such that the solution begins to become localized. Localization is the process of creating new and modifying existing work order, service order and inspection templates to meet the implementing departments specific work process and data capture requirements. This configuration documentation, consisting of standard AM system elements, as well as the customized details required to support the Client's specific asset management program, will be used to guide the configuration of the AM system such that it supports the Client's specific work order and asset maintenance management requirements.

Related sub-tasks are as follows:

- Sub-Task 2.1.1: Woolpert to Prepare Draft Templated Configuration Document
- Sub-Task 2.1.2: Woolpert to Configure Development Environment per Templated Configuration Document
- Sub-Task 2.1.3: Woolpert to Submit to Client PM for Review
- Sub-Task 2.1.4: Woolpert to Facilitate Remote Review Meeting with Client Technical Team

Deliverables

- Woolpert team members will develop a set of configuration documents as more fully detailed above
- Woolpert team members will configure the development AMS environment per the templated solution, incorporating local details where known
- Woolpert will facilitate a remote review meeting up to four (4) hours in duration with the Client's technical team

Assumptions

- All above listed tasks will be performed remotely

Client Responsibilities

- Review the prepared Draft Configuration documentation
- Participate in the remote review meeting

**TASK 2.2: PROVIDE ASSET MANAGEMENT SYSTEM CONFIGURATION TRAINING**

Woolpert will facilitate a series of on-site configuration training courses for the purpose of providing the Client's project team members with the AM software knowledgebase needed to support the system design and implementation decisions. Configuration Training will be comprised of a curriculum de-

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Figure 13 - Sample AM System Configuration Documentation Table of Contents

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signed to cover all relative aspects of the AM system configuration. Completion of the configuration training will ensure the Client's project participants (those with Core Team responsibilities) are provided with enough exposure to , and understanding of, the AM software work order and asset management functionality such that they are able to make smart and informed configuration decisions as they relate to the overall implementation objectives. The intent of the Configuration Training is not to provide the skills needed to maintain the daily operations of the system. This End-User Training is provided at a later date.

Configuration Training will be facilitated in a classroom environment (computer lab or training room) on-site at the Client's facilities.

Related sub-tasks are as follows:

- Sub-Task 2.2.1: Woolpert to Prepare Configuration Training Agenda
- Sub-Task 2.2.2: Woolpert to Submit Agenda to Client PM
- Sub-Task 2.2.3: Client PM to Prepare Site for Configuration Training (Client-Owned Task)
- Sub-Task 2.2.4: Woolpert to Provide Configuration Training (On-Site Task)

#### Deliverables

- Woolpert will develop a Configuration Training agenda and provide same to the Client project manager
- Woolpert will provide a Senior Systems Analyst onsite for four (4) hours to provide the Configuration Training

#### Assumptions

- Training will be facilitated utilizing the newly installed on-premise AM software environment
- The Client's project manager will ensure site readiness and staff participation for the training
- The Client's project manager will provide a conference room or training room with a projector. During Configuration Training, individual computers are not needed for the participants. The software functionality will be demonstrated from the instructor's computer.
- Ensure Woolpert access to the AM software environment installed on-premise to perform training

#### Client Responsibilities

- Client project manager to review and accept agenda for training
- Client project manager to schedule and accommodate the appropriate Client project team members such that they are available, without undue interruption, for the required number of days
- Secure an appropriate training facility suitable for participants

### TASK 2.3: FACILITATE CORE AM SOFTWARE CONFIGURATION

Woolpert will facilitate the Core AM Software Configuration through a series of up to two (2) on-site configuration workshops. Workshops will be used to identify datasets unique to each department that are necessary to build out the AMS environment, such as Employees, Materials and Equipment lists. Workshops will also be used to localize the templated configuration. Localization is the process of creating new and modifying existing work order, service order and inspection templates to meet the implementing departments specific work process and data capture requirements. The first round of workshops will address:



- **Domains.** This is the security architecture that determines how employees, work orders and other asset maintenance management information can be shared across organizational boundaries.
- **Employee Hierarchy.** Determines security protocols for each user of the system as well as practical grouping of employees for assignments to work orders, inspections, and service requests (e.g. crews).
- **Work Orders.** Templates for each of the type of maintenance activities that will be performed on each asset in the system
- **Tasks.** Individual work items associated with a work order. For example, a repair sewer main work order might have tasks for establish traffic control, utility locate, excavate, etc.
- **Materials Hierarchy.** Organization and rules for items that are used to repair assets. Examples of materials are things such as pipes and meters.
- **Equipment Hierarchy.** Organization and rules for items that are utilized to complete a work order but are not consumed. Examples are items such as backhoes, vehicles, vacuum trucks, etc.
- **Service Requests.** Templates for requests for service. Many times maintenance activities are initiated starting with a service request whose purpose is to determine if a work is necessary or not.
- **Reporting.** Current or future expected reports will be discussed and designed.
- **Projects.** Projects to be managed within the AMS software

In support of the configuration workshops, Woolpert will have a full version of AM software available to help facilitate ideas and approaches to the configuration - this is also part of the overall iterative learning process. Upon completion of the first round of configuration workshops Woolpert will update the System Configuration and the Configuration Document.

At the end of the first round of workshops, there will be a set of action items for the Client team members, such as compiling a list of employees, work crews, and contractors, as well as hard copies of work orders, reports, inspection forms, and other relevant data sets. Woolpert will prepare a detailed list of action items and submit them to the Client project manager. At the end of first round of configuration workshops, Woolpert expects to have gathered enough information to configure approximately 70% of the Client's desired asset maintenance management functionality.

The second round of workshops will address proposed configuration approaches to service requests, work orders, and inspections identified in the initial workshops. During second round workshops, the Client's actual configured data will be available for viewing within the AM System software. At the end of second round of workshops, Woolpert expects to have gathered enough information to configure approximately 85% to 100% of the Client's Core AM System requirements.

Related sub-tasks are as follows:

- Sub-Task 2.3.1: Round 1 Configuration Workshops
  - o Sub-Task 2.3.1.1: Woolpert to Prepare for Configuration Workshops (First Round)
  - o Sub-Task 2.3.1.2: Woolpert to Facilitate Configuration Workshops (Round 1)
    - Sub-Task 2.3.1.2.1: Engineering Configuration Workshop Round 1 (On-Site Task)
    - Sub-Task 2.3.1.2.2: Streets Configuration Workshop Round 1 (On-Site Task)
  - o Sub-Task 2.3.1.3: Woolpert to Update Configuration Documentation (Round 1)
  - o Sub-Task 2.3.1.4: Woolpert to Perform Configuration in Development Environment (Round 1)
  - o Sub-Task 2.3.1.5: Woolpert to Facilitate Remote Configuration Review Meeting With Client Technical Team
- Sub-Task 2.3.2: Round 2 Configuration Workshops
  - o Sub-Task 2.3.2.1: Woolpert to Prepare for Configuration Workshops (Round 2)
  - o Sub-Task 2.3.2.2: Woolpert to Facilitate Configuration Workshops (Round 2)



- Sub-Task 2.3.2.2.1: Engineering Configuration Workshops Round 2 (On-Site Task)
- Sub-Task 2.3.2.2.2: Streets Configuration Workshops Round 2 (On-Site Task)
- Sub-Task 2.3.2.2.3: Advanced Configuration Workshop Round 2 (On-Site Task)
- o Sub-Task 2.3.2.3: Woolpert to Update Configuration Documentation (Round 2)
- o Sub-Task 2.3.2.4: Woolpert to Perform Configuration in Development Environment (Round 2)
- o Sub-Task 2.3.2.5: Woolpert to Facilitate Remote Configuration Review Meeting With Client Technical Team

#### Deliverables

- A Woolpert Senior Systems Analyst and Systems Analyst will facilitate Round 1 On-Site Configuration Workshops as follows:
  - o Engineering up to two (2) consecutive business days
  - o Streets up to one (1) consecutive business days
- Woolpert staff will update the configuration documentation based on the outcome of the first round of configuration workshops
- Woolpert staff will perform system configuration in the Client's on-premise development environment via remote access
- Woolpert will facilitate one (1) remote in-process configuration review meeting to support the Round 1 configuration, up to four (4) hours in duration, with the Client's technical team
- A Woolpert Senior System Analyst will facilitate Round 2 On-Site Configuration Workshops as follows:
  - o Engineering up to one (1) business days
  - o Streets up to one (1) business day
  - o Advanced Configuration up to one half (.5) business day
- Woolpert will update the configuration documentation based on the outcome of the second round of configuration workshops
- Woolpert staff will perform system configuration in the Client's on-premise development environment via remote access
- Woolpert will facilitate one (1) remote in-process configuration review meeting to support the Round 2 configuration, up to four (4) hours in duration, with the Client's technical team

#### Assumptions

- All workshop preparation activities will be performed remotely
- Actual workshops will be administered on-site at Client facilities
- Client staff participating in the Configuration workshops will do so un-interrupted

#### Client Responsibilities

- Secure an appropriate workshop facility
- Coordinate and schedule workshop participants
- Workshop participants shall actively participate in workshop activities
- Populate the updated GIS database with the Engineering asset inventory (if needed)



- Collect all configuration data identified in Round 1 Workshops and submit to Woolpert within five (5) business days so that they can be loaded prior to Round 2 workshops.

#### TASK 2.4: REVIEW AND APPROVAL OF UPDATED SYSTEM CONFIGURATION AND DOCUMENTATION

Woolpert will submit the updated Configuration Documentation (completed in Tasks 2.1 through 2.3) to the Client for review. The Client's project manager and technical team members will undertake an internal review of this documentation, providing pertinent feedback to Woolpert. Upon completion of this task, Woolpert will have delivered a comprehensive set of configuration documents, updated to reflect the current as-is core system configuration. There will be additional opportunities to update this documentation in future project phases up to and including the final / accepted configuration documents delivered just prior to Go-Live.

Related sub-tasks are as follows:

- Sub-Task 2.4.1: Woolpert to Submit Updated Configuration Documentation to Client PM
- Sub-Task 2.4.2: Client Technical Team to Review Updated Configuration and Documentation (Client-Owned Task)
- Sub-Task 2.4.3: Woolpert to Facilitate Remote Review Meeting with Client Technical Team
- Sub-Task 2.4.4: Woolpert to Update Configuration Documentation per Client Technical Team Review Comments
- Sub-Task 2.4.5: Woolpert to Submit Updated Pre-Final Configuration Documentation to Client PM

#### Deliverables

- Woolpert will submit updated configuration documentation to the Client project manager
- Woolpert will facilitate a remote configuration documentation review meeting, up to four (4) hours in duration, with the Client's technical team
- Woolpert will update the configuration documentation based on the outcome of the Client review and re-submit the updated documentation to the Client project manager

#### Assumptions

- The Client project manager will ensure that the necessary people review and understand the documentation for its accuracy

#### Client Responsibilities

- The Client project manager and technical team will review and provide feedback on the configuration document
- The Client project manager and technical team will participate in a remote configuration document review meeting
- The Client project manager will approve and sign the configuration document

#### TASK 2.5: PROVIDE AM SOFTWARE DEMONSTRATIONS

After completion of the core AM software configuration, and approval of the updated configuration documentation, Woolpert will provide an on-site full AM software demonstration to Client project participants and stakeholders. The demonstration will review the configuration in depth and answer any questions that the Core Team may have. At the end of these meetings, it is anticipated that there may be some minor requested changes to the system configuration. Woolpert will make those configuration updates to the AM software environment and update the configuration documentation, as required.



Related sub-tasks are as follows:

- Sub-Task 2.6.1: Woolpert to Prepare for On-Site Software Demonstrations
- Sub-Task 2.6.2: Woolpert to Facilitate On-Site Software Demonstrations
  - o Sub-Task 2.6.2.1: Facilitate Engineering Software Demonstration (On-Site Task)
  - o Sub-Task 2.6.2.2: Facilitate Streets Software Demonstration (On-Site Task)
- Sub-Task 2.6.3: Woolpert to update AM software configuration based on feedback obtained during software demonstrations

Deliverables

- Woolpert will provide two on-site software demonstrations for up to four (4) hours each to both the Engineering and Streets Departments
- Woolpert will update the AM software configuration in the Client's on-premise development environment, per the demonstration feedback, via remote access

Assumptions

- All demonstration preparation activities will be performed remotely
- Client staff participating in the demonstrations will do so un-interrupted

Client Responsibilities

- Secure an appropriate workshop facility
- Coordinate and schedule demonstration participants

TASK 2.7: PHASE 2 QUALITY CONTROL

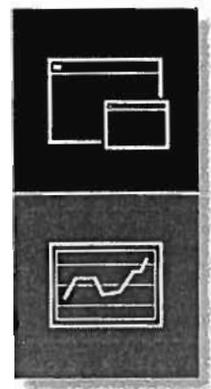
Woolpert technical resources, not regularly involved with this implementation will perform independent quality review of the work processes and deliverable products in accordance with the Woolpert Total Quality Plan.

TASK 2.8: PHASE ACCEPTANCE AND CLOSE

This is the Phase exit document that the Client project manager signs indicating Woolpert has delivered the Phase 2 services in accordance with the Scope of Work and Project Plan.



### PHASE 3- ADVANCED AMS FUNCTIONALITY DEVELOPMENT & CONFIGURATION



While Phases 1 - 2 are focused on deploying the Core Cityworks AMS System functionality that supports work / asset maintenance management activities, Phase 3 tasks are undertaken to deliver the advanced Cityworks AMS system functionality required to deliver robust Enterprise Asset Management capabilities. Phase 3 tasks include the conversion / migration of critical legacy asset data sets needed to establish life-cycle asset performance, as well as the development of custom reports and dashboards. Since Phase 3 tasks have direct dependencies upon Phase 2 Core Configuration tasks it is anticipated that the schedules for Phase 2 and 3 will be interwoven.

Data conversion / migration tasks will also require a "team approach" with Woolpert's implementation team leading the discovery of legacy data, developing the data migration mapping from the legacy system(s) to the new Cityworks AMS database, and developing the database scripts required to move the data sets and test for conformance to data validation rules. It will be the Client's responsibility to provide Woolpert with clean data sets, scrubbed and ready for migration.

Custom reports and dashboard requirements will be defined and refined through the process of implementing the Core solution (Phases 1 - 3). Woolpert will build out the specifications based on information previously gathered and configure the Core Cityworks AMS software as required, as well as writing any additional identified custom reports in one or more report writing solutions (Crystal Reports, SQL Server Reporting Services, etc.).

When all of the above tasks are completed and the advanced functionality has been tested and deployed to the Production environment, the Client's asset management team will have all of the data sets, application tools, and business process workflows needed to support advanced asset management and begin to move the organization to a position of proactive asset sustainability.

**Key Advanced AMS Functionality Development and Configuration (Phase 3) Deliverables**

- Legacy Data Conversion
- Custom Reports and Dashboards

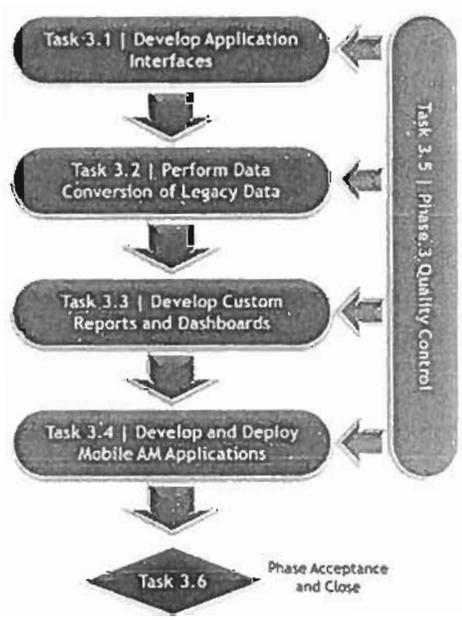


Figure 14: Phase 3 - Advanced AMS Functionality Design and Configuration

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**TASK 3.1: DEVELOP APPLICATION INTERFACES - NOT INCLUDED IN THIS SOW**

Note that this no integration development is included in this scope.

**TASK 3.2: PERFORM DATA CONVERSION OF LEGACY DATA SETS**

```
INSERT INTO azteca.REQUEST
(REQUESTID, PROBLEMCODE, DESCRIPTION,
DETAILS, PRIORITY, PROBADDRESS, INITIA
TEDBY, SUBMITTED, CLOSEDBY, DATETIMEINI
T, DATETIMECLOSED, WORKORDERID, DISPAT
CHTO, DATEDISPATCHTO, STATUS, REQATEG
ORY, CANCEL, EXCURSION, WONEEDED, TITEN
O, PROBLEMSID, DOMAINID, REQUESTFIELDC
ATID, PROBLOCATION)
VALUES(10000, 'Sewer General', 'Gener
al Sewer Request', 'Sewer back
up', '2', '23135 Old Orchard
Trail', 'SYSTEM', 'KHOPE,
PENNY', '', '2001-01-05
15:20:00', '2001-01-05', '', 'ZASTHAN,
MICHAEL', '2001-01-
05', 'CLOSED', 'SEWER', 'N', 'N', 'N', 'B
FV', 1591, 1, 6, 'a telegraph btwn 13
and 14')
```

Figure 15 - Example Data Loading SQL Statement

**Key Data Conversion (Task 3.2) Deliverables**

- Data Conversion Plan
- Data Migration Scripts
- Legacy Data Migrated to New AMS Production Environment

The Client has identified that the existing Cartegraph data and work management data residing in a Microsoft Access database that will need to be migrated from their current legacy systems into the new Cityworks AMS System database. In support of these efforts, Woolpert will facilitate a series of data migration workshops, during which

time we will meet with Client subject matter experts to review and analyze each of the data sets (work orders and inspections).

Woolpert will document the workshop findings in the form of a data conversion plan and submit a draft to the Client project manager for review. Upon the Client's completed review of the draft plan, Woolpert will facilitate a remote review meeting to address the comments. Woolpert will then update the data conversion plan and provide a copy to the Client project manager.

Once the final data conversion plan is agreed upon, Woolpert will work with the Client technical staff to undertake the tasks necessary to move the data sets from the existing Ellipse database and prepare them for loading into the new enterprise asset management databases. It will be the Client's responsibility to extract the source data sets and provide them to Woolpert for transforming and loading into the new Cityworks AMS System database. Once Woolpert receives the data from the Client, we will perform a number of tests on the data sets, checking for data cleanliness, completeness, relevancy, and conformance to the standards established in the data conversion plan. The Client project manager will be notified of any non-conforming data that needs to be scrubbed and re-submitted.

Once this iterative process is complete, Woolpert will transform and load the data into a test database to complete the data conversion. After the Extract-Transform-Load process has been fully tested, the entire process will be documented. Woolpert will then re-run the process just prior to go-live to load the legacy data into the production asset management databases.

Related sub-tasks are as follows:

- Sub-Task 3.2.1: Facilitate Data Migration Workshops
  - o Sub-Task 3.2.1.1: Woolpert to Prepare for Data Migration Workshops
  - o Sub-Task 3.2.1.2: Client PM to Prepare Site for Workshops (Client-Owned Task)
  - o Sub-Task 3.2.1.3: Woolpert to Facilitate Data Migration Workshops (Remote Task)
  - o Sub-Task 3.2.1.4: Document Data Conversion Workshop Findings and Decisions
  - o Sub-Task 3.2.1.5: Submit Draft Data Conversion Plan Documentation to Client PM
  - o Sub-Task 3.2.1.6: Client Technical Team to Review Draft Data Conversion Plan (Client-Owned Task)
  - o Sub-Task 3.2.1.7: Woolpert to Facilitate Data Conversion Plan Remote Review Meeting with Client Technical Team

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- Sub-Task 3.2.1.8: Woolpert to Update Draft Data Conversion Plan Based on Review Comments
- Sub-Task 3.2.1.9: Woolpert to Submit Updated Data Conversion Plan to Client PM
- Sub-Task 3.2.2: Migrate Legacy Data Sets to new Cityworks AMS System Database
  - Sub-Task 3.2.2.1: Client to Generate Flat Files of Legacy Application Data Sets (Client-Owned Task)
  - Sub-Task 3.2.2.2: Client to Provide Legacy Data Flat Files to Woolpert (Client-Owned Task)
  - Sub-Task 3.2.2.3: Woolpert to Configure Data Migration Environment on Woolpert Servers
  - Sub-Task 3.2.2.4: Woolpert to Develop, Test, and Refine Data Loading Scripts
  - Sub-Task 3.2.2.5: Woolpert to Perform Test Data Conversion Load to new Cityworks AMS System Database in Test Environment
  - Sub-Task 3.2.2.6: Woolpert to Review and Analyze Test Data Migration Results
  - Sub-Task 3.2.2.7: Client to Clean-Up Data as Required (Client-Owned Task)
  - Sub-Task 3.2.2.8: Woolpert to Update Data Conversion Scripts as Required
  - Sub-Task 3.2.2.9: Woolpert to Reload Updated Data in Test Environment
  - Sub-Task 3.2.2.10: Woolpert to Facilitate Data Conversion Remote Review Meeting with Client Technical Team

#### Deliverables

---

- One Woolpert data conversion expert will facilitate a remote data review workshop, over the up to four (4) hours, to review and analyze the Cartegraph and MS Access data sets
- Woolpert will prepare a draft data conversion plan and submit to the Client project manager
- Woolpert will facilitate a remote data conversion plan review meeting, up to four (4) hours in duration, with the Client technical team
- Woolpert will update the data conversion plan based on the outcome of the review meeting and re-submit to the Client project manager
- Woolpert will develop a fully tested Extract, Transform, and Load (ETL) process documented and ready to be used for a final data loading at system go-live

#### Assumptions

---

- All data to be converted will be provided to Woolpert in an appropriate digital format
- All data scrubbing and prep work will be performed by the Client
- All data will have appropriate primary and foreign key relationships
- All related data will have appropriate feature IDs capable of tying it to asset features in the Cityworks AMS System / GIS databases
- Only two iterations of data migration will be performed. Should Client's failure to provide properly scrubbed data sets, per the migration specifications, require additional iterations, this work will be performed via Scope Change Order.

#### Client Responsibilities

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- Participate in the on-site data conversion workshops
- Perform all data prep, scrubbing, and extraction of data from source databases
- Review and comment upon the data conversion plan

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**TASK 3.3: DEVELOP CUSTOM REPORTS AND DASHBOARDS**

Woolpert will catalogue all of the necessary reports learned throughout document discovery, work-shops, and other various project meetings. Once the reports have been prioritized, Woolpert's implementation / report development team will subsequently deploy as many of the identified reports as possible within the allocated budget. Woolpert will utilize Crystal Reports to configure and deploy the resultant reports. The reports will be reviewed with Client staff through a series of in-process development reviews. Woolpert will incorporate requested changes into the reports. The reports will be tested as part of the overall User Acceptance Testing efforts.

*Key Custom Reports and Dashboards (Task 3.3) Deliverables*

- Configured Functionality for Extended Reporting Capabilities
- Custom Configured User Dashboards

Related sub-tasks are as follows:

- Sub-Task 3.3.1: Client to Provide Woolpert a Prioritized List of Reports (Client-Owned Task)
- Sub-Task 3.3.2: Woolpert to Review Reports Provided by Client
- Sub-Task 3.3.3: Woolpert to Facilitate Remote Review Meeting with Client Technical Team
- Sub-Task 3.3.4: Woolpert to Develop Custom Reports
- Sub-Task 3.3.5: Woolpert to Facilitate In-Process Review Meetings with Client Technical Team
- Sub-Task 3.3.6: Configure and Test Reports in Development Environment
- Sub-Task 3.3.7: Update Reports Based on Feedback from Review Meetings

Deliverables

- Woolpert will develop as many custom reports as can be achieved within the allocated budget of forty (40) man-hours (exclusive of discovery and review)
- Woolpert will facilitate up to three in-process review meetings, each up to one (1) hour in duration, over the course of report development
- Note that Woolpert will train City staff to create new/modify existing reports in Phase 4

Assumptions

- Some reports may not be able to be developed until all of the system integrations have been fully tested and deployed to the Development environment

Client Responsibilities

- Provide a prioritized list of reports or development consideration
- Participate in the remote in-process review meetings

**TASK 3.4: DEVELOP AND IMPLEMENT DATA EXTRACTION SCRIPTS - NOT INCLUDED IN THIS SOW**

Note that this Task is not included in this SOW.

**TASK 3.5: DEVELOP AND DEPLOY MOBILE CITYWORKS AMS SOFTWARE APPLICATIONS**

Implementation and evaluation of Mobile Cityworks AMS Software applications beyond training users on procedures for the Cityworks native applications is not included in this SOW.

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**TASK 3.6: PHASE 3 QUALITY CONTROL**

---

Woolpert technical resources, not regularly involved with this implementation will perform independent quality review of the work processes and deliverable products in accordance with the Woolpert Total Quality Plan.

**TASK 3.7: PHASE ACCEPTANCE AND CLOSE**

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This is the Phase 3 exit document that the Client signs indicating Woolpert has delivered the Phase 3 services in accordance with the Scope of Work.

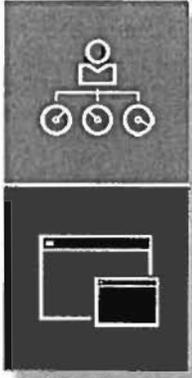
EXHIBIT

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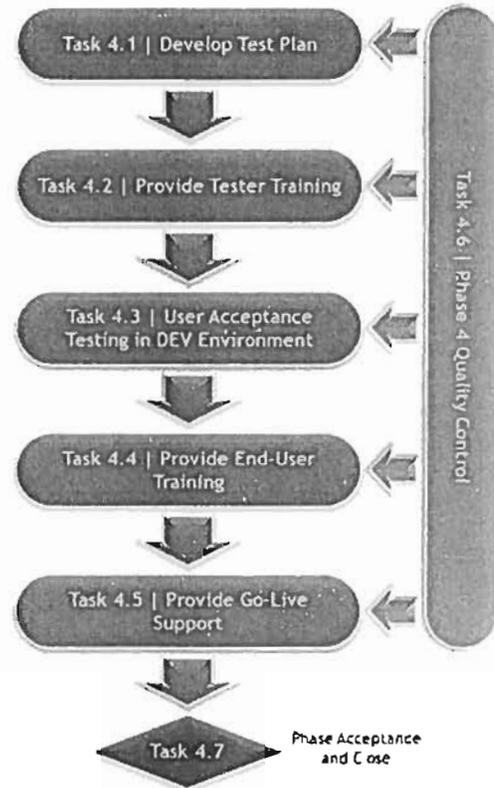
## PHASE 4 - CORE SYSTEM DEPLOYMENT



Once the Core AM system has been configured, there are still a number of critical tasks that must be completed before the solution is placed into a production environment. Woolpert's implementation team will lead the Client's technical team through a series of related deployment tasks that will ensure a fully tested and accepted solution as well as a Client team of fully trained system administrators and end users ready to put the system to use on a daily basis.

Woolpert will assist the Client system administrators in developing a thorough Testing and Acceptance Plan, designed to step the configured solution through all of the technical and functional requirements that the system was configured to support. Following acceptance of the test plan, Woolpert will facilitate a series of Tester Training classes for the Client's selected testing team. Immediately upon completion of this training, the Client's testing team will execute the User Acceptance Testing program in accordance with the plan. While it is the Client's responsibility to assemble a testing team and manage the testing procedures in-house, Woolpert staff will be made available to provide remote assistance.

Once the system testing has been completed, and all of the resultant configuration updates have been made, Woolpert will then deliver the required end-user training. This training



will be scheduled and delivered "just in time", immediately prior to the Go-Live activities to ensure system administrators and end users are prepared to adopt and embrace the new technology solutions immediately upon go-live.

The final deployment task is for Woolpert to assist the Client system administrator(s) in migrating the solution from the Development / Testing environment to a live Production environment and provide on-site Go-Live support for the first several days that the new system is in use.

### Key Core System Deployment (Phase 3) Deliverables

- User Acceptance and Testing (UAT) Plan
- Tester Training
- UAT Support
- End-User Training
- Go-Live Support

### TASK 4.1: DEVELOP TEST PLAN

The focus of system testing efforts is to thoroughly test the newly installed / configured AM System solution and ensure all delivered functionality (application workflows,

templates, reports, interfaces) are properly functioning.

Woolpert will take the lead on developing a Testing and Acceptance Plan. The Plan will derive its focus from the previously prepared AM System Configuration documents. Functional metrics that the AM System configuration must successfully achieve prior to being promoted to the Client's production environment will be defined. Additionally, test scenarios designed to step Client Testers through the User Acceptance Testing (UAT) process will be developed as part of this plan. Final plan contents will be per



common agreement between the Client testing team and Woolpert and will serve as the "script" for testing and approving the system configuration. The test plan will address the AM System functionality specified and configured per the Project Plan.

Related sub-tasks are as follows:

- Sub-Task 4.1.1: Woolpert to Develop Draft User Acceptance Test (UAT) Plan
- Sub-Task 4.1.2: Woolpert to Submit Draft UAT Plan to Client PM
- Sub-Task 4.1.3: Client Technical Team to Review Draft UAT Plan (Client-Owned Task)
- Sub-Task 4.1.4: Woolpert to Facilitate Remote Review Meeting with Client Technical Team
- Sub-Task 4.1.5: Woolpert to Update Draft UAT Plan per Client Comments
- Sub-Task 4.1.6: Woolpert to Submit Updated UAT Plan to Client PM

#### Deliverables

- Woolpert will prepare and deliver the draft Testing and Acceptance Plan to the Client project manager.
- Woolpert will facilitate a remote review meeting, up to two (2) hours in duration, with the Client testing team.
- Woolpert will update the testing and Acceptance Plan per the results of the review meeting and re-submit to the Client project manager

#### Assumptions

- The Testing and Acceptance Plan will be developed per common agreement between the Client and Woolpert.

#### Client Responsibilities

- The Client's project manager and members of the testing team must thoroughly review and understand the Testing and Acceptance Plan.

### **TASK 4.2: PROVIDE TESTER TRAINING**

It will be the responsibility of the Client to select a number of end-users who will perform testing of the newly configured AM System. In order to effectively test the system in accordance with the UAT Plan, training will be provided to these end-users. The training will consist of a one (1) day course which will step testers through the testing scripts and criteria. Following tester training a Woolpert Senior Systems analyst will provide on-site testing support for two (2) days. Woolpert has found that most configuration issues are uncovered during the first two days of testing. This on-site support allows the Woolpert Analyst to make configuration fixes as they arise and immediate redeployment of the updates to the testing environment.

Related sub-tasks are as follows:

- Sub-Task 4.2.1: Woolpert to Prepare Training Materials
- Sub-Task 4.2.2: Client PM to Prepare Client Site for Training (Client-Owned Task)
- Sub-Task 4.2.3: Woolpert to Provide On-Site Training
  - o Sub-Task 4.2.3.1: UAT Training (On-Site Task)
  - o Sub-Task 4.2.3.2: Testing Support (On-Site Task)

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#### Deliverables

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- Woolpert's Project Manager will deliver the necessary training materials to the Client's project manager. Preparation and delivery of training materials shall be within two (2) business days prior to the scheduled start of on-site training activities.
- Woolpert project team members will prepare and deliver training and support as detailed above.

#### Assumptions

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- The Client will provide the Client testing team with the appropriate training documents prior to classroom training.
- The Client will prepare the training site and ensuring adequate available training resources are available.
- The Client will ensure that staff are available to participate in the training sessions.

#### Client Responsibilities

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- Distribute training materials to the Client testing team prior to the scheduled training sessions.
- Ensure training room is prepared in advance.
- The Client's project manager and testing team must thoroughly review and understand the training syllabus developed by Woolpert.
- Secure an appropriate training facility suitable for participants,
- Schedule and accommodate the appropriate Client testing team members such that they are available, without undue interruption, for the required number of days.

#### TASK 4.3: USER ACCEPTANCE TESTING IN DEVELOPMENT ENVIRONMENT

Once the UAT Plan has been approved by all parties and tester training has been delivered, the Client testing team will undertake the UAT activities defined within the plan - and only those activities defined within the UAT Plan. Woolpert will provide ad-hoc remote support during Client-owned testing activities. Additionally, upon the completed testing, and at specific in-testing milestones defined within the plan, Woolpert will make the required configuration updates / modifications / corrections to achieve testing acceptance.

Client testers will "step" the AM System configurations through the test scripts defined within the Testing and Acceptance Plan. The test scenarios will be marked as either "pass" or "fail" with appropriate notes and screen shots provided to Woolpert for resolution. Testing and related configuration updates will continue until acceptable performance is achieved as defined within the UAT Plan. During testing, a regular scheduled phone meeting will be held to review issues and resolutions.

Related sub-tasks are as follows:

- Sub-Task 4.3.1: Client Testing Team to Perform User Acceptance Testing (Client-Owned Task)
- Sub-Task 4.3.2: Woolpert to Provide Remote Testing Support
- Sub-Task 4.3.3: Woolpert to Update AMS and Related Application Configurations per Testing Results
  - o Sub-Task 4.3.3.1: Cityworks AMS Configuration
  - o Sub-Task 4.3.3.3: Configuration Documentation

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#### Deliverables

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- Woolpert will provide up to twenty (20) hours of remote ad-hoc UAT support
- Woolpert will update the AM System configuration based on UAT results
- Woolpert will update the configuration documentation based on UAT results and updated configurations

#### Assumptions

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- Client UAT efforts will remain focused on the scripts and criteria defined in the UAT Plan

#### Client Responsibilities

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- Set-up and administer adequate testing facilities
- Manage the testing process
- Coordinate and schedule testing participants
- Testing participants shall actively participate in testing activities

#### TASK 4.4: PROVIDE END-USER TRAINING

---

Completion of the training efforts will result in Client system administrators and end-users being provided the system knowledge and capabilities necessary to manage (administrators) and use (end-users) the configured AM System and integrated applications in an effective manner such that the Client's over-arching business objectives can be met through use of the newly configured system.

Given the small number of end-users, Woolpert's typical train-the-trainer approach, where Woolpert personnel fully train the core client team and then the core client team trains the remaining end-users, does not result in significant savings for this project. We recommend that Woolpert team members be involved in all of the end-user training classes either as lead instructors or facilitators to client instructors. Additionally, given the small number of power users, Woolpert recommends not repeating the System Administrator class trained prior during the Tester Training. Each class will be delivered on-site at the Client's identified training facility. Prior to the training, Woolpert will prepare a training syllabus detailing each topic to be covered.

Classes are designed to accommodate the training of up to ten (10) trainees with a single Woolpert resource. Classes where a trained client instructor leads the course and a Woolpert team member supports the instructor can accommodate up to twenty (20) trainees.

Woolpert will provide the full suite of AM System (and related applications) training to the Client's identified core team members and identified power users. Immediately following this training, Woolpert will lead the first round of end-user training sessions (teaching the same material the Client core team members and power users just learned) with support being provided by the newly trained Client staff. Given the small number of users, no additional training classes are required. Should additional training courses be required, the Client core team members and power users will deliver this end-user training.

While this formalized end-user training occurs just prior to go-live, Client system administrators will have already participated in the following training during prior project phases:

- Software installation and configuration training (knowledge transfer)
- Multiple software demonstrations
- Asset Management System Configuration training (system exposure prior to configuration workshops)
- Multiple System Configuration workshops (in which the software is used extensively)

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- Tester training

Related sub-tasks are as follows:

- Sub-Task 4.4.1: Woolpert to Prepare Training Materials
- Sub-Task 4.4.2: Client PM to Prepare Client Site for Training (Client-Owned Task)
- Sub-Task 4.4.3: Woolpert to Provide On-Site Trainer Training
  - o Sub-Task 4.4.3.1: EUT Class 1 - System Administration Training (4-6 Users) (On-Site Task)
  - o Sub-Task 4.4.3.2: EUT Class 2 - Service Requests, Work Orders and Inspections Training (10-20 Users) (On-Site Task)
  - o Sub-Task 4.4.3.3: EUT Class 3 - Service Requests, Work Orders and Inspections Training (10-20 Users) (On-Site Task)

#### Deliverables

- Preparation of training materials
- A Woolpert Senior Systems Analyst will facilitate one System Administrator Training course for up to one (1) day
- A Woolpert Senior Systems Analyst will lead or facilitate two (2) on-site training session for Service Requests, Work Orders and Inspections for up to one and a half (1.5) days each.
- Class sizes will be limited to no more than ten (10) if a single instructor is conducting the class with no assistance; class sizes can increase to up to twenty (20) if a properly trained resources, client or Woolpert, assists the lead instructor

#### Assumptions

- The Client has an adequate training facility that can accommodate the resultant number of staff to be trained; each accessing the AM system on their own workstation
- Upon completion of two full rounds of training, Client trainers will be able to further train their end-users with little to no support

#### Client Responsibilities

- Secure an appropriate training facility
- Coordinate and schedule training participants
- Training participants shall actively participate in training activities

#### TASK 4.5: PROVIDE GO-LIVE SUPPORT

Immediately following the AM System Training, Woolpert will provide on-site System Go-Live support in order to assist with the successful start-up of the AM System. During this time, Woolpert's Senior Systems Analyst and a Systems Analyst will assist the Client's end-users and system administrators with site-specific configuration issues. Additional coaching and supplemental training services will also be provided during this time.

In preparation for go live, Woolpert's Senior Systems Analyst will work on-site with the Client's project manager and IT support staff to ensure that all terminals requiring access to the AM System application(s) are tested for connectivity; all terminals requiring the ability to print documents are tested for connectivity; and all system user accounts are tested for login ability. Additionally, as part of the go-live preparation activities, Woolpert's Senior Systems Analyst will migrate the configured and approved AM System database from the Development environment to the Production environment.

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During the first week of live AM System operations, Woolpert's Senior Systems Analyst will provide the on-site support required to coach new users and provide detailed technical systems support. This support will occur between the hours of 8:00 am and 5:00 pm local time Monday through Friday of the first week of production. Scheduling variances can be facilitated by Woolpert to accommodate the Client schedules.

Related sub-tasks are as follows:

- Sub-Task 4.5.1: Woolpert to Migrate AMS Applications and Databases to Production Environment (On-Site Task)
- Sub-Task 4.5.2: Woolpert to Provide On-Site Go-Live Support (On-Site Task)
- Sub-Task 4.5.3: Woolpert to Provide 20 hours of Remote Post Go-Live Support

#### Deliverables

- Woolpert will migrate all applications and databases from Development to Production environment
- A Woolpert Senior Systems Analyst will be provided on site for up to three (3) consecutive business days to support system go-live activities
- Woolpert will provide up to twenty (20) hours of remote post go-live support during the first week of full system use immediately following the go-live activities.

#### Assumptions

- The Client's project manager will provide project sign-off within agreed upon timeframe following Go-Live.

#### Client Responsibilities

- The Client's project manager and IT support staff should equally assist in administering the Go-Live tasks to make sure it is clear to the End-Users that the Client is internally capable of supporting the newly deployed AM System solution. The Client system administrators and IT support staff will benefit from learning basic AM System troubleshooting routines during this time.

#### TASK 4.6: PHASE 3 QUALITY CONTROL

Woolpert technical resources, not regularly involved with this implementation will perform independent quality review of the work processes and deliverable products in accordance with the Woolpert Total Quality Plan.

#### TASK 4.7: PHASE ACCEPTANCE AND CLOSE

This is the Phase exit document that the Client project manager signs indicating Woolpert has delivered the Phase 3 services in accordance with the Scope of Work and Project Plan.



## ASSET MANAGEMENT SOFTWARE LICENSING

City of Carmel Utilities will procure all hardware, operating systems, software and the appropriate licensing in order to run the Cityworks AMS solution.

EXHIBIT A  
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## PROJECT SCHEDULE

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A Microsoft Project Schedule Gantt Chart, indicating appropriate project milestones, is shown below.  
This schedule is based on a start date of November 1, 2016.

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# Cityworks AMS Implementation Implementation Services Statement of Work

Task Name	Duration	Start	Finish
0 PROJECT SUMMARY	154 days	Tue 1/19/16	Fri 6/21/17
1 PHASE 0: PROJECT MANAGEMENT	654 days	Tue 1/19/16	Fri 6/21/17
45 PHASE 1: IMPLEMENTATION PLANNING	33.75 days	Tue 1/19/16	Fri 12/18/16
46 Task 1.1: Conduct Pre-Planning Discovery	15.75 days	Tue 1/19/16	Tue 11/22/16
50 Task 1.2: Configure Streets/Engineering Domain Sandbox Environment	0.5 days	Tue 1/19/16	Thu 11/17/16
51 Task 1.3: Cityworks Demonstration	6 days	Mon 1/19/16	Tue 1/19/16
54 Task 1.4: Conduct Business Process Reviews	13.5 days	Tue 1/19/16	Fri 12/16/16
59 Task 1.5: Phase 1 Quality Control	0 days	Tue 1/19/16	Tue 1/19/16
61 Task 1.6: Phase 1 Acceptance and Close	0 days	Fri 12/16/16	Fri 12/16/16
62 PHASE 2: SYSTEM DESIGN AND CONFIGURATION	37.5 days	Fri 12/16/16	Wed 2/8/17
83 Task 2.1: Prepare Configuration documentation	3.5 days	Fri 12/16/16	Thu 12/22/16
88 Task 2.2: Provide Asset Management System Configuration Training	8.5 days	Fri 12/16/16	Thu 12/29/16
93 Task 2.3: Core Cityworks AMS Configuration	16.5 days	Thu 12/29/16	Fri 1/20/17
111 Task 2.4: Review and Approval of Updated System and Configuration Documentation	7.5 days	Fri 1/20/17	Wed 2/1/17
117 Task 2.5: Provide Cityworks and Software Demos/updates	4 days	Thu 1/26/17	Tue 2/7/17
122 Task 2.7: Phase 2 Quality Control	0 days	Fri 1/26/16	Fri 1/26/16
123 Task 2.8: Phase 2 Acceptance and Close	0 days	Wed 2/8/17	Wed 2/8/17
124 PHASE 3: ADVANCED AMS FUNCTIONALITY DESIGN AND CONFIGURATION	38.5 days	Tue 2/7/17	Fri 3/31/17
135 Task 3.2: Perform Data Conversion of Legacy Data	38.5 days	Tue 2/7/17	Fri 3/31/17
140 Task 3.3: Develop Custom Reports and Dashboards	38.5 days	Tue 2/7/17	Fri 3/31/17
153 PHASE 4: CORE SYSTEM DEPLOYMENT	44.5 days	Fri 3/31/17	Fri 6/21/17
156 Task 4.1: Develop Test Plan	11.5 days	Fri 3/31/17	Tue 4/18/17
163 Task 4.2: Provide Tester Training	15 days	Mon 4/10/17	Mon 5/1/17
169 Task 4.3: User Acceptance Testing in Development	16 days	Mon 4/17/17	Tue 5/9/17
175 Task 4.4: Provide End User Training	8.5 days	Tue 5/2/17	Mon 5/15/17
182 Task 4.5: Provide Go-Live Support	9 days	Tue 5/23/17	Fri 6/2/17
186 Task 4.6: Phase 4 Quality Control	0 days	Fri 6/2/17	Fri 6/2/17
187 Task 4.7: Phase 4 Acceptance and Close	0 days	Fri 6/2/17	Fri 6/2/17
189 Travel Expenses	137.6 days	Tue 1/19/16	Fri 5/26/17

EXHIBIT

A



Woolpert's current rate schedule, for non-scoped implementation services offered on a Time & Material basis, are as listed in the following table. These rates are valid through December 31, 2016.

Resource Name	Hourly Rate
Practice Leader .....	\$220.00/hr
Project Director.....	\$203.00/hr
Project Manager .....	\$184.00/hr
Group Manager .....	\$184.00/hr
Subject Matter Specialists .....	\$215.00/hr
Senior Developer.....	\$175.00/hr
Developer .....	\$150.00/hr
Senior Systems Analyst .....	\$145.00/hr
System Analyst .....	\$130.00/hr
Admin .....	\$80.00/hr

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## EXHIBIT B Invoice

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

*Name of Company:* \_\_\_\_\_

*Address & Zip:* \_\_\_\_\_

*Telephone No.:* \_\_\_\_\_

*Fax No.:* \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

# EXHIBIT C

## INSURANCE COVERAGES

### Worker's Compensation & Disability

### Statutory Limits

#### Employer's Liability:

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

#### Property damage, contractual liability, products-completed operations:

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

#### Personal & Advertising Injury

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

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

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

#### Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 2nd day of November, 2016

John M Przybyla  
Printed: John M Przybyla

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.

Sanford Gurner  
Printed: Sanford Gurner

CITY OF CARMEL

TO:  
**E&B Paving, Inc.**  
**17042 Middletown Ave.**  
**Noblesville, IN 46060**

CONTRACT CHANGE ORDER NO.: 1  
 DATE: October 11, 2016  
 PROJECT NAME: 136<sup>th</sup> St. & Carey RAB  
 CITY REQ. NO.: 16-ENG-26  
 CITY PO NO.: \_\_\_\_\_  
 CITY PO DATE: \_\_\_\_\_



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

**Items added to the contract associated with house demolition on 136<sup>th</sup> St. Hydrants added to pay for the new hydrant material needed with the hydrant relocation item.**

SCHEDULED ADJUSTMENT

ITEM	AMOUNT	(+) OR (-) DAYS
<u>EW Item #102 Well Abandonment</u>	<u>1 Each \$2,488.11 = \$2,488.11</u>	<u>0 Days</u>
<u>EW Item #103 Sanitary Grinder Pump, Remove</u>	<u>1 Each \$742.91 = \$742.91</u>	<u>0 Days</u>
<u>EW Item #104 Fire Hydrant Assembly (Material Only)</u>	<u>2 Each \$3,138.34 = \$6,276.68</u>	<u>0 Days</u>

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

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

Contract Price prior to this Change Order \$ 807,987.73  
 Contract Price will be **increased**/decreased by this Change Order \$ 9,507.70  
 New Contract Price including this Change Order \$ 817,495.43  
 Contract Time Prior to this Change Order 45 Days Open to Traffic  
 Net increased/decreased resulting from this Change Order 0 Days  
 Current Contract Time including this Change Order 45 Days Open to Traffic

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

The Above Changes Are Recommended American Structurepoint, Inc. ENGINEER 7260 Shadeland Station Address Indianapolis, IN 46256 City/State/Zip By: <u>John D. Coe</u> Phone: <u>317-547-5580</u>	The Above Changes Are Accepted: E&B Paving, Inc. CONTRACTOR 17042 Middletown Ave. Address Noblesville, IN 46060 City/State/Zip By: <u>John Brown</u> Phone: <u>317-773-4132</u>	Approved: _____ James Brainard, Mayor _____ Mary Ann Burke, Member _____ Lori Watson, Member ATTEST: _____ Christine S. Pauley, Clerk-Treasurer Date: _____
Date: <u>10/12/16</u>	Date: <u>10-17-16</u>	_____ JEREMY KASHMAN



**E&B PAVING, Inc**  
*World-Class Solutions at a Local Level™*

## ADDITIONAL WORK AUTHORIZATION # 1 REVISED

To: City of Carmel	Phone: 317-285-9459	Date: 9/12/2016
One Civic Square	Fax:	Job No: 02163505
Carmel, IN 46032	Project: 136th-Carey-Hawthorne RAB's	
Attn: John Cox	Location: 136th St and Carey Road	
	City: Carmel	

*The following quoted prices are for additional work that is not a part of our original contract scope of work:*

**DESCRIPTION:**

The following pricing is for the additional work needed for the house demolition per discussions at the pre-Construction meeting. The fire hydrant assembly is for the material needed to replace the hydrants as discussed at the pre-Construction meeting. The contract has the labor cost for the removal and replacement, but did not state that a new hydrant was required.

EWA	Description	Quantity	Unit	Unit Price	Extension
	Well Abandonment	1	EA	\$ 2,261.92	\$ 2,261.92
				Subtotal	\$ 2,261.92
				10% of first \$3,000.00	\$ 226.19
				7% of remainder	\$ -
				<b>TOTAL</b>	<b>\$ 2,488.11</b>

EWA	Description	Quantity	Unit	Unit Price	Extension
	Sanitary Grinder Pump, Remove	1	EA	\$ 675.37	\$ 675.37
				Subtotal	\$ 675.37
				10% of first \$3,000.00	\$ 67.54
				7% of remainder	\$ -
				<b>TOTAL</b>	<b>\$ 742.91</b>

EWA	Description	Quantity	Unit	Unit Price	Extension
	Fire Hydrant Assembly (Material Only)	4	EA	\$ 2,912.00	\$ 11,648.00
				Subtotal	\$ 11,648.00
				10% of first \$3,000.00	\$ 300.00
				7% of remainder	\$ 605.36
				<b>TOTAL</b>	<b>\$ 12,553.36</b>

*x 1/4 = 3,138.34 Each*

AN EQUAL OPPORTUNITY EMPLOYER

17042 Middletown Ave. • Noblesville, IN 46060  
 PHONE 317.773.4132 • FAX 317.773.4137

[www.eandb.com](http://www.eandb.com)

ASPHALT AND CONCRETE CONTRACTORS



**E&B PAVING, Inc**  
*World-Class Solutions at a Local Level*

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: \$ 15,784.38

ADDITIONAL DAYS ADDED TO CONTRACT FOR COMPLETION OF WORK: 0

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date: \_\_\_\_\_ Owner or Contractor Signature \_\_\_\_\_  
(Authorized Representative)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at the above stated price.

E & B Paving, Inc., Authorized Signature

Date: 09/12/16

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 1 REVISED

AN EQUAL OPPORTUNITY EMPLOYER

17042 Middletown Ave. • Noblesville, IN 46060  
PHONE 317.773.4132 • FAX 317.773.4137

[www.ebpaving.com](http://www.ebpaving.com)





# Fox Contractors Corp.

5430 W. Ferguson Fort Wayne Indiana 46809-9612  
Ft. Wayne (260) 747-7461 Fax (260) 747-7717  
Whitestown (317) 769-6291 Fax (317) 769-6294  
www.foxcontractors.com

08 Sep-16

Steve Broermann  
E & B Paving, Inc  
17042 Middletown Ave  
Noblesville, IN 46060

RE Added Costs

Project 16-EN-26 & 09  
Fox Job 16055

Steve

Following the pre-con meeting it was discovered that there are some additional costs associated with the project. In the NE quadrant of the 136th and Carey portion of the project it was determined that there is a well to be abandoned and a sanitary grinder pump that needs removed. Also per addendum #2 it was noted by the utilities that the fire hydrants were to be relocated; however, at the pre-con the utility indicated they wanted new hydrants. Following is our pricing associated with these additional costs

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Well Abandonment	1	ea	\$ 2,261.92	\$ 2,261.92
2	Sanitary Grinder Pump, Remove	1	ea	\$ 675.37	\$ 675.37
3	Fire Hydrant Assembly (material only)	4	ea	\$ 2,912.00	\$ 11,648.00
Total					<u>\$ 14,585.29</u>

The well abandonment item is a budgetary item only as the size and depth of the well is not known. The price submitted should be considered a not to exceed price and is based on up to a 6" well and under 100'. This price can be adjusted once the well is actually pulled. This price also includes the required state paperwork filing as required. The Fire Hydrant item is only for the new hydrant itself as the removal and resetting of the hydrant(s) is included in the contract pay item already.

Please issue a change order at your earliest convenience so that we may incorporate these changes into our subcontract.

If you should have any questions, please contact either myself or Mr. Gabe Atz.

Respectfully yours;

Fox Contractors Corporation

Brian K. Kochersperger  
Engineering - Project Management Support

Cc. Gabe Atz. Job File 16055



CITY OF CARMEL

TO:  
E&B Paving, Inc.  
17042 Middletown Ave.  
Noblesville, IN 46060

CONTRACT CHANGE ORDER NO.: 2  
DATE: October 11, 2016  
PROJECT NAME: Hawthorne Dr. & Carey RAB  
CITY REQ. NO.: 16-ENG-09  
CITY PO NO.: \_\_\_\_\_  
CITY PO DATE: \_\_\_\_\_



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

**Hydrant item added to pay for the new hydrant material needed with the hydrant relocation item.**

SCHEDULED ADJUSTMENT

ITEM	AMOUNT	(+) OR (-) DAYS
<b>EW Item #2083 Fire Hydrant Assembly (Material Only) 2 Each</b>	<b>\$3,138.34 = \$6,276.68</b>	<b>0 Days</b>

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

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

Contract Price prior to this Change Order \$ 663,836.60  
Contract Price will be **increased**/decreased by this Change Order \$ 6,276.68  
New Contract Price including this Change Order \$ 670,113.28  
Contract Time Prior to this Change Order 45 Days \_\_\_ Open to Traffic  
Net increased/decreased resulting from this Change Order 0 Days  
Current Contract Time including this Change Order 45 Days \_\_\_ Open to Traffic

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

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

The Above Changes Are Accepted:  
E&B Paving, Inc.  
CONTRACTOR  
17042 Middletown Ave.  
Address  
Noblesville, IN 46060  
City/State/Zip  
By: [Signature]  
Phone: 317-773-4132

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

Date: 10/12/16

Date: 10-17-16

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

[Signature]  
JEREMY KASHMAN



**E&B PAVING, Inc**  
World-Class Solutions at a Local Level<sup>SM</sup>

## ADDITIONAL WORK AUTHORIZATION # 1 REVISED

To: City of Carmel	Phone: 317-285-9459	Date: 9/12/2016
One Civic Square	Fax:	Job No: 02163505
Carmel, IN 46032	Project: 136th-Carey-Hawthorne RAB's	
	Location: 136th St and Carey Road	
Attn: John Cox	City: Carmel	

*The following quoted prices are for additional work that is not a part of our original contract scope of work:*

**DESCRIPTION:**

The following pricing is for the additional work needed for the house demolition per discussions at the pre-Construction meeting. The fire hydrant assembly is for the material needed to replace the hydrants as discussed at the pre-Construction meeting. The contract has the labor cost for the removal and replacement, but did not state that a new hydrant was required.

EWA	Description	Quantity	Unit	Unit Price	Extension
	Well Abandonment	1	EA	\$ 2,261.92	\$ 2,261.92
				Subtotal	\$ 2,261.92
				10% of first \$3,000.00	\$ 226.19
				7% of remainder	\$ -
				<b>TOTAL</b>	<b>\$ 2,488.11</b>

EWA	Description	Quantity	Unit	Unit Price	Extension
	Sanitary Grinder Pump, Remove	1	EA	\$ 675.37	\$ 675.37
				Subtotal	\$ 675.37
				10% of first \$3,000.00	\$ 67.54
				7% of remainder	\$ -
				<b>TOTAL</b>	<b>\$ 742.91</b>

EWA	Description	Quantity	Unit	Unit Price	Extension
	Fire Hydrant Assembly (Material Only)	4	EA	\$ 2,912.00	\$ 11,648.00
				Subtotal	\$ 11,648.00
				10% of first \$3,000.00	\$ 300.00
				7% of remainder	\$ 605.36
				<b>TOTAL</b>	<b>\$ 12,553.36</b>

*x 1/4 = 3,138.34 Each*

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PHONE 317.773.4132 • FAX 317.773.4137

[www.ebpaving.com](http://www.ebpaving.com)

ASPHALT AND CONCRETE CONTRACTORS



**E&B PAVING Inc**  
*World-Class Solutions at a Local Level™*

**ADDITIONAL CHARGE FOR THE ABOVE WORK IS:** \$ 15,784.38

**ADDITIONAL DAYS ADDED TO CONTRACT FOR COMPLETION OF WORK:** 0

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date: \_\_\_\_\_ Owner or Contractor Signature \_\_\_\_\_  
 (Authorized Representative)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at the above stated price.

E & B Paving, Inc., Authorized Signature *Steve Brown* Date: 09/12/16

**THIS IS ADDITIONAL WORK AUTHORIZATION NO.** 1 REVISED

AN EQUAL OPPORTUNITY EMPLOYER

17042 Middletown Ave. • Noblesville, IN 46060  
 PHONE 317.773.4132 • FAX 317.773.4137

[www.ebpaving.com](http://www.ebpaving.com)

ASPHALT AND CONCRETE CONTRACTORS



## Fox Contractors Corp.

5430 W. Ferguson Fort Wayne, Indiana 46809-9612  
Ft. Wayne (260) 747-7461 Fax (260) 747-7717  
Whitestown (317) 769-6291 Fax (317) 769-6294  
www.foxcontractors.com

08-Sep-16

Steve Broermann  
E & B Paving, Inc.  
17042 Middletown Ave  
Noblesville, IN 46060

RE Added Costs

Project: 16-EN-26 & 09  
Fox Job: 16055

Steve

Following the pre-con meeting it was discovered that there are some additional costs associated with the project. In the NE quadrant of the 136th and Carey portion of the project it was determined that there is a well to be abandoned and a sanitary grinder pump that needs removed. Also per addendum #2 it was noted by the utilities that the fire hydrants were to be relocated; however, at the pre-con the utility indicated they wanted new hydrants. Following is our pricing associated with these additional costs

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Well Abandonment	1	ea	\$ 2,261.92	\$ 2,261.92
2	Sanitary Grinder Pump, Remove	1	ea	\$ 675.37	\$ 675.37
3	Fire Hydrant Assembly (material only)	4	ea	\$ 2,912.00	\$ 11,648.00
				Total	<u>\$ 14,585.29</u>

The well abandonment item is a budgetary item only as the size and depth of the well is not known. The price submitted should be considered a not to exceed price and is based on up to a 6" well and under 100'. This price can be adjusted once the well is actually pulled. This price also includes the required state paperwork filing as required. The Fire Hydrant item is only for the new hydrant itself as the removal and resetting of the hydrant(s) is included in the contract pay item already

Please issue a change order at your earliest convenience so that we may incorporate these changes into our subcontract

If you should have any questions, please contact either myself or Mr. Gabe Atz

Respectfully yours;

Fox Contractors Corporation

Brian K. Kochersperger  
Engineering - Project Management Support

Cc: Gabe Atz, Job File 16055



CITY OF CARMEL

TO: E&B Paving, Inc.  
17042 Middletown Ave.  
Noblesville, IN 46060

CONTRACT CHANGE ORDER NO.: 3  
DATE: October 12, 2016  
PROJECT NAME: 136<sup>th</sup> St. & Carey RAB  
CITY REQ. NO.: 16-ENG-26  
CITY PO NO.:  
CITY PO DATE:



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

**Air Release Valve and Structure item added to the contract per design requirement for the new sanitary force main being placed.**

SCHEDULED ADJUSTMENT

ITEM	AMOUNT	(+) OR (-) DAYS
EW Item #105 Air Release Valve & Structure 1 Each	\$7,773.89 = \$7,773.89	0 Days

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

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

Contract Price prior to this Change Order \$ 817,495.43  
Contract Price will be **increased**/decreased by this Change Order \$ 7,773.89  
New Contract Price including this Change Order \$ 825,269.32  
Contract Time Prior to this Change Order 45 Days     Open to Traffic  
Net increased/decreased resulting from this Change Order 0 Days  
Current Contract Time including this Change Order 45 Days     Open to Traffic

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

The Above Changes Are Recommended  
American Structurepoint, Inc.  
ENGINEER  
7260 Shadeland Station  
Address  
Indianapolis, IN 46256  
City/State/Zip  
By: John D. Pope  
Phone: 317-547-5580

The Above Changes Are Accepted:  
E&B Paving, Inc.  
CONTRACTOR  
17042 Middletown Ave.  
Address  
Noblesville, IN 46060  
City/State/Zip  
By: [Signature]  
Phone: 317-773-4132

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

Date: 10/12/16

Date: 10-17-16

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

[Signature]  
JEREMY KASHMAN



# E&B PAVING, Inc

World-Class Solutions at a Local Level<sup>SM</sup>

## ADDITIONAL WORK AUTHORIZATION # 2

To: City of Carmel Phone: 317-285-9459 Date: 10/3/2016  
One Civic Square Fax: \_\_\_\_\_ Job No: 02163505  
Carmel, IN 46032 Project: 136th-Carey-Hawthorne RAB's  
Location: 136th St and Carey Road  
Attn: John Cox City: Carmel

The following quoted prices are for additional work that is not a part of our original contract scope of work:

**DESCRIPTION:**

The following pricing is for the installation of an air release valve in the new force main relocation. The existing casting will be removed and reused, per the City of Carmel Utility Department.

EWA	Description	Quantity	Unit	Unit Price	Extension
	Air Release Valve Install	1	EA	\$ 7,181.21	\$ 7,181.21
				Subtotal	\$ 7,181.21
				10% of first \$3,000.00	\$ 300.00 ✓
				7% of remainder	\$ 292.68 ✓
				<b>TOTAL</b>	<b>\$ 7,773.89</b>

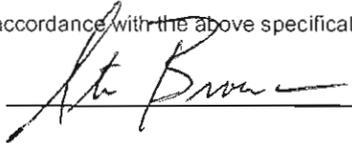
**ADDITIONAL CHARGE FOR THE ABOVE WORK IS:** \$ 7,773.89 ✓

**ADDITIONAL DAYS ADDED TO CONTRACT FOR COMPLETION OF WORK:** 0

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date: \_\_\_\_\_ Owner or Contractor Signature \_\_\_\_\_  
(Authorized Representative)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at the above stated price.

E & B Paving, Inc., Authorized Signature  Date: 10/03/16

**THIS IS ADDITIONAL WORK AUTHORIZATION NO.** 2

AN EQUAL OPPORTUNITY EMPLOYER

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PHONE: 317.773.4132 • FAX: 317.773.4137

www.ebpaving.com



# Fox Contractors Corp.

5430 W. Ferguson Fort Wayne, Indiana 46809-9612  
Ft. Wayne (260) 747-7461 Fax (260) 747-7717  
Whitestown (317) 769-6291 Fax (317) 769-6294  
www.foxcontractors.com

28-Sep-16

Steve Broermann  
E & B Paving, Inc.  
17042 Middletown Ave.  
Noblesville, IN 46060

RE: Air Release Valve Pricing

Project: 16-EN-26 & 09  
Fox Job: 16055

Steve

As requested we are hereby providing pricing for the air release valve for the force main relocation.

<i>Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
1	Air Release Valve	1	ea	\$ 7,181.21	\$ 7,181.21
				Total	<u>\$ 7,181.21</u>

Please issue a change order at your earliest convenience so that we may incorporate these changes into our subcontract.

If you should have any questions, please contact either myself or Mr. Gabe Atz .

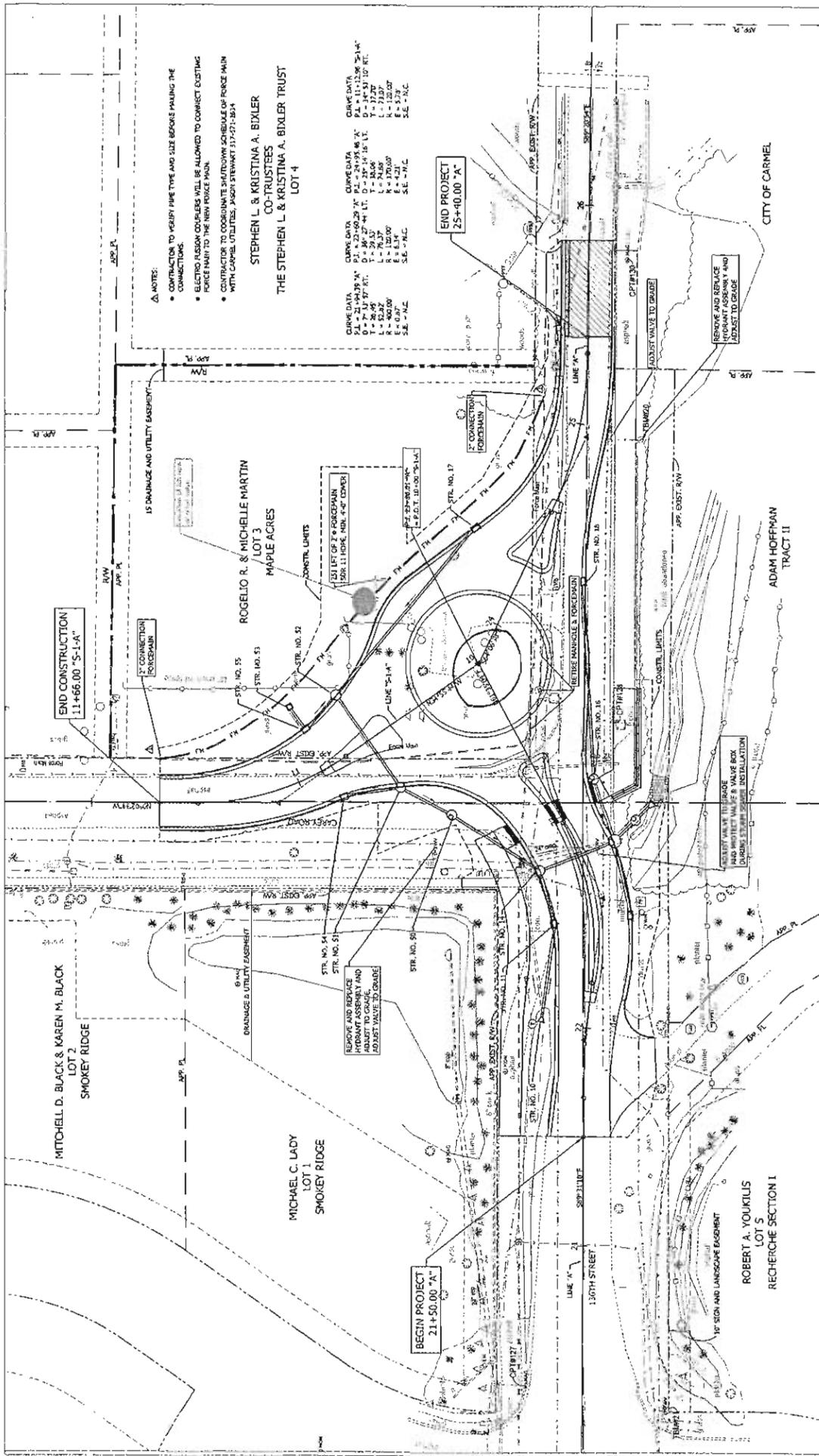
Respectfully yours;

Fox Contractors Corporation

Brian K. Kochersperger  
Engineering - Project Management Support

Cc: Gabe Atz, Job File 16055





NOTES:

- CONTRACTOR TO VERIFY PIPE TYPE AND SIZE BEFORE MAKING THE CONNECTIONS.
- ELECTRIC FUSION COUPLERS WILL BE ALLOWED TO CONNECT EXISTING FORCE MAIN TO THE NEW FORCE MAIN.
- CONTRACTOR TO COORDINATE SHUT-DOWN SCHEDULE OF FORCE MAIN WITH CARMEL UTILITIES, 3400 STEWART ST. 317-471-3514

STEPHEN L. & KRISTINA A. BIXLER  
CO-TRUSTEES  
THE STEPHEN L. & KRISTINA A. BIXLER TRUST  
LOT 4

CURVE DATA

P.A. = 21+44.39 FT.	P.A. = 23+60.29 FT.	P.A. = 24+95.46 FT.	P.A. = 11+12.96 FT.
D = 28.27 FT.			
L = 24.59 FT.			
R = 100.00 FT.			
S.E. = N.A.C.	S.E. = N.A.C.	S.E. = N.A.C.	S.E. = N.A.C.

END CONSTRUCTION  
11+66.00 "5'-1-A"

END PROJECT  
25+40.00 "A"

BEGIN PROJECT  
21+50.00 "A"

		CROSSROAD ENGINEERS, P.C. #072118 PROJECT ENGINEER DATE: _____ DRAWN BY: _____ CHECKED BY: _____	PROJECT NO. _____ SHEET NO. _____ TOTAL SHEETS _____
		TRANSPORTATION & DEVELOPMENT CONSULTANTS PROJECT ENGINEER DATE: _____ DRAWN BY: _____ CHECKED BY: _____	PROJECT NO. _____ SHEET NO. _____ TOTAL SHEETS _____
<b>CITY OF CARMEL</b> <b>WATER AND SEWER RELOCATION PLAN</b>			

NOTES:

- IF THIS PLAN IS USED FOR ANY OTHER PROJECT, THE CONTRACTOR SHALL OBTAIN AND COPY THE RECORD DRAWINGS FROM THE PROJECT ENGINEER AND VERIFY THE ACCURACY OF THE DATA.
- IF ANY CHANGES TO THIS PLAN ARE MADE, THE CONTRACTOR SHALL OBTAIN AND COPY THE RECORD DRAWINGS FROM THE PROJECT ENGINEER AND VERIFY THE ACCURACY OF THE DATA.
- IF ANY CHANGES TO THIS PLAN ARE MADE, THE CONTRACTOR SHALL OBTAIN AND COPY THE RECORD DRAWINGS FROM THE PROJECT ENGINEER AND VERIFY THE ACCURACY OF THE DATA.
- IF ANY CHANGES TO THIS PLAN ARE MADE, THE CONTRACTOR SHALL OBTAIN AND COPY THE RECORD DRAWINGS FROM THE PROJECT ENGINEER AND VERIFY THE ACCURACY OF THE DATA.

Manhole Frame and Cover  
 Heavy Duty: Neenah R-1642A or Equal  
 Watertight: Neenah R-1916-F or Equal

MANHOLE CONSTRUCTION AND SEALING  
 DETAILS SHALL BE THE SAME AS DETAILS  
 FOR TYPE I & II MANHOLES AS SHOWN ON  
 DWG CS7

# 10 TRACER WIRE BROUGHT IN AND  
 ATTACHED TO MANHOLE WITH STAINLESS  
 STEEL HOOK ACCESSIBLE FROM CASTING

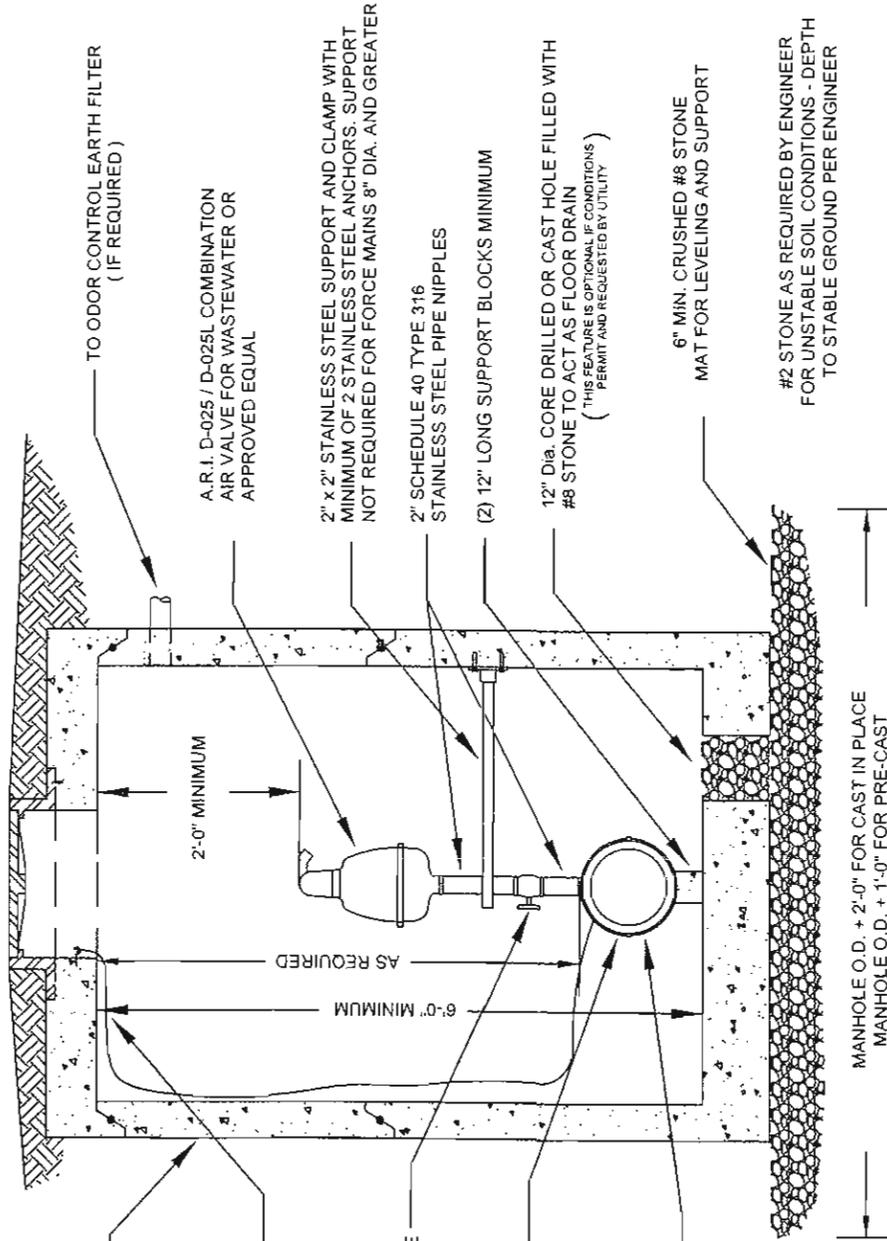
TYPE 316 STAINLESS STEEL BALL VALVE

FORCE MAIN TO BE CONSTRUCTED OF  
 DUCTILE IRON PIPE WITHIN STRUCTURE

"C" X 2" TEE WHERE "C" IS THE SIZE OF  
 THE FORCE MAIN. USE FLANGED TEE  
 WHEN FORCE MAIN IS 4" OR LARGER

NOTES:

1. FORCE MAIN TO BE LOCATED SUCH THAT AIR/VACUUM DOES NOT INTERFERE WITH ACCESS OPENING.
2. TOP OF CASTING SHALL EXTEND 0.20 FEET (MIN.) ABOVE FINISHED GRADE.
3. MANHOLE SECTIONS SHALL CONFORM TO ASTM C478 UTILIZING 4,000 PSI/CONCRETE. JOINTS SHALL CONFORM TO ASTM C443. 4'-0" DIA. MANHOLE FOR 6" FORCE MAIN AND SMALLER OR 5'-0" DIA. MANHOLE FOR 8" FORCE MAIN AND LARGER.



MANHOLE O.D. + 2'-0" FOR CAST IN PLACE  
 MANHOLE O.D. + 1'-0" FOR PRE-CAST

City of Carmel Utilities Standard Details	Title: <b>AIR / VACUUM RELEASE MANHOLE DETAIL</b>	
	Date: January 2016	Page 12

Date: January 2016 Scale: Not To Scale Drawing: CS 28

CITY OF CARMEL

TO:  
**E&B Paving, Inc.**  
**17042 Middletown Ave.**  
**Noblesville, IN 46060**

CONTRACT CHANGE ORDER NO.: 4  
 DATE: October 13, 2016  
 PROJECT NAME: 136<sup>th</sup> St. & Carey RAB  
 CITY REQ. NO.: 16-ENG-26  
 CITY PO NO.: \_\_\_\_\_  
 CITY PO DATE: \_\_\_\_\_



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

**Sidewalk fine grading item added to the contract as a result of adding multi-use path sidewalk going from 20+40 Rt. to +/-22+90 Rt.**

SCHEDULED ADJUSTMENT		
ITEM	AMOUNT	(+) OR (-) DAYS
<b>EW Item #106 Sidewalk Fine Grading</b>	<b>1 Lsum \$2,378.00 = \$2,378.00</b>	<b>0 Days</b>

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

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

Contract Price prior to this Change Order \$ 825,269.32  
 Contract Price will be **increased**/decreased by this Change Order \$ 2378.00  
 New Contract Price including this Change Order \$ 827,647.32  
 Contract Time Prior to this Change Order 45 Days \_\_\_ Open to Traffic  
 Net increased/decreased resulting from this Change Order 0 Days  
 Current Contract Time including this Change Order 45 Days \_\_\_ Open to Traffic

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

The Above Changes Are Recommended  
 American Structurepoint, Inc.  
 ENGINEER  
 7260 Shadeland Station  
 Address  
 Indianapolis, IN 46256  
 City/State/Zip  
 By: *John D. Cox*  
 Phone: 317-547-5580

The Above Changes Are Accepted:  
 E&B Paving, Inc.  
 CONTRACTOR  
 17042 Middletown Ave.  
 Address  
 Noblesville, IN 46060  
 City/State/Zip  
 By: *Steve Brown*  
 Phone: 317-773-4132

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

Date: 10/13/16

Date: 10-17-16

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

*Jeremy Kashman*  
**JEREMY KASHMAN**



**E&B PAVING, Inc**  
World-Class Solutions at a Local Level™

## ADDITIONAL WORK AUTHORIZATION # 3

To: City of Carmel	Phone: 317-285-9459	Date: 10/11/2016
One Civic Square	Fax:	Job No: 02163505
Carmel, IN 46032	Project: 136th-Carey-Hawthorne RAB's	
Attn: John Cox	Location: 136th St and Carey Road	
	City: Carmel	

*The following quoted prices are for additional work that is not a part of our original contract scope of work:*

**DESCRIPTION:**

The following pricing is for the additional fine grading that will occur due to the issuance of Construction Change #3 and the added sidewalk in it.

EWA	Description	Quantity	Unit	Unit Price	Extension
	Added Fine Grading at Sidewalk	1	EA	\$ 2,161.82	\$ 2,161.82
				Subtotal	\$ 2,161.82
				10% of first \$3,000.00	\$ 216.18
				7% of remainder	
				<b>TOTAL</b>	<b>\$ 2,378.00</b>

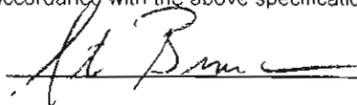
**ADDITIONAL CHARGE FOR THE ABOVE WORK IS:** \$ 2,378.00

**ADDITIONAL DAYS ADDED TO CONTRACT FOR COMPLETION OF WORK:** 0

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date: \_\_\_\_\_ Owner or Contractor Signature \_\_\_\_\_  
(Authorized Representative)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at the above stated price.

E & B Paving, Inc., Authorized Signature  Date: 10/11/16

**THIS IS ADDITIONAL WORK AUTHORIZATION NO.** 3

AN EQUAL OPPORTUNITY EMPLOYER

17042 Middletown Ave. • Noblesville, IN 46060  
PHONE 317.773.4132 • FAX: 317.773.4137

[www.ebpaving.com](http://www.ebpaving.com)

ASPHALT AND CONCRETE CONTRACTORS



## Fox Contractors Corp.

5430 W. Ferguson Fort Wayne, Indiana 46809-9612

Ft. Wayne (260) 747-7461 Fax (260) 747-7717

Whitestown (317) 769-6291 Fax (317) 769-6294

www.foxcontractors.com

28-Sep-16

Steve Broermann  
E & B Paving, Inc.  
17042 Middletown Ave.  
Noblesville, IN 46060

RE: Revision 3

Project: 16-EN-26 & 09

Fox Job: 16055

Steve

As requested we are hereby providing pricing for the additional fine grading work associated with the added sidewalk.

<i>Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
1	Revision 3 added sidewalk fine grade	1	ls	\$ 2,161.82	\$ 2,161.82
				Total	<u>\$ 2,161.82</u>

Please issue a change order at your earliest convenience so that we may incorporate these changes into our subcontract.

If you should have any questions, please contact either myself or Mr. Gabe Atz .

Respectfully yours;

Fox Contractors Corporation

Brian K. Kochersperger  
Engineering - Project Management Support

Cc: Gabe Atz, Job File 16055



CITY OF CARMEL

TO:  
**E&B Paving, Inc.**  
**17042 Middletown Ave.**  
**Noblesville, IN 46060**

CONTRACT CHANGE ORDER NO.: 5  
 DATE: October 13, 2016  
 PROJECT NAME: Hawthorne Dr. & Carey RAB  
 CITY REQ. NO.: 16-ENG-09  
 CITY PO NO.: \_\_\_\_\_  
 CITY PO DATE: \_\_\_\_\_

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

**Tapping Sleeve and Valve item added to pay for moving the new hydrant east on Hawthorne to the property line between the S.E. corner property and the next property east.**

SCHEDULED ADJUSTMENT

ITEM	AMOUNT	(+) OR (-) DAYS
<b><u>EW Item #2084 Taping Sleeve &amp; Valve 1 Each</u></b>	<b><u>\$5,699.24 = \$5,699.24</u></b>	<b><u>0 Days</u></b>



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

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

Contract Price prior to this Change Order \$ 670,113.28  
 Contract Price will be **increased**/decreased by this Change Order \$ 5,699.24  
 New Contract Price including this Change Order \$ 675,812.52  
 Contract Time Prior to this Change Order 45 Days \_\_\_ Open to Traffic  
 Net increased/decreased resulting from this Change Order 0 Days  
 Current Contract Time including this Change Order 45 Days \_\_\_ Open to Traffic

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

The Above Changes Are Recommended  
 American Structurepoint, Inc.  
 ENGINEER  
 7260 Shadeland Station  
 Address  
 Indianapolis, IN 46256  
 City/State/Zip  
 By: John D. Cox  
 Phone: 317-547-5580

The Above Changes Are Accepted:  
 E&B Paving, Inc.  
 CONTRACTOR  
 17042 Middletown Ave.  
 Address  
 Noblesville, IN 46060  
 City/State/Zip  
 By: [Signature]  
 Phone: 317-773-4132

Approved:  
 James Brainard, Mayor  
 Mary Ann Burke, Member  
 Lori Watson, Member  
 ATTEST:  
 Christine S. Pauley, Clerk-Treasurer

Date: 10/13/16

Date: 10-17-16

[Signature]  
 JEREMY KASHMAN



**E&B PAVING Inc**  
World-Class Solutions at a Local Level<sup>SM</sup>

## ADDITIONAL WORK AUTHORIZATION # 4

To: City of Carmel	Phone: 317-285-9459	Date: 10/12/2016
One Civic Square	Fax:	Job No: 02163505
Carmel, IN 46032	Project: 136th-Carey-Hawthorne RAB's	
Attn: John Cox	Location: 136th St and Carey Road	
	City: Carmel	

*The following quoted prices are for additional work that is not a part of our original contract scope of work:*

**DESCRIPTION:**

The following pricing is for the wet tap to be done for the new hydrant location on Hawthorne Dr. This change order price is to be paid in addition to item 2073 (Hydrant Assembly, Remove/Replace and Adjust to Grade) as well as CO pricing for Fire Hydrant Assembly (material only).

EWA	Description	Quantity	Unit	Unit Price	Extension
	<del>Added Fine Grading at Sidewalk</del> <i>Tapping Sleeve + Valve</i>	1	EA	\$ 5,242.28	\$ 5,242.28
				Subtotal	\$ 5,242.28
				10% of first \$3,000.00	\$ 300.00
				7% of remainder	\$ 156.96
				<b>TOTAL</b>	<b>\$ 5,699.24</b>

**ADDITIONAL CHARGE FOR THE ABOVE WORK IS: \$ 5,699.24**

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date: \_\_\_\_\_ Owner or Contractor Signature \_\_\_\_\_  
(Authorized Representative)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at the above stated price.

E & B Paving, Inc., Authorized Signature *John Brown* Date: 10/12/16

**THIS IS ADDITIONAL WORK AUTHORIZATION NO. 4**

AN EQUAL OPPORTUNITY EMPLOYER

17042 Middletown Ave. • Noblesville, IN 46060  
PHONE 317.773.4132 • FAX 317.773.4137

[www.ebpaving.com](http://www.ebpaving.com)



## Fox Contractors Corp.

5430 W. Ferguson Fort Wayne, Indiana 46809-9612  
Ft. Wayne (260) 747-7461 Fax (260) 747-7717  
Whitestown (317) 769-6291 Fax (317) 769-6294  
www.foxcontractors.com

12-Oct-16

Steve Broermann  
E & B Paving, Inc.  
17042 Middletown Ave.  
Noblesville, IN 46060

RE: Wet Tap Additional Costs

Project: 16-ENG-26 & 09

Steve,

The following is additional cost required to wet tap the existing water main in order to move the fire hydrant at the southeast corner of Carey and Hawthorne. Moving this hydrant from the construction limits will not only cause additional excavation and material cost, but will require additional restoration than previous bid or CO items. Pricing includes backfill, but does not include costs of restoration (curb/sidewalk/topsoil/seeding/etc.).

This change order price is to be paid in addition to item 2073 (Hydrant Assembly, Remove/Replace and Adjust to Grade) as well as CO pricing for Fire Hydrant Assembly (material only).

<i>item</i>	<i>spec</i>	<i>description</i>	<i>quantity</i>	<i>unit</i>	<i>unit price</i>	<i>total price</i>
new	Wet Tap		1.00	LS	\$ 5,242.28	\$ 5,242.28
						<hr/> <hr/>
						\$ 5,242.28

A breakdown is attached for your use.

If you should have any questions or require any additional information, you can contact me concerning this work or Mr. Gabe Atz at (260)410-3423 or gatz@foxcontractors.com.

Respectfully yours;

Brian K Kochersperger  
Engineer - Project Management Support

Cc: G. Atz, S. McFarren, Job File 16055



CITY OF CARMEL

TO:  
**E&B Paving, Inc.**  
**17042 Middletown Ave.**  
**Noblesville, IN 46060**

CONTRACT CHANGE ORDER NO.: 6  
 DATE: October 13, 2016  
 PROJECT NAME: Hawthorne Dr. & Carey RAB  
 CITY REQ. NO.: 16-ENG-09  
 CITY PO NO.: \_\_\_\_\_  
 CITY PO DATE: \_\_\_\_\_

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

**P-1 Cabinet Foundation item added for the placement of the P-1 Cabinet housing light and irrigation controls.**



SCHEDULED ADJUSTMENT

ITEM	AMOUNT	(+) OR (-) DAYS
<b>EW Item #2085 Controller Cabinet Foundation, P1 1 Each</b>	<b>\$1,536.00</b>	<b>= \$1,536.00 0 Days</b>

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: N/A W.D.C. No.: N/A  
 Other: **E&B, Inc. Bid Tab line item price from the 136<sup>th</sup> and Carey Rd. project.**

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

Contract Price prior to this Change Order \$ 675,812.52  
 Contract Price will be **increased**/decreased by this Change Order \$ 1,536.00  
 New Contract Price including this Change Order \$ 677,348.52  
 Contract Time Prior to this Change Order 45 Days \_\_\_ Open to Traffic  
 Net increased/decreased resulting from this Change Order 0 Days  
 Current Contract Time including this Change Order 45 Days \_\_\_ Open to Traffic

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

The Above Changes Are Recommended  
 American Structurepoint, Inc.  
 ENGINEER  
 7260 Shadeland Station  
 Address  
 Indianapolis, IN 46256  
 City/State/Zip  
 By: *John D. Cox*  
 Phone: 317-547-5580

The Above Changes Are Accepted:  
 E&B Paving, Inc.  
 CONTRACTOR  
 17042 Middletown Ave.  
 Address  
 Noblesville, IN 46060  
 City/State/Zip  
 By: *John Brown*  
 Phone: 317-773-4132

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

Date: 10/13/16

Date: 10-17-16

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

*Jeremy Kashman*  
 JEREMY KASHMAN

CITY OF CARMEL

TO:  
E&B Paving, Inc.  
17042 Middletown Ave.  
Noblesville, IN 46060

CONTRACT CHANGE ORDER NO.: 6  
DATE: October 13, 2016  
PROJECT NAME: Hawthorne Dr. & Carey RAB  
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I. You are directed to make the following changes in this Contract:

**P-1 Cabinet Foundation item added for the placement of the P-1 Cabinet housing light and irrigation controls.**

SCHEDULED ADJUSTMENT

<u>ITEM</u>	<u>AMOUNT</u>	<u>(+) OR (-) DAYS</u>
<b><u>EW Item #2085 Controller Cabinet Foundation, P1 1 Each</u></b>	<b><u>\$1,536.00 = \$1,536.00</u></b>	<b><u>0 Days</u></b>

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Other: **E&B, Inc. Bid Tab line item price from the 136<sup>th</sup> and Carey Rd. project.**

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CONTRACTOR  
17042 Middletown Ave.  
Address  
Noblesville, IN 46060  
City/State/Zip  
By: *John Brown*  
Phone: 317-773-4132

Approved:  
James Brainard, Mayor  
Mary Ann Burke, Member  
Lori Watson, Member  
ATTEST:  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

Date: 10/13/16

Date: 10-17-16

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY  
EXCHANGE CONTRACT



EDS #: \_\_\_\_\_  
Des. No.: 1600884  
CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the City of Carmel, a local public agency in the State of Indiana (hereinafter referred to as the "LPA" or the "CITY"), and the Indianapolis Metropolitan Planning Organization, by and through the Department of Metropolitan Development for the City of Indianapolis (hereinafter "MPO") and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration  
Attention: Director of LPA and Grant Administration  
100 North Senate Avenue, Room N955  
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

Indiana Department of Transportation  
Greenfield District Office  
32 South Broadway  
Greenfield, Indiana 46140

- C. Notices to the LPA shall be sent to:

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

- D. Notices to the MPO shall be sent to:

City of Indianapolis  
Department of Metropolitan Development  
Metropolitan Planning Organization  
Attention: Anna Gremling  
200 East Washington Street, Suite 1922  
Indianapolis, Indiana 46204

## RECITALS

WHEREAS, LPA has applied to INDOT, and INDOT has found the LPA eligible to receive federal funds for the Project described in Attachment A; and

WHEREAS, LPA requests an exchange of federal funds for state funds under IC 36-9-42.2; and

WHEREAS, LPA agrees to pay its share of the Project cost as stated in this Contract; and

WHEREAS, the MPO agrees to make the funding available that would otherwise be available for this and other projects for the LPA's use subject to all of the conditions of this Contract; and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation; and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-6, 8-23-4-7, 36-1-4-7, 36-1-7-3, and 36-9-42.2; and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all State requirements and fiscally manage the Project; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA, MPO and INDOT agree as follows:

The "Recitals" and "Notice to PARTIES" above are hereby made an integral part and specifically incorporated into this Contract.

## SECTION I PROJECT DESCRIPTION

INDOT, the MPO and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

## SECTION II LPA RESPONSIBILITIES

- A. Pursuant to Indiana Code § 36-9-42.2(8) the LPA agrees to the following:
1. The LPA may only exchange federal funds for state funds as provided herein;
  2. The LPA may use the state funds only for the Project;
  3. If the LPA uses the state funds to replace local funds in order to use the local funds for purposes unrelated to transportation, the LPA:
    - a. must repay the state funds to INDOT; and

- b. may not participate in the exchange program during the succeeding fiscal year.
  4. The exchange rate under this Contract is seventy-five cents (\$0.75) of state funds for each one dollar (\$1) of federal funds;
  5. The LPA agrees to provide local matching funds equal to not less than ten percent (10%) of the estimated project cost; and
  6. The LPA agrees that INDOT will disburse the state funds to the LPA as provided in Section VI(C) of this Contract, and the MPO shall provide the federal funds exchanged to INDOT as provided in V(A).
- B. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in **Attachment B** (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

**SECTION III.**  
**INDOT RESPONSIBILITIES.**

INDOT will provide the information and services as set out in **Attachment C** (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

**SECTION IV.**  
**MPO'S RIGHTS AND DUTIES**

The MPO will provide the information and services as set out in **Attachment D** (MPO's Rights and Duties), herein attached to and made an integral part of this Contract.

**SECTION V.**

- A. PROJECT FUNDS.** INDOT will provide state funds in exchange for federal funds at a rate of \$.75 state dollar per \$1.00 federal dollar for the cost of the Project. INDOT shall provide these funds to the LPA for actual costs of the Project, less the 10% local match in accordance with **Attachment E** (Project Funds), which is herein attached to and made an integral part of this Contract. In accordance with all terms of this Contract, INDOT shall provide state funds in the amount of **\$8,550,000.00** to the LPA for the Project. On behalf of the LPA, the MPO shall reimburse INDOT using federal funds in the amount of **\$11,400,000.00** on or before December 31, 2021. The MPO will not be obligated to contribute any additional MPO funds to the Project beyond the funding amounts agreed to as part of this Contract. The MPO may reimburse INDOT using types of federal funding other than Surface Transportation Program ("STP") funds, such as Highway Safety Improvement Program ("HSIP") and Congestion Management and Air Quality Program ("CMAQ") funds; however, these listed non-STP federal funding types may not exceed 50% of the total MPO apportionment for the federal program fund type in a given fiscal year. In addition to the standard federal funds, the MPO may have the option to apply redistribution funds, Prior Year Balance ("PYB") funds and/or excess federal funds from any given state fiscal year during the schedule of this Contract. The final repayment shall be due no later than December 31, 2021.
- B.** As a condition precedent to performance of other obligations by any Party to this Contract, the LPA must have a fully executed Interlocal Agreement with the City of Indianapolis concerning acquisition and use of right-of-way prior to June 1, 2017. Failure to obtain a fully executed agreement prior to June 1, 2017, shall result in an automatic termination of this Contract.

## SECTION VI.

### TERM, TERMINATION AND SCHEDULE.

- A. **TERM.** The Term of this Contract shall be from January 1, 2017 to December 31, 2022.
- B. **TERMINATION.** This Contract shall automatically terminate if the LPA is unable to obtain a fully executed Interlocal Agreement with the City of Indianapolis concerning acquisition and use of right-of-way needed for the Project by June 1, 2017.
- C. **SCHEDULE.**
1. INDOT shall make installment payments to LPA in accordance with the following payment schedule:
    - a. INDOT shall make its first installment payment of state funds to LPA in the amount of **\$2,850,000.00** no later than August 31, 2018.
    - b. INDOT shall make its second installment payment of state funds to LPA in the amount of **\$2,850,000.00** no later than August 31, 2019.
    - c. INDOT shall make its third installment payment of state funds to LPA in the amount of **\$2,850,000.00** no later than August 31, 2020.
  2. On behalf of the LPA, the MPO shall reimburse INDOT in accordance with Section V(A) of this Contract.

## SECTION VII.

### GENERAL PROVISIONS.

Except as otherwise provided herein and for purposes of Section VII **only**, the LPA and MPO shall collectively be referred to as the "LPA". The term "LPA" for purposes of this Section is not intended to create joint and several liability but is being used solely for ease of reference.

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT.
- B. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for

ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

**C. Compliance with Laws.**

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
2. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44-1-3 and under any other applicable State or Federal laws.
3. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.
4. As required by I.C. 5-22-3-7:
  - (1) The LPA and any officials of the LPA certify that:
    - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or  
(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];  
in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**D. Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**E. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**F. Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**G. Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**H. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**I. Indemnification.** The CITY agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT, the MPO and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the CITY and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance,

condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (b) of the CITY, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The CITY also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT, the MPO and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the CITY shall default under the provisions of this section.

The CITY also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT, the MPO and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the CITY for indemnity pursuant to this contract.

**J. Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

**K. Non-Discrimination.**

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

2. The LPA understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
  - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
  - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
  - d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- L. Payment. All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.
- M. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13
- N. Severability. The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- O. Status of Claims. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204-2249

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Non-Collusion**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**In Witness Whereof**, the PARTIES have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**LPA: CITY OF CARMEL**

\_\_\_\_\_  
Print or type Name and Title

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Print or type Name and Title

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Print or type Name and Title

\_\_\_\_\_  
Signature and Date

LPA DUNS #: 08-703-3320

ATTEST

\_\_\_\_\_  
Auditor or Clerk Treasurer

**Non-Collusion**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the MPO, or that the undersigned is the properly authorized representative, agent, member or officer of the MPO. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the MPO, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

**Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the MPO attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**In Witness Whereof**, the PARTIES have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**MPO: CITY OF INDIANAPOLIS**

\_\_\_\_\_  
Print or type Name and Title

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Print or type Name and Title

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Print or type Name and Title

\_\_\_\_\_  
Signature and Date

**STATE OF INDIANA**  
**Indiana Department of Transportation**

**Recommended for approval by:**

\_\_\_\_\_  
Kathy Eaton-McKalip

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

**Executed By:**

\_\_\_\_\_  
Brandye Hendrickson, Commissioner  
Indiana Department of Transportation

(FOR)

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

**APPROVALS**

STATE OF INDIANA  
State Budget Agency

\_\_\_\_\_  
Brian E. Bailey, Director

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

STATE OF INDIANA  
Department of Administration

\_\_\_\_\_  
Jessica Robertson, Commissioner

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

**Approved as to Form and Legality:**

\_\_\_\_\_  
Attorney General Gregory F. Zoeller (for)

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

ATTACHMENT A  
PROJECT DESCRIPTION

Des. No.: 1600884  
Program: Federal Exchange Funds  
Type of Project: Intersection Improvement; Interchange  
Location: 96<sup>th</sup> Street and Keystone Parkway, Carmel, Indiana

A general scope/description of the Project is as follows:

The 96<sup>th</sup> Street and Keystone Parkway Roundabout Interchange consists of elevating Keystone Parkway and installation of a new at grade roundabout on 96<sup>th</sup> Street. The project includes roadway reconstruction, curb and gutter, storm sewer installation and multi-use path construction.

## ATTACHMENT B

### LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. Pursuant to Indiana Code § 36-9-42.2, the LPA has requested and intends to use state funds instead of federal funds to partially pay for the Project. The LPA shall use sound engineering practices for the design of the Project. The LPA should complete the Project in accordance with INDOT's Design Manual (See [http://www.in.gov/indot/design\\_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance.

2. The LPA or its consultant should prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>.) and all pertinent state and federal laws, regulations, policies and guidance.

3. The LPA acknowledges that in order for the cost of consultant services to be eligible for state funds, the consultant selection must be accordance with INDOT's consultant selection procedure.

#### 4. REQUIREMENTS FOR ADDITIONAL CONTRACTS

A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:

1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/283.htm> and is incorporated by reference; or
2. use a form of agreement that has been reviewed and approved by INDOT.

5. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and state funds for the Project may be jeopardized.

6. The LPA agrees to complete all right-of-way acquisition, utility coordination, railroad coordination, and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.

7. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the state funds allocated to the project.

8. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT may withhold reimbursement of state funds for this work.

9. If INDOT should require reports, the LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per

INDOT standard reporting methods. If the required reports are not submitted, state funds may be withheld.

10. If INDOT finds violations of this contract, state or federal law, or otherwise denies or withholds state funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:

- A. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time. If the LPA fails to do so, paragraph 10.b. and/or 10.c. below, as applicable, shall apply.
- B. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, this paragraph shall apply and adjustments shall be made as follows:
  - 1. The LPA shall reimburse INDOT the total amount state funds provided for the Project.
- C. If INDOT issues a citation denying or withholding all or any part of the state funds described in Section V of the Contract due to LPA noncompliance with requirements, and construction work was or is in progress, the following shall apply:
  - 1. INDOT may elect to terminate, suspend, or continue reimbursement of the construction work.
  - 2. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of INDOT.
  - 3. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to INDOT, or for whatever reason the citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of state funds allowed by INDOT.
- D. In any case, the LPA shall reimburse INDOT the total of any and all costs of the Project not eligible for state reimbursement.
- E. If for any reason, the LPA is required to repay to INDOT the sum or sums of state funds paid to the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for state funding shall be the sole obligation of the LPA.

## **ATTACHMENT C**

### **INDOT'S RIGHTS AND DUTIES**

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have the option to access and to inspect all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. The LPA shall let and award the construction contract for the Project according to applicable laws and rules.
3. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
4. If the LPA must repay state funds in accordance with Section II(A)(3), then INDOT shall repay the MPO the proportionate amount of federal funds in accordance with this Contract.

## ATTACHMENT D

### MPO'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are MPO's rights and duties under the Contract:

1. MPO shall have the option to access and to inspect all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. MPO shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
3. On behalf of the LPA, the MPO shall reimburse INDOT in accordance with Section V(A) of the Contract.
4. If INDOT provides repayment to the MPO in accordance with Section II(A)(3) and **Attachment C**, the MPO must use these federal funds no later than the end of the next state fiscal year following receipt of said funds. Failure to do so shall result in the forfeiture of the federal funds to INDOT.

## ATTACHMENT E

### PROJECT FUNDS

#### I. Project Costs.

A. Pursuant to Indiana Code § 36-9-42.2 state Funds made available to the LPA by INDOT will be used to pay **75 % of the eligible Project costs** that had been approved for federal funding. The maximum amount of state funds allocated to the Project is **\$8,550,000.00**.

B. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.B. of Attachment E of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

#### II. Billings.

A. The LPA shall pay all eligible Project costs with the state funds provided by INDOT and other sources, not to exceed the amount listed in Section I.A. above.

B. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.

#### III. Repayment Provisions.

If for any reason INDOT finds non-compliance and requires a repayment of state funds previously reimbursed, the LPA is required to submit such sums no later than December 31, 2021. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

# CITY OF CARMEL FACILITY USE REQUEST FORM

Name/Organization: Carmel Education Foundation  
Point of Contact: Stephanie McDonald / Barbara Danguist  
Address: 515 E. Main St #24  
City, State, Zip: Carmel, IN 46032  
Home Phone: 317-844-9961 Cell Phone: 317-709-1026 (Stephanie cell)  
Email Address: Foundation@CCS.K12.in Fax Number ( ) EX 2680

For Profit Organization:  Non-Profit Organization:  Individual:

Day and Date Requested: Oct 28, 2017 - Saturday

Time Requested: 7:00 a.m./p.m. to: 10:00 a.m./p.m. (This includes set-up and clean-up time.)

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

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

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

Purpose: 5K/2K walk/run Number of People Expected: 2500

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

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

Neighborhood Street Closing (Street(s), Address(es) Blocked) Main St from 4th Ave to Monon Trail

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 21st day of October, 2016.

## Mayor's Office

**CITY OF CARMEL  
FACILITY USE REQUEST FORM**

Name/Organization: The Enclave of Carmel HOA

Point of Contact: Teri Hecht - Secretary

Address: 565 Melark Dr.

City, State, Zip: Carmel, IN 46032

Home Phone: (317) 848-4898 Cell Phone: (317) 840-9697

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

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

Day and Date Requested: October 26, 2017

Time Requested: 5:30 pm a.m./p.m. to: 9:00 pm a.m./p.m. (This includes set-up and clean-up time.)

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

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

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

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

Purpose: Annual HOA Meeting Number of People Expected: 35-40

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

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

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

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

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

Received this 31st day of October, 2016.

**Mayor's Office**

Revised: 04/16/2011

Nancy Heck OK NSH 11-8-16  
Lt. Jeff Horner OK-JH-11-7-16  
Adam Harrington OK-AH-11-4-16

# CITY OF CARMEL FACILITY USE REQUEST FORM

Name/Organization: NORTHERN MIDWEST ZNA

Point of Contact: Richard Thomas

Address: 1548 Tanglewood Drive

City, State, Zip Lafayette, IN 47905

Home Phone: (765) 447-3070 Cell Phone: (765) 491-3481

Email Address: rdthomas99@comcast.net Fax Number (765) 447-3888

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

Day and Date Requested: Thursday 9/14 through 9/17, 2017.

Time Requested: 9:00 a.m. to 5:00 p.m. (This includes set-up and clean-up time.)

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

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

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

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

Purpose: KOI Show Number of People Expected: 200

Vendors: Yes (See Item 5, City of Carmel Facility Use Policy attached)

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

Large or Race Events: NO

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

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

Received this 4<sup>th</sup> day of November, 2016.

## Mayor's Office

\* Contingent on availability Approvals / Date  
Construction + route adjustment  
Nancy Heck OK NSH 11-8-16  
Lt. Jeff Horner OK-JH-11-2-16  
Adam Harrington OK-AH-11-2-16

# CITY OF CARMEL

## FACILITY USE REQUEST FORM

Name/Organization: INDIANA SPINE GROUP / GLEANERS FOOD BANK

Point of Contact: STACIA MATTHEWS

Address: 13225 N. MERIDIAN ST.

City, State, Zip: CARMEL, IN. 46032

Home Phone: ( ) Cell Phone: 317-407-5447

Email Address: smatthewe@indianaspinegroup.com Fax Number 317-228-2321

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

Day and Date Requested: SATURDAY, JUNE 10, 2017

Time Requested: 5 a.m./p.m. to: 8 a.m./p.m. (This includes set-up and clean-up time.)

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

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

Special Requests: Electricity      Fountain Restroom      Other X

Purpose: 5K FUNDRAISER Number of People Expected: 500

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

Large or Race Events: STEPS TO END HUNGER 5K TO BENEFIT GLEANERS

Neighborhood Street Closing (Street(s), Address(es) Blocked) COURSE SUBMITTED  
10-25-16

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

### Mayor's Office

Revised: 01/01/2016



November 7, 2016

JAMES BRAINARD, MAYOR

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

**RE: RECREATIONAL PATHWAY CLOSURE/REMOVAL – VECTREN ENERGY – 11610 N. COLLEGE AVENUE**

Dear Board Members:

Ms. Resa Glover, Engineering Technician for Vectren Energy, has requested approval for an excavation of the recreational pathway at 11610 North College Avenue to provide service to the Vectren customer at that location. The area of pathway to be opened is located 50' north of the centerline of 116<sup>th</sup> Street and 50' west of College Avenue. Excavation is required as the Vectren gas main lies under the pathway in that area. (Location exhibit attached). The removal limits will be a 4' x 5' section of the pathway. Closure of the pathway will be required for the excavation.

The pathway 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. Work will require a one day closure.

The Department of Engineering recommends that the Board approve the requested pathway 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 pathway prior to closure of the pathway.
- The petitioner agrees to post all signage identifying the pathway closure and detour route prior to the closing of the pathway. A sign, measuring at least 18"x12", shall be posted on both sides of the closure stating "**PATHWAY CLOSED**".
- The existing pathway shall be repaired in accordance with Carmel City Standards.
- Any damage to existing improvements within the right-of-way of 116<sup>th</sup> Street or North College Avenue 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 pathway 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  
November 7, 2016  
VECTREN ENERGY 11610 NORTH COLLEGE AVENUE

Sincerely,

A handwritten signature in black ink, appearing to read 'JK' followed by a stylized flourish.

Jeremy Kashman, P.E.  
City Engineer

S:\BPW16\CLOSURES\VECTRENPATHWAYCLOSURE11610NORTHCOLLEGE.DOC



VECTREN

PO Box 1700  
Noblesville, IN. 46061  
11/4/16

Engineering Department  
City of Carmel

Dear Sir:

Please find attached the permit request to cut the asphalt path on the north side of E. 116<sup>th</sup> St. south of the property at 11610 N. College Ave.

Our 4" plastic gas main lies under the asphalt path. In order to provide gas service to the customer at 11610 N. College Ave. we will have to excavate and expose the main.

Miller Pipeline will cut a 4' x 5' hole, 50' north of the center line of E. 116th St. and 50' west of the center line of N. College Ave. The walk path will not be closed for more than 1 day. There will be proper signage and safety cones placed in the construction area.

The asphalt path will be temporarily repaired before the construction crew leaves the site. At a later date Case Construction will perform final repairs to your specifications.

Hopefully this request has been submitted early enough that it can be presented to the Board of Works at their meeting on 11/16/16.

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

Sincerely,

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

## Supplemental Utility Conflict Record

For use when Utility Service Card is not practical--i.e. Road Intersections, Vacant Lots, alley, etc.

Property/Street/Alley Crossed: 11610 N College

Utility Locate Performed by: Gaddy T. M.P.C. Date: 8.9.16

Actual Protective Method(s) Against Sewer Transections (List All that apply):  
**Gas Main:** \_\_\_\_\_  
**Gas Service:** \_\_\_\_\_

Location of Sewer from Fixed Point			
Point	# Feet DIR Origin	# Feet DIR Origin	Depth (in)
a	ft.	ft.	"
b	ft.	ft.	"
c	ft.	ft.	"
d	ft.	ft.	"
e	ft.	ft.	"
f	ft.	ft.	"
g	ft.	ft.	"
h	ft.	ft.	"
i	ft.	ft.	"
j	ft.	ft.	"

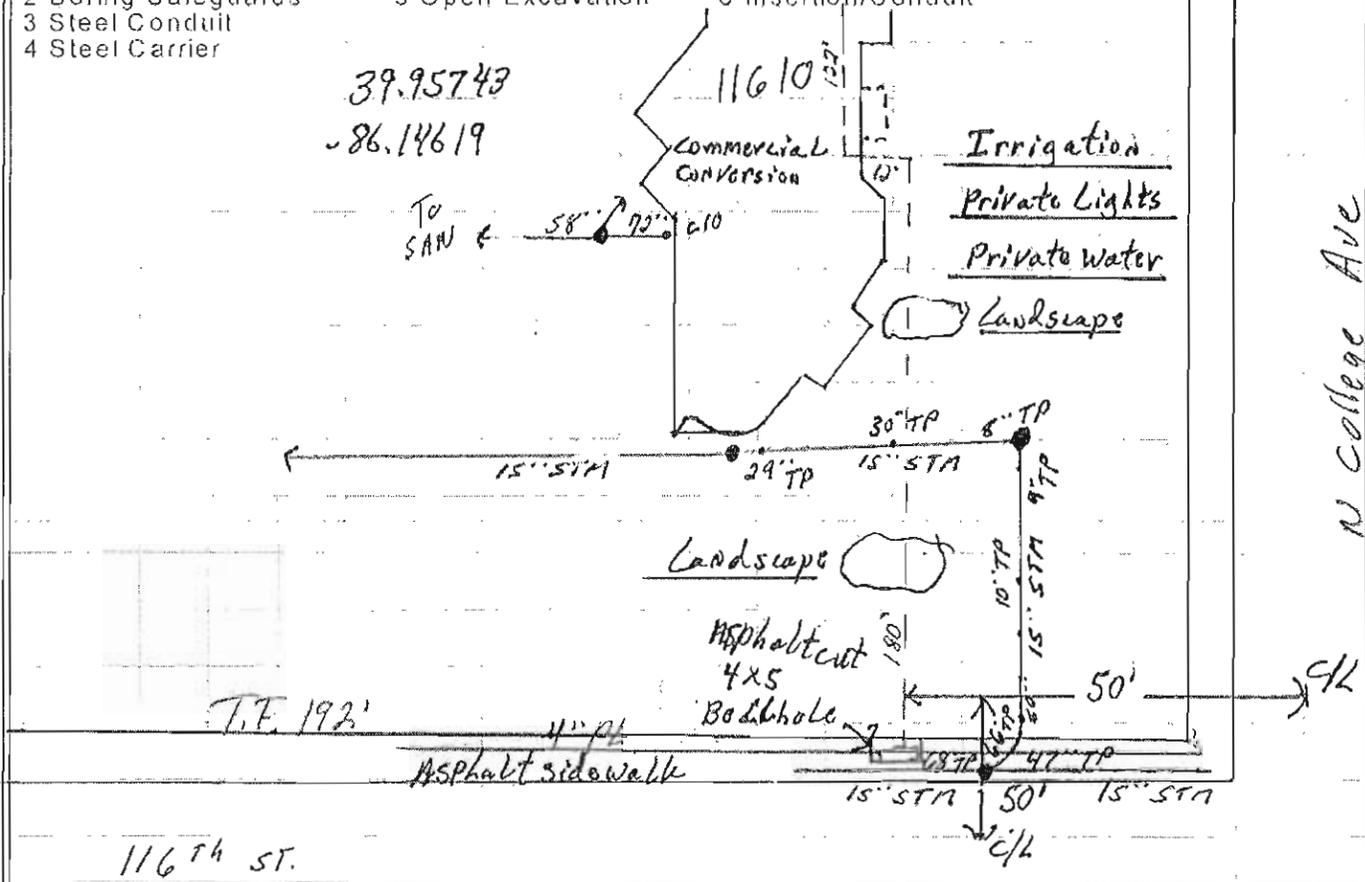
Document Size/Depth of Sewers when crossing with proposed Gas Pipeline

	# 1	# 2	# 3	# 4	# 5	# 6
Ø	"	"	"	"	"	"
De.	"	"	"	"	"	"
Gas	"	"	"	"	"	"

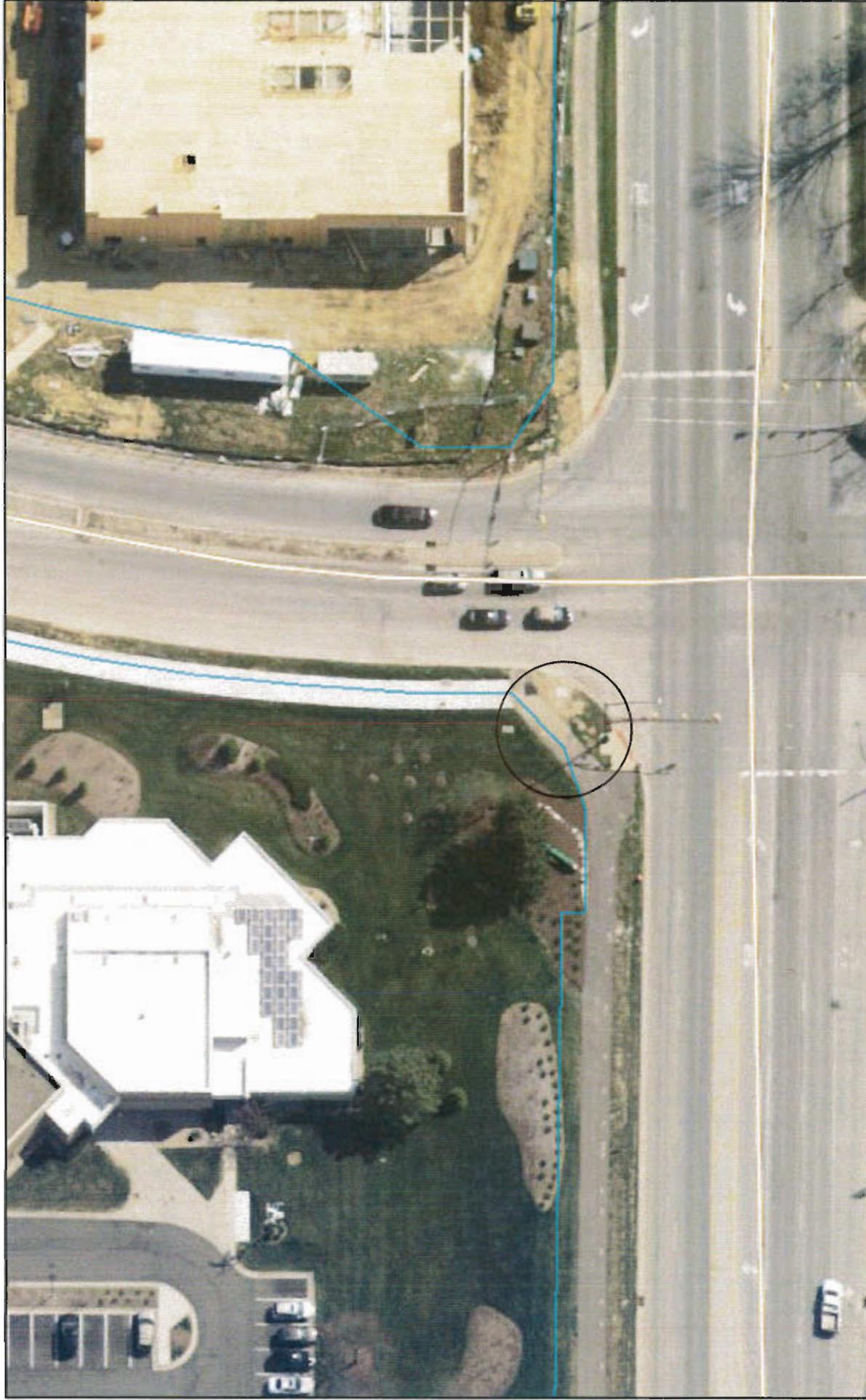
### PROTECTIVE METHODS AGAINST SEWER TRANSECTIONS INSTALLATION TYPE



- |   |  |  |
|---|--|--|
| <p>(A) Boring/Plowing<br/>                 1 No Facilities<br/>                 2 Boring Safeguards<br/>                 3 Steel Conduit<br/>                 4 Steel Carrier</p> | <p>(B) Open Trench<br/>                 1 No Facilities<br/>                 5 Open Excavation</p> | <p>(C) Insertion<br/>                 1 No Facilities<br/>                 6 Insertion/Conduit</p> |
|---|--|--|



11610 N. COLLEGE AVENUE



November 7, 2016

Parcels



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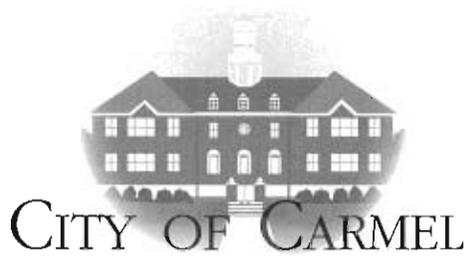
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Basemap information here



November 7, 2016

JAMES BRAINARD, MAYOR

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

**RE: RIGHT OF WAY VACATION – PLATTED ALLEY – IRA MENDENHALLS'S ADDITION TO CITY OF CARMEL**

Dear Board Members:

Mr. Charles Lazzara, Member, 12156 Meridian Street Associates, LLC, has requested Board provide a favorable recommendation for the vacation of platted right of way of a 15' platted alley within the Ira Mendenhalls's Addition to the City of Carmel for purposes of redevelopment.

Per the current City procedure for vacating public right-of-way, the City Engineer is responsible for validating the accuracy of the legal description provided by the surveyor and completeness of the vacation package. Based on the information provided to the Department of Engineering by the Petitioner, the petition, legal description and exhibit appears to be accurate.

Upon approval by the Board, the petitioner will provide appropriate documentation to the Clerk-Treasurers office that will be presented to Carmel City Council for final resolution.

The Department of Engineering recommends the Board provide a favorable recommendation for the vacation of the Right-of-Way as shown on the attached exhibit.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENTS

S:\BPW16\MISC\IRAMENHDENHALLSALLEYVACATION.DOC

APPROVED JMK

ORIGINAL



**PETITION TO VACATE A PUBLIC WAY**  
**LOCATED ENTIRELY WITHIN THE CORPORATE BOUNDARIES OF CARMEL,**  
**INDIANA**

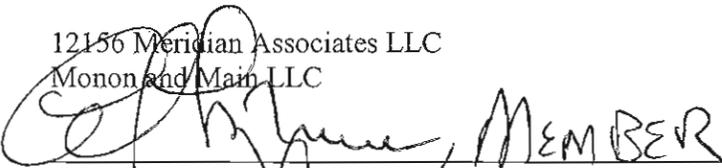
1. Monon and Main LLC and 12156 Meridian Associates LLC, (petitioners) pursuant to Indiana Code §36-7-3-12 do hereby respectfully petition the Common Council of the City of Carmel, Indiana to vacate the existing Public Way known as "15" platted alley within the IRA Mendenhalls's Addition to the City of Carmel, Deed Book 23, Page 81. The Public Way to be vacated is described in Exhibit A attached.
2. In support of this Petition, the Petitioners submit the following:  

The petitioners submit this request to satisfy its obligations to the Carmel Redevelopment Commission (CRC) to develop the project known as Monon and Main Mixed Use Development located at 201 W. Main Street, Carmel, Indiana 46032.

The CRC and Monon and Main LLC are in the final stages of entering into a PROJECT AGREEMENT, whereas Monon and Main LLC will construct a mixed use development consisting of five components including a Parking Garage, Four story office and retain, Fine Dining Restaurant, 7 Townhomes, and a Public Park and Plaza. The pending agreement will also include the City construction of Monon Boulevard a new one lane road running north to south next to the existing Monon Trail. The approved plans will include construction of various parts of the development in the Public Right of Way as described above as the platted Alley. Respectfully the petitioners request the Common Council of the City of Carmel, Indiana to vacate this platted alley that will allow Monon and Main LLC to commence construction of the approved buildings within this area.
3. The List of surrounding property owners entitled to Notice of this Petition is attached as Exhibit "B".

Respectfully submitted this 28 day of October, 2016.

12156 Meridian Associates LLC  
Monon and Main LLC

  
Charles Lazzara, Member  
12156 Meridian Street  
Carmel, IN 46032

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

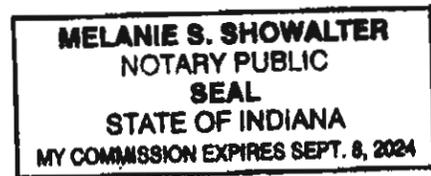
Before me a Notary Public in and for said County and State, personally appeared Charles Lazzara, Member 12156 Meridian Associates, and Member Monon and Main, LLC, who acknowledged execution of the foregoing, and who, having been duly sworn, stated that the representations contained are true.

Witness my hand and Notarial Seal this 28<sup>th</sup> day of October, 2016.

Melanie S. Showalter  
Printed: Melanie S. Showalter

My Commission Expires:  
9/8/2024

County of residence is:  
Hamilton



This instrument prepared by E. Davis Coots, attorney Monon and Main LLC, and 12156 Meridian Associates, LLC, Coots, Henke & Wheeler, P.C., 255 E. Carmel Drive, Carmel, IN 46032.

I affirm under penalties of perjury that I have taken reasonable care to redact Social Security numbers in this document unless required by Law.

Prepared by: E. Davis Coots, Coots, Henke & Wheeler, P.C., 255 E. Carmel Drive, Carmel, IN 46032

Approved and Adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

BY:

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

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

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

ATTEST:

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



EXHIBIT "B"

LIST OF OWNERS AND PARCEL NUMBERS

<u>Address/Owner</u>	<u>Parcel Number</u>
0 W Main St 12156 Meridian Associates LLC	16-09-25-16-01-003.001
241 W Main St 12156 Meridian Associates LLC	16-09-25-16-01-002.001 Lot 6, I. Mendenhall
251 W Main St 12156 Meridian Associates LLC	16-09-25-16-01-004.000 Lot 7, I. Mendenhall
208 1 <sup>st</sup> St. SW 12156 Meridian Associates LLC	16-09-25-16-01-015.000 Lot 11, I. Mendenhall
220 1 <sup>st</sup> St. SW 12156 Meridian Associates LLC	16-09-25-16-01-016.000 Lot 10, I. Mendenhall
230 1 <sup>st</sup> St SW 12156 Meridian Associates LLC	16-09-25-16-01-017.000 Lot 9, I. Mendenhall
25 3 <sup>rd</sup> Ave SW 12156 Meridian Associates LLC	16-09-25-16-01-018.000 Lot 8, I. Mendenhall

OWNER OF ALL:

CHARLES LAZZARAT  
12156 N. MERIDIAN ST  
CARMEL, IN 46032  
MANAGING MEMBER  
12156 MERIDIAN ASSOCIATES, LLC  
317-846-9158  
LAZZARAT@RITZCHARLES.COM



Project: Spring Mill Rd.-  
111<sup>th</sup> to Main  
Parcel: 12

## TEMPORARY CONSTRUCTION LICENSE AGREEMENT

THIS TEMPORARY CONSTRUCTION LICENSE AGREEMENT (this “**Agreement**”) is made and executed this 21 day of OCTOBER, 2016 (the “**Effective Date**”), by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**Licensor**”), and the CITY OF CARMEL, an Indiana municipal corporation (“**Licensee**”).

### RECITALS

A. Licensor owns certain real property (“**Licensor’s Property**”) located in the County of Hamilton, State of Indiana, as more particularly described in Exhibit A attached hereto and incorporated by this reference.

B. Licensee desires to obtain a temporary non-exclusive license on, over, and across a portion of Licensor’s Property (the “**License Area**”) for the purposes more particularly described herein. Licensor is willing to grant the license to Licensee for such purposes subject to the terms and conditions set forth herein. The License Area is more particularly depicted in Exhibit B, attached hereto and incorporated by this reference.

### AGREEMENT

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. Licensor hereby conveys to Licensee a temporary, non-exclusive license to enter onto and use the License Area for the sole purpose of constructing a boulevard section with sidewalk, multi-use path and related improvements, including Licensee’s driveway apron, along Spring Mill Road (the “**Improvements**”). Licensee shall cause the Improvements to be in substantial compliance with the plans and specifications described on Exhibit C, attached hereto and incorporated herein by this reference.

2. Access; Release. Licensee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Licensee’s Agents**”) shall have the right to enter upon the License Area for the purposes permitted by this Agreement. Subject to Section 3, below, Licensee shall enter upon the License Area at its sole risk and hazard, and Licensee and its successors and assigns, hereby release Licensor from any claims relating to the condition of the License Area and the entry upon the License Area by Licensee, its agents, employees, servants, contractors and other such parties, with the exception of Licensor’s negligence or intentional misconduct.

3. Condition of the License Area. Licensee accepts the License Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any, provided however that Licensee shall have no responsibility or liability for any existing defect or hazardous materials. Without limiting the generality of the foregoing, the License Area is granted to Licensee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the License Area might show, and (b) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

4. Restoration. Licensee will repair any damage to Licensor's Property and Licensor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, etc.) caused by Licensee and/or Licensee's Agents, and will restore Licensor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on Licensor's Property by Licensee and Licensee's Agents.

5. Reservation by Licensor. Licensor hereby reserves the right to use the License Area for any use not inconsistent with Licensee's permitted use. Without limiting the above use by Licensee, Licensor reserves the right to (i) grant other non-exclusive easements, licenses and rights within or on the License Area to other parties; and (ii) convey or transfer any or all of its interests in Licensor's Property or the License Area to any party at any time. Licensee hereby understands and agrees that this License is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Licensor to use the License Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the license rights conveyed hereby. Notwithstanding the foregoing, Licensor shall not, and shall not grant any other party the right to, use the License Area in any way that conflicts with or interferes with Licensee's rights hereunder.

6. Construction of the Improvements. Licensee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future.

7. Compliance with Laws. Licensee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, including, without limitation, any building, zoning and land use laws.

7. Liens. Licensee will keep the License Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Licensee, and Licensee will indemnify, hold harmless and agree to defend Licensor from any liens that may be placed on the License Area and/or the property pertaining to any work performed,

materials furnished or obligations incurred by, through, for, or under Licensee or any of Licensee's Agents. Any such liens must be released of record within sixty (60) days.

8. Insurance. Licensee will ensure that prior to entering onto the License Area Licensee's Agents and other such parties who assist with the use of the License Area are covered under the terms of insurance policies as set forth below.

8.1 Liability Insurance Coverage and Limits. Prior to taking possession of the License Area, Licensee and Licensee's Agents shall obtain and maintain a commercial generally liability insurance policy insuring Licensee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the License Area and the ways immediately adjoining the License Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00).

8.2 Workers' Compensation Insurance. Licensee's Agents agree to maintain and keep in force, during the term hereof, all applicable Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law.

8.3 Automobile Insurance. Licensee's Agents agree to maintain and keep in force, during the term hereof, Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

8.4 Policy Requirements. Licensee shall have the right to satisfy its insurance obligations hereunder by means of self-insurance to the extent of all or part of the required insurance.

9. Indemnification. Licensee hereby agrees to indemnify, defend and hold harmless Licensor and its shareholders, partners, officers, directors, members, managers, employees, agents, contractors, subcontractors, affiliates and associates from and against all claims, suits, causes of action, damages, liens, losses, death, injuries, expenses, costs or liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising out of, or connected with, (i) Licensee and Licensee's Agents use of the License Area, (ii) any entry on to the License Area by Licensee or Licensee's Agents, and (iii) any negligent or willful misconduct or other breach by Licensee of any terms, conditions, provisions, duties, obligations or representations under this Agreement; provided, however, the foregoing indemnification obligations shall not apply to Licensor's negligence or willful misconduct.

10. Termination. This License shall terminate upon the earlier to occur of: (i) completion of the Improvements; (ii) one (1) year after work commences in the License Area subject to extension for weather and other force majeure events and subject to extension to complete any portion of the Improvements that may be delayed by weather or other force majeure events including, but not limited to, landscaping; or (iii) Licensee's breach of the terms and conditions of this License and Licensee fails to cure said breach within sixty (60) days of written notice from Licensor.

11. Miscellaneous.

11.1 Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation between Licensor and Licensee.

11.2 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

11.3 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

11.4 Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement is binding upon the party for which he/she signs.

11.5 No Public Use/Dedication. Licensor's Property is and will at all times remain the private property of Licensor. The use of Licensor's Property is permissive and is limited to the express purposes contained herein by Licensee. Neither Licensee, nor its successors or assigns, nor the public may acquire or be entitled to claim or assert any rights to Licensor's Property beyond the express terms and conditions of this Agreement.

11.6 Attorney Fees. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

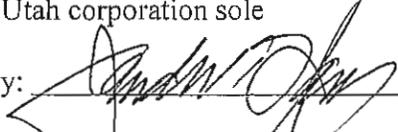
11.7 Assignment. Licensee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Licensor, which consent may be granted or withheld in Licensor's sole and absolute discretion.

11.8 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement

(Signatures to follow)

EXECUTED by Licensor and Licensee as of the Effective Date.

LICENSOR: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By:   
Name: JARED W. DOXEY  
Title: DIRECTOR, CONSTRUCTION SERVICES

Approved and Adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

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

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

## Exhibit A

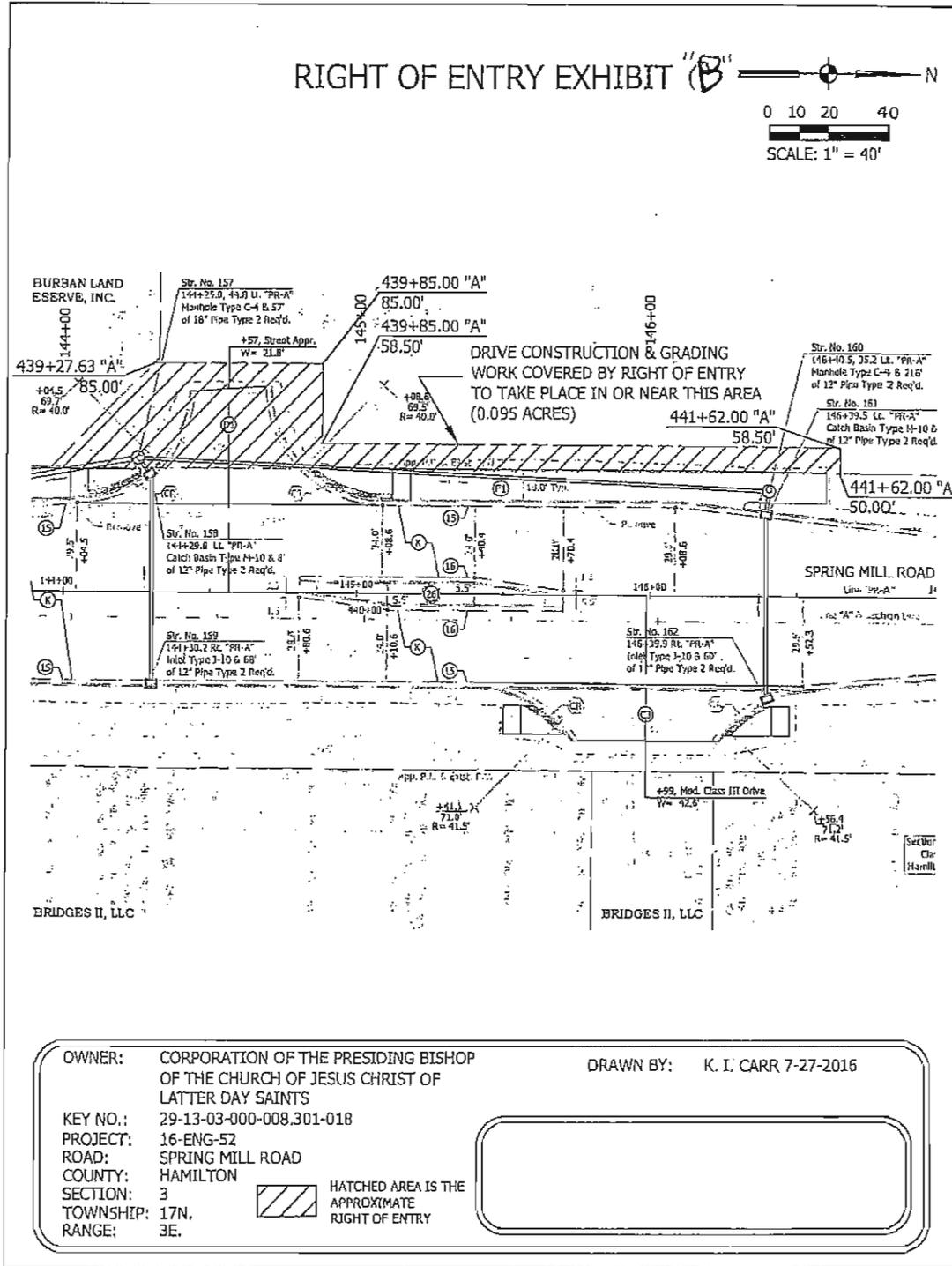
### (Legal Description of Licensor's Property)

A portion of the East Half of the Northeast Quarter of Section 3 and a part of the Northwest Quarter of Section 2, both of Township 17 North, Range 3 East of the Second Principal Meridian, City of Carmel, Hamilton County, Indiana, described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence South 89 degrees 11 minutes 58 seconds West (bearing per record deed) along the north line of said Quarter Section 870.69 feet to the northwest corner of the land of Suburban Land Reserve, Inc., as described in Instrument Number 2010061936 in the Office of the Recorder of said county; thence South 00 degrees 52 minutes 40 seconds East along the west line thereof 70.00 feet to the proposed south right of way line of 116<sup>th</sup> Street and the POINT OF BEGINNING (the following five (5) courses are along the proposed south and west right of way lines of 116<sup>th</sup> Street and Spring Mill Road, respectively); 1) thence North 89 degrees 11 minutes 58 seconds East parallel with said north line 837.78 feet; 2) thence South 31 degrees 43 minutes 49 seconds East 113.68 feet; 3) thence South 12 degrees 41 minutes 53 seconds West 287.16 feet to the beginning of a tangent curve to the left having a radius of 607.74 feet and a central angle of 12 degrees 40 minutes 02 seconds; 4) thence southerly along the arc of said curve 134.36 feet; 5) thence South 00 degrees 00 minutes 13 seconds West parallel with the east line of said Northeast Quarter 467.04 feet; thence North 44 degrees 48 minutes 22 seconds West 51.81 feet; thence North 90 degrees 00 minutes 00 seconds West 325.71 feet; thence South 00 degrees 00 minutes 00 seconds East 140.00 feet; thence North 90 degrees 00 minutes 00 seconds West 100.00 feet; thence North 65 degrees 00 minutes 17 seconds West 74.93 feet; thence North 18 degrees 10 minutes 19 seconds East 104.26 feet to the beginning of a tangent curve to the right having a radius of 15.00 feet and a central angle of 77 degrees 50 minutes 48 seconds; thence northeasterly along the arc of said curve 20.38 feet to the cusp of a curve to the right having a radius of 175.00 feet, a central angle of 32 degrees 24 minutes 17 seconds, and a radial line passing through said point which bears South 06 degrees 01 minute 07 seconds West; thence westerly along the arc of said curve 98.97 feet; thence South 89 degrees 07 minutes 20 seconds West 233.59 feet to the west line of said land of Suburban Land Reserve, Inc.; thence North 00 degrees 52 minutes 40 seconds West along said west line 894.44 feet to the POINT OF BEGINNING, containing 18.1108 acres, more or less.

# Exhibit B

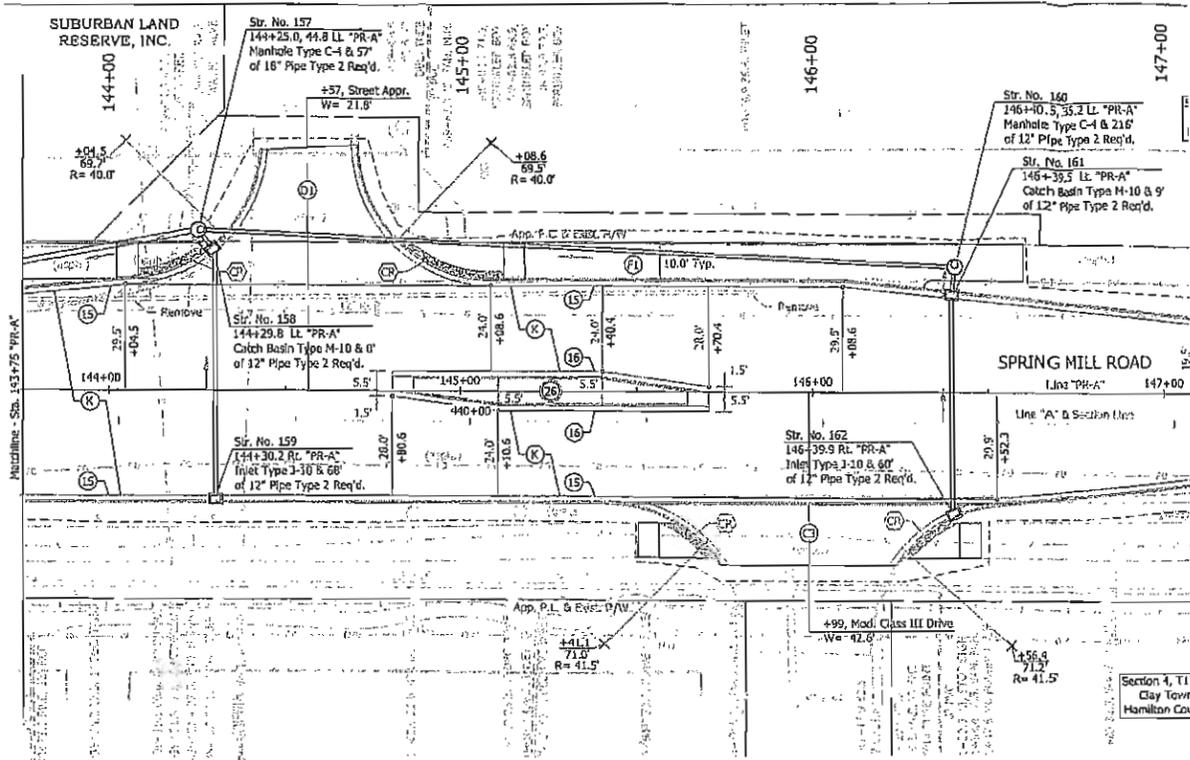
(Depiction of License Area)

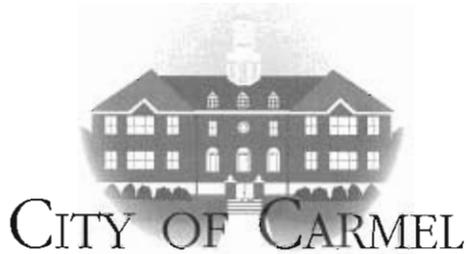


<p><b>OWNER:</b> CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS</p> <p><b>KEY NO.:</b> 29-13-03-000-008.301-018</p> <p><b>PROJECT:</b> 16-ENG-52</p> <p><b>ROAD:</b> SPRING MILL ROAD</p> <p><b>COUNTY:</b> HAMILTON</p> <p><b>SECTION:</b> 3</p> <p><b>TOWNSHIP:</b> 17N.</p> <p><b>RANGE:</b> 3E.</p>	<p><b>DRAWN BY:</b> K. I. CARR 7-27-2016</p>
<p>HATCHED AREA IS THE APPROXIMATE RIGHT OF ENTRY</p>	

# Exhibit C

(Plans and Specifications)





November 8, 2016

JAMES BRAINARD, MAYOR

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

**Re: Request for Variance (fence) at 13180 Regina Drive**

Dear Board Members:

Mr. and Mrs. Michael & Aimee Clements, owners of the property with the common address 13180 Regina Drive, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a landscaping 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 fence that, in the opinion of the City, represents a Detriment as defined in City Code.
3. Petitioners shall obtain approval from the HOA for installation of the fence if such approval is required by the restrictive covenants of the development.
4. Petitioner shall ensure that the person installing the fence locates the drainage pipe in the backyard drainage easement and installs the fence posts at least 4' from the centerline of the drainage pipe to prevent damage to the infrastructure.

Respectfully,

**Bradley Pease, PE**  
Staff Engineer

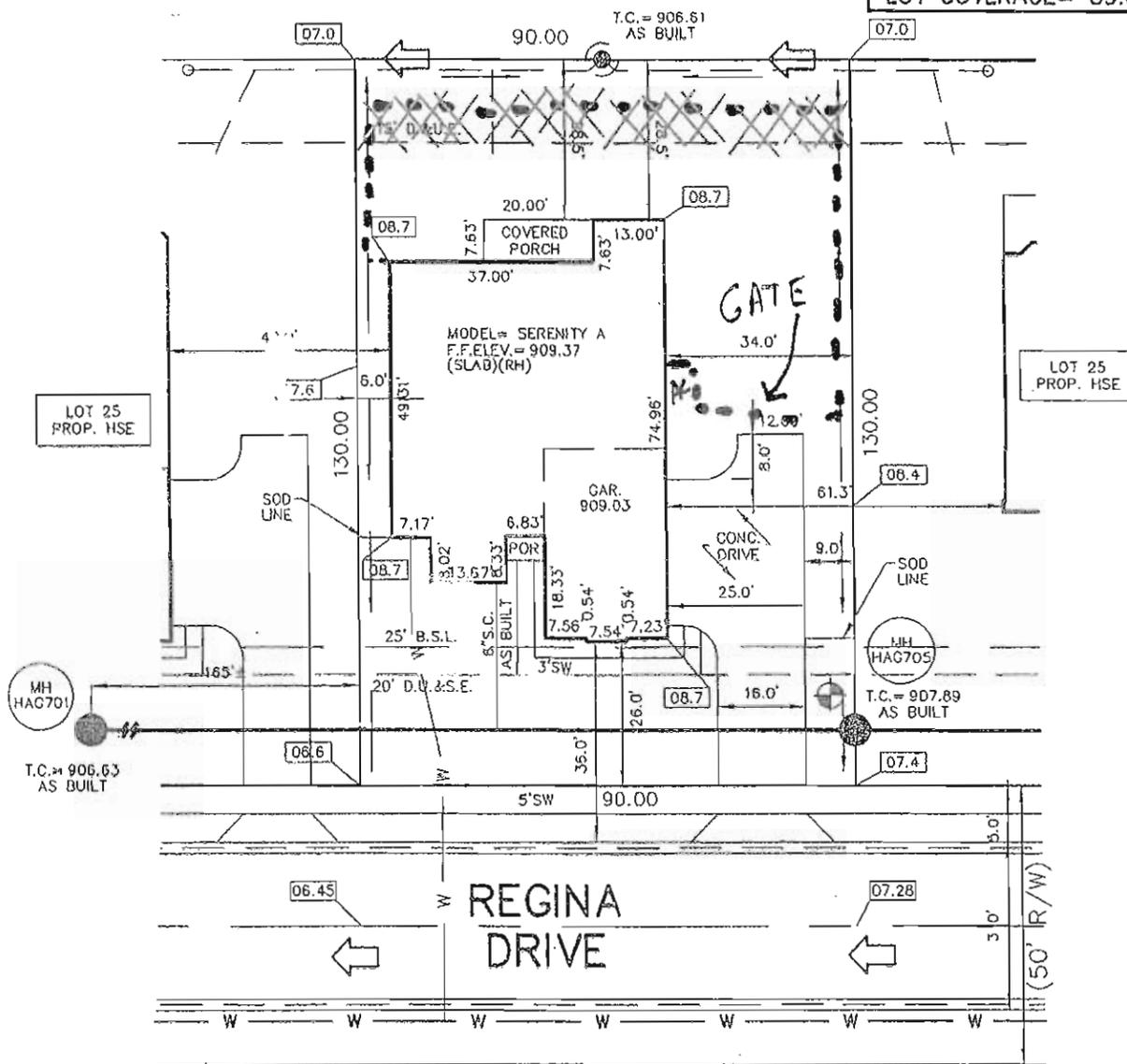
7965 East 106th Street, Fishers, IN 46038-2505  
 phone: 317.849.5935 fax: 317.849.5942

Exhibit B

15100 REGINA DRIVE  
 CARMEL, IN 46074  
 CLAY TOWNSHIP, HAMILTON COUNTY  
 1" = 30'

LOT AREA: 11,700 Sq. Ft.

M.F.P.G. = 907.8  
 M.L.A.G. = 907.8  
 LOT COVERAGE = 39.8%



LEGEND:  
 [XX.X] PROPOSED GRADE PER PLAN  
 [XX.XAB] AS BUILT GRADE

ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM "RECORD DRAWINGS" FURNISHED BY ENGINEER.

BENCHMARK  
 TOP OF CASTING = 907.89

SOD: 291 ± Sq. Yd.  
 SEEDING: 4,773 ± Sq. Ft.  
 CONC. DRIVEWAY: 1,409 ± Sq. Ft.  
 PRIVATE WALK: 189 ± Sq. Ft.  
 PUBLIC WALK: 370 ± Sq. Ft.

- S.S.D. --- SUB-SURFACE DRAIN
- SANITARY SEWER
- STORM SEWER
- W WATER MAIN
- W 3/4" WATER CONNECTION
- SWALE
- SANITARY MANHOLE
- STORM MANHOLE
- CURB INLET
- ⊗ FIRE HYDRANT
- ⊗ WATER VALVE
- ← EMERGENCY FLOOD ROUTE



*David J. Stoepfelwerth*

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

LOT 24  
 HADLEY GROVE  
 INST. #2014024270  
 P.C.#5, SLIDE 215  
 ZONING: PUD



November 8, 2016

JAMES BRAINARD, MAYOR

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

**Re: Consent to Encroach (fence) at 13180 Regina Drive**

Dear Board Members:

A Consent to Encroach document signed by Mr. and Mrs. Michael & Aimee Clements, owners of the property with the common address 13180 Regina 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 16, 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\13180REGINADRENCROACHMENT.DOC**

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Michael & Aimee Clements, 13180 Regina Drive, Carmel, Hamilton County, Indiana 46074, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 24 ("Lot") in Hadley Grove which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 5, Slide 215, Instrument 2014024270 in the Office of the Hamilton County Recorder as Hadley Grove (the "Plat"); and

WHEREAS, the current Owner wishes to install a fence on the Lot (the "Site Improvement"); and

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a drainage and utility easement, identified as "15' D.&U.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 11/16/16; and  
MC AC

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.

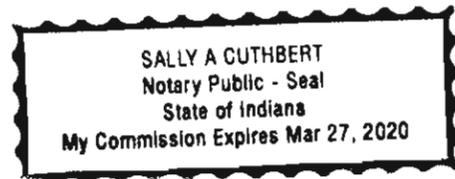
"OWNER"

MICHAEL CLEMENTS

Michael Clements  
 Signature  
 Date: 10/28/16

AIMEE CLEMENTS

Aimee Clements  
 Signature  
 Date: 10/28/16



STATE OF INDIANA )  
 ) SS:  
 COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared MICHAEL & AIMEE CLEMENTS, 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 28 day of October, 2016.

Sally A. Cuthbert  
 NOTARY PUBLIC  
Sally A. Cuthbert  
 Printed Name

My Commission Expires:  
March 27, 2020

My County of Residence: Hamilton

“CITY”

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

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

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

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

ATTEST:

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

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON        )

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

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
Printed Name  
My County of Residence: \_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esquire, 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:

Part of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana, described as follows:

**BEGINNING** at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana; thence South 89 degrees 36 minutes 49 seconds West (basis of bearing is North 00 degrees 26 minutes 00 seconds East [NAD83 Indiana State Plane Coordinates - East Zone] on the East line of said Northeast Quarter) a distance of 1328.16 feet on the South line of the Southeast Quarter of said Northeast Quarter to the Southwest corner of the Southeast Quarter of said Northeast Quarter; thence North 00 degrees 10 minutes 12 seconds East 985.66 feet on the West line of the Southeast Quarter of said Northeast Quarter to the North line of the real estate described in Instrument No. 2012017794 in the Office of the Recorder of Hamilton County; thence North 89 degrees 36 minutes 47 seconds East 1332.68 feet on the North line of the real estate described in said Instrument No. 2012017794 to the East line of said Northeast Quarter; thence South 00 degrees 26 minutes 00 seconds West 985.72 feet on the East line of said Northeast Quarter to the **BEGINNING POINT**, containing 30.103 acres, more or less.

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

10100 REGINA DRIVE  
 CARMEL, IN 46074  
 CLAY TOWNSHIP, HAMILTON COUNTY  
 1" = 30'

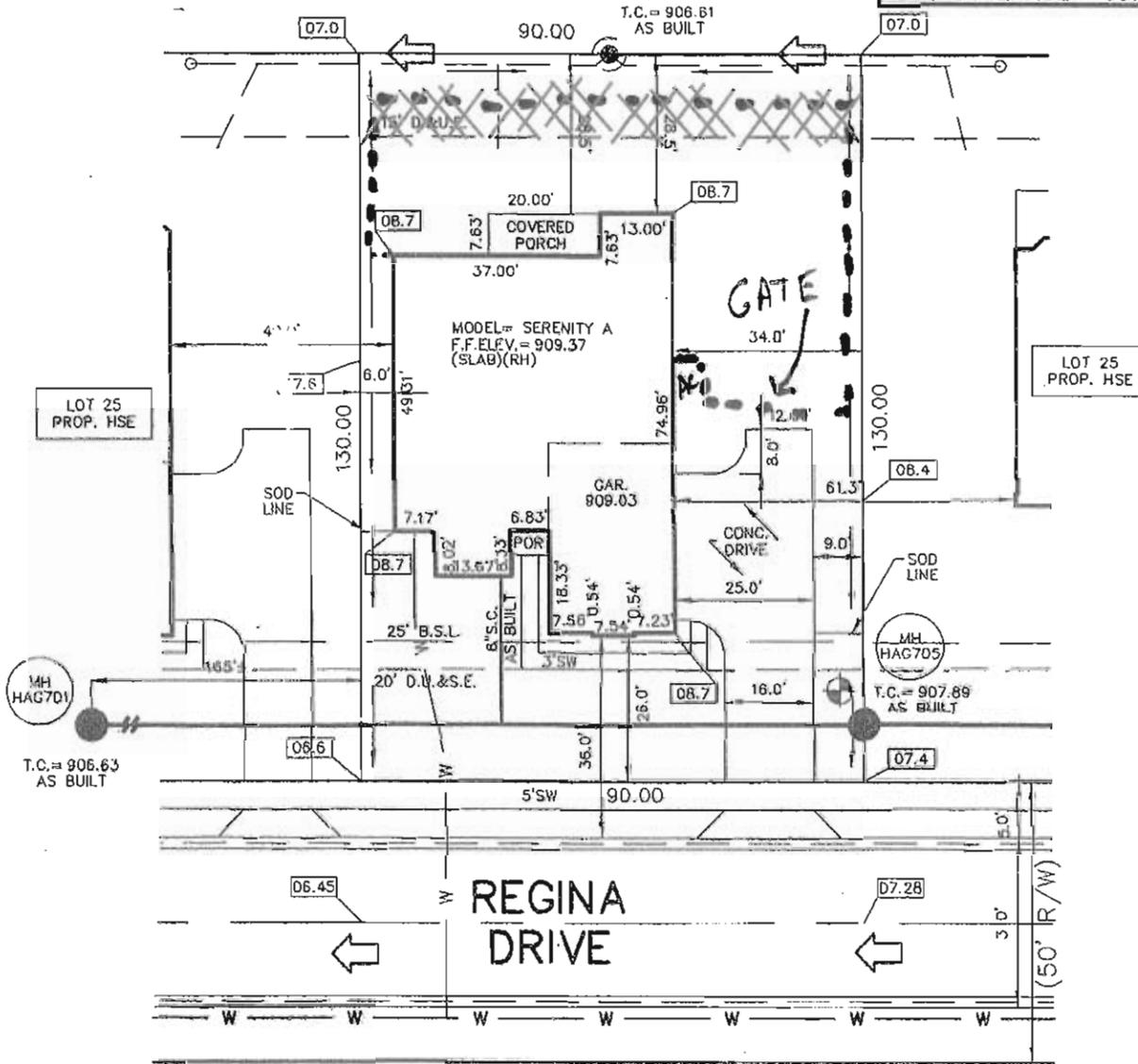
Exhibit B

LOT AREA: 11,700 Sq. Ft.

M.F.P.G. = 907.8

M.L.A.G. = 907.8

LOT COVERAGE = 39.8%



LEGEND:

- [XX.X] PROPOSED GRADE PER PLAN
- [XX.XAB] AS BUILT GRADE
- S.S.D. SUB-SURFACE DRAIN
- SANITARY SEWER
- STORM SEWER
- W WATER MAIN
- W 3/4" WATER CONNECTION
- SWALE
- SANITARY MANHOLE
- STORM MANHOLE
- CURB INLET
- ⊙ FIRE HYDRANT
- W WATER VALVE
- ← EMERGENCY FLOOD ROUTE

ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM "RECORD DRAWINGS" FURNISHED BY ENGINEER.

BENCHMARK

TOP OF CASTING = 907.89

SOD: 291 ± Sq. Yd.  
 SEEDING: 4,773 ± Sq. Ft.  
 CONC. DRIVEWAY: 1,409 ± Sq. Ft.  
 PRIVATE WALK: 169 ± Sq. Ft.  
 PUBLIC WALK: 370 ± Sq. Ft.



*David J. Stoepfelwerth*

LOT 24  
 HADLEY GROVE  
 INST. #2014024270  
 P.C.#5, SLIDE 215  
 ZONING: PUD

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